

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 598**

TERM OF CONTRACT: JULY 1, 2024 - JUNE 30, 2027

PUBLISHED: OCTOBER 2025



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DISTRICT/CSEA
COLLECTIVE BARGAINING AGREEMENT: 2024-2027

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1 **PREAMBLE**

2
3 This Agreement is by and between the Lake Elsinore Unified School District, hereinafter
4 referred to as "District" and the California School Employees Association (CSEA) and its Lake
5 Elsinore Chapter Number 598, or its successors, hereinafter referred to as "CSEA".
6

7 The purpose of this Agreement is to promote the improvement of personnel management
8 and employer-unit member relations, provide an equitable and peaceful procedure for the
9 resolution of differences, and establish rates of pay and other terms and conditions of
10 employment.
11

12 **ARTICLE 1. RECOGNITION**

13
14 **1.1 Acknowledgment**

15 The District hereby acknowledges that CSEA is the exclusive bargaining representative for all
16 classified unit members holding those positions described in Appendix C attached hereto
17 and incorporated by reference as a part of this Agreement.

18 **1.2 Changes in Bargaining Unit**

19 In the event that the District hereafter creates a new job classification or substantially
20 changes the duties of an existing classification to which this Agreement applies, the District
21 and CSEA shall meet to negotiate with regard to whether or not such position is to be
22 included within the bargaining unit. In the event there is a dispute as to whether or not the
23 position is to be included within the bargaining unit, the parties shall jointly petition the
24 Public Employment Relations Board for a unit clarification procedure. If there is a dispute as
25 to the appropriate rate of pay to be assigned the position, CSEA may invoke the Grievance
26 Procedure of this Agreement, commencing at Level IV.

27 **1.3 Non-Unit Personnel**

28 The following positions shall not be bargaining unit positions:

29 **1.3.1 Short-Term**

30 Any person who is employed to perform a service for the District, upon the
31 completion of which, the service required or similar services will not be extended or
32 needed on a continuing basis. A short-term employee shall not be covered by the
33 terms of this Agreement.

34 **1.3.1.1** The District shall notify the CSEA President or his/her designee in
35 writing of any proposed hiring of short-term employees and shall indicate the
36 project for which hired and the probable duration of employment.

37 **1.3.1.2** The District shall notify the CSEA President or his/her designee in
38 writing of any hiring of short-term employees employed for five (5) or more
39 working days. Notification shall include work assigned and probable duration

of assignment. Notification to the CSEA President or his/her designee shall occur within two (2) working days following employment.

1.3.2 Substitute

A substitute is defined as a person employed to replace a regular classified unit member temporarily absent from duty. Such employees may also be used to fill vacant positions for a period not to exceed sixty (60) calendar days after a bargaining unit position has been vacated and a regular replacement has not been recruited. This 60-day limit may only be extended by agreement between the District and CSEA and with existing verification to show that efforts to fill vacancies have been made. Substitute employees shall not be covered by the terms of this Agreement.

1.3.3 Restricted Persons hired under specially funded projects (such as J.T.P.A.) are not covered by the terms of this Agreement.

1.3.4 Volunteers/Students

The District may utilize volunteers and/or students as permitted by law provided that such utilization shall not affect the wages, hours, transfer or reassignment of any unit member in the bargaining unit.

1.3.5 When volunteers and/or students are being utilized, a bargaining unit member or members will be assigned to work in coordination with the supervisor and volunteers and/or students to accomplish the task(s).

ARTICLE 2. DISTRICT RIGHTS

2.1 It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees according to job description; determine the time and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; in-patterns; determine the kinds and number of personnel required; maintain the efficiency of district operations; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

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

2.3 The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement, in cases of emergency. Emergency shall be defined as earthquake, fire, flood, or major civil disruption or any condition that results in school closure.

ARTICLE 3. ORGANIZATIONAL SECURITY AND DEDUCTIONS

3.1 Intent

It is the mutual intent of the parties that the provisions of this Article protect the rights of individual unit members without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

3.2 Requirements

Except as expressly exempted herein, all unit members in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in the amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.

3.2.1 No unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the unit member first becomes a member of the bargaining unit.

3.2.2 The employer shall, without charge, mail to the CSEA Regional Office at least once a month, a list of unit members hired by the employer. Said list shall contain unit member's name, mailing address and date of hire.

3.3 Religious Objections

Any member of the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations shall not be required to join, maintain membership in, or financially support CSEA as a condition of employment. Such unit member shall be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, a charitable donation exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

a. United Way

b. American Heart Association

Any unit member claiming this religious exemption shall, as a condition of continued exemption from the requirement of paying a service fee to CSEA, furnish to CSEA proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting unit member organizations. Proof of payment shall be in the form of receipt and/or canceled checks indicating the amount paid, date of payment and to whom

1 payment in lieu of the service fee has been made. Such proof shall be presented on or
2 before October 1st of each school year.

3 3.4 Dues and Service Fee Deductions

4 3.4.1 CSEA has the sole and exclusive right to have unit member organization
5 membership dues and service fees deducted by the employer for unit members in
6 the bargaining unit.

7 3.4.2 The employer shall deduct, in accordance with the CSEA dues and service fee
8 schedule, dues, service fees or payments to charity in lieu of service fees from the
9 wages of all unit members who are members of the bargaining unit and who have
10 submitted payroll deduction authorization forms to the District.

11 3.4.2.1 In the event that a unit member hereunder revokes a dues or service
12 fee authorization or fails to submit a deduction authorization, the employer
13 shall deduct service fees until such time as CSEA notifies the employer that
14 arrangements have been made for the payment of such fees.

15 3.4.3 The employer shall, without charge, pay to CSEA within 15 days of the
16 deduction all sums so deducted, except that the employer shall pay to the
17 designated charity sums deducted in lieu of service fees from the wages of unit
18 members who qualify for the religious exemption pursuant to this Agreement.

19 3.4.4 Along with each monthly payment to CSEA, the employer shall, without
20 charge, furnish CSEA with an alphabetical list of all unit members in the bargaining
21 unit, identifying them by name, social security number, months per year in paid
22 status and annual salary, and indicating the amount deducted, if any, and whether
23 such deduction is for dues, service fees or charitable contributions.

24 3.4.5 Nothing contained herein shall prohibit a unit member from paying service
25 fees directly to CSEA.

26 3.4.6 The employer shall immediately notify the CSEA chapter treasurer if any
27 member of the bargaining unit revokes a dues, service fee or payment in lieu of
28 service fee deduction authorization.

29 3.4.7 The employer shall deduct and pay to CSEA service fees for each bargaining
30 unit member who is not a CSEA member in good standing and who is obligated to
31 pay such fees, pursuant to this Agreement, unless CSEA notifies the employer that
32 the unit member is paying such fees directly to CSEA. A payroll deduction
33 authorization form shall not be required for such deductions.

34 3.5 Hold Harmless

35 The California School Employees Association shall indemnify, defend and hold harmless the
36 District's Board of Education, including each individual School Board Member, and
37 employees, agents and representatives of the District against any and all claims, demands,
38 suits or other forms of liability; including, but not limited to, wages, damages, judgments,
39 fees, fines, court costs, attorney fees, and any back pay, penalties or awards resulting from

any court, arbitrator or PERB orders, judgments or settlements which may arise by reason of, or resulting from the operation of this Article. The California School Employees Association shall bear all costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.

3.6 Resignation of Bargaining Unit Member

The District shall, within five (5) days, notify the CSEA treasurer if any member resigns or is terminated and such action is approved by the Board of Trustees. CSEA shall furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 4. PERSONNEL FILES

4.1 The personnel file of each unit member shall be maintained at the District's central administration office. Except as provided in Section 23.1, no disciplinary action shall be taken against a unit member based upon derogatory materials, which are not reflected in materials in the central administration office personnel file.

4.2 Unit members shall be provided with copies of any derogatory written statements five (5) workdays before it is placed in the unit member's personnel file. Full-time permanent unit members shall be given up to one (1) hour during normal working hours and without loss of pay to prepare a written response to such material. The written response shall be attached to the material.

4.3 A unit member shall have the right to claim one (1) hour of unpaid release time to examine and/or obtain copies of any material from the unit member's personnel file with the exception of material that includes ratings, reports, or records, which were obtained prior to the employment of the unit member involved.

4.4 The District shall keep a log indicating the persons other than employees in Personnel who have examined a personnel file as well as the date such examinations were made. Such log and the unit member's personnel file shall be available for examination by the unit member or the CSEA representative, if authorized in writing by the unit member. The log shall be maintained in the unit member's personnel file.

4.5 Any person who places written material or drafts written material for placement in a unit member's file shall sign the material and signify the day on which such material was drafted.

ARTICLE 5. ORGANIZATIONAL RIGHTS

5.1 CSEA Rights: CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

1 5.1.1 The right of access at reasonable times to areas in which unit member's work,
2 for the purpose of representing bargaining unit members on grievances and matters
3 related thereto.

4 5.1.2 CSEA may use the school mail and electronic communication systems and
5 bulletin board spaces designated by the Superintendent, subject to the following
6 conditions (a) all posting for bulletin boards or items of general CSEA business for
7 the school mail system must contain the date of posting or distribution and the
8 identification of the organization, together with the designated authorization by the
9 CSEA president or designee; and (b) CSEA will not post or distribute information
10 which is derogatory or defamatory of the District or its personnel, subject to its
11 immediate removal by the District, after consultation with the CSEA president or
12 designee. The District will assign an email address for every bargaining unit
13 member. To be provided this access, all unit members shall have on file a current,
14 signed Acceptable Use Policy. All electronic communication by unit members shall
15 be consistent with Board Policy/Administrative Regulation #4040.

16 5.1.3 To use without charge, facilities and buildings at reasonable times when
17 advance arrangements have been made with the District Business Office.

18 5.1.4 A designated office space to be provided to CSEA, currently at the Jean
19 Hayman site, for purposes of conducting CSEA business. Rental rate of \$600/month
20 to be waived. This office space designation will expire on June 30, 2030. Thereafter,
21 unless mutually agreed otherwise by both parties, it shall be extended by three (3)
22 year increments.

23 5.1.5 The right to review unit members' personnel files and any other records
24 dealing with unit members, when accompanied by the unit member or on
25 presentation of a written authorization signed by the unit member.

26 5.1.6 The right to be supplied with a complete seniority roster, by hire date, of all
27 bargaining unit members on or about October 15 and April 15 of each year of this
28 Agreement and at the request of CSEA. Seniority lists shall indicate current
29 classification and class seniority as of June 30th of the previous school year.
30 Seniority lists shall be made available at each school site and work location and five
31 (5) copies shall be provided to the CSEA President. A unit member who wishes to
32 protest his/her length of service on the seniority list or who disagrees with the hire
33 date credited, must file a written protest with Personnel Services within thirty (30)
34 calendar days of the posting which contains his/her name for the first time, or within
35 thirty (30) calendar days of the posting of any subsequent list which shows a change
36 in his/her seniority from that on the last prior list. Each protest shall be answered in
37 writing with a copy to CSEA. If an error has been made, the list will be corrected and
38 the correction will appear on the next published list. In addition to the seniority lists

provided for above, the District shall update the seniority list at the time any layoff notice is given.

5.1.7 The right to receive two (2) copies of the board agenda and two (2) copies of the tentative, preliminary and final budget and J-380 report.

5.1.8 The right to review at reasonable times, relevant material in the possession of or produced by the District, necessary to CSEA to fulfill its role as the exclusive bargaining representative.

5.1.9 CSEA Release Time Chief Union Steward (CUS):

To resolve personnel matters prior to collaboration meetings, broaden the base of active participation in the CSEA Lake Elsinore Chapter 598 and conduct lawful Association business, the parties recognize that it is to the advantage of the District, the Association, and the community for the CSEA Chief Union Steward (CUS) to take an active role to foster a positive work environment for employees and a positive and safe learning environment for students.

The parties also understand the importance to build a collaborative and pro-active problem-solving approach to issues. The CSEA Chief Union Steward (CUS), will be released from his or her regular duties to the District for the elected term(s). Effective July 1, 2024, the appointee will receive full release time from their regular permanent work hours.

In the event that the CSEA CUS works fewer than twelve (12) months, or 244 days, he or she will be assigned an 8-hour 244-day work year calendar agreed to by the parties.

The CSEA CUS shall be compensated at his/her daily rate of pay as set forth in Appendix D1 of the Bargaining Unit Agreement.

The CSEA CUS shall receive the associated leaves, holidays, health and welfare benefits, retirement benefits, pay, etc. of the 8-hour 244-day work year calendar.

The CSEA CUS shall be paid in the usual manner as if he or she were a regular employee of the District and shall suffer no reduction in salary, step, fringe, seniority, or other benefits.

The CSEA CUS will submit a tentative work-year calendar in accordance with Article 11.8.2.

All absences will be reported in accordance with the collective bargaining agreement and standard District absence reporting processes.

Upon changing of the CSEA CUS, both parties agree to negotiate impacts associated with the selection of a new designee.

The CSEA CUS will receive the rate of pay and work year assigned to their permanent position at the time of their return.

1 The CSEA CUS shall be guaranteed the right to return to their classification occupied
2 before election. If said position is not available as a result of reduction, layoff,
3 restructure, etc. the parties will meet to negotiate their return.
4 The District will pay for the compensation for the CSEA CUS, additional approved off-
5 calendar extra duty allotment, and any approved overtime accrued by the CSEA CUS.
6 The CSEA CUS will receive full Public Employees Retirement System (PERS) service
7 credit for all contracted workdays to the extent permitted by law and CalPERS, as
8 well as Health and Welfare Benefits, holidays, and leaves of a 244-day, 8-hour
9 position.

10 5.1.10 The CSEA president or designee shall receive up to forty (40) days of release
11 time to conduct CSEA business. CSEA will make every effort to notify the District, in
12 writing, prior to the release days.

13 5.1.11 CSEA shall have the right to conduct one (1), two (2) hour orientation session
14 on this Agreement each year for bargaining unit members, during regular working
15 hours.

16 5.1.12 The right to have up to nine (9) delegates receive paid release time to attend
17 the CSEA annual conference. The District will provide reasonable release time for
18 bargaining unit members to serve on State CSEA positions.

19 5.1.13 All unit members shall be allowed two (2) hours of unpaid release time to
20 attend monthly CSEA Chapter meetings. A supervisor may require that a bargaining
21 unit member remain at work if a bargaining unit member's assignment requires
22 completion due to a compelling school site or District facility need.

23 5.1.14 The District shall include the CSEA President/Designee fifteen (15) minutes to
24 discuss new CSEA unit member information. This time shall be inclusive of the forty
25 (40) days of President Release time referenced in Article 5.1.8.

26 5.2 Selection of Job Stewards CSEA shall notify the District in writing of names of the job
27 stewards and the group they represent. If a change is made, the District shall be advised in
28 writing of such change.

29 5.3 Job stewards shall have the authority to file notice and take action on behalf of
30 bargaining unit members relative to rights afforded under this Agreement.

31 5.4 Job stewards shall, at any time, be entitled to seek and obtain assistance from CSEA staff
32 personnel for the purpose of processing grievances and matters related thereto and other
33 reasons relating to wages, hours and terms and conditions of employment covered by this
34 Agreement.

35 5.5 Grievance Processing CSEA shall receive, in addition to 5.1.8 above, release time without
36 loss of compensation to attend negotiations, consultation, impasse and grievance
37 proceedings, and to represent unit members during disciplinary meetings called by
38 supervisors.

1 5.6 Distribution of Contract Within 30 days of ratification, the District shall provide CSEA
2 with sufficient full-sized copies of this Agreement for distribution to the Association
3 Executive Board, Bargaining Team, and Job Stewards. In addition, the District shall place a
4 copy of this Agreement on the LEUSD website and provide each unit member with a full-
5 sized copy of this Agreement.

6 5.7 AB119 New Employee Orientation

7 5.7.1 District Notice to CSEA of New Hire Orientations

8 5.7.1.1 CSEA shall receive not less than then (10) days' notice in advance of
9 an orientation, except that a shorter notice may be provided in a specific
10 instance where there is an urgent need critical to the District's operations
11 that was not reasonably foreseeable.

12 5.7.1.2 The Chapter President or designee will receive thirty (30) minutes of paid
13 release time to conduct the orientation session. The CSEA Labor Relations
14 Representative may also attend the orientation session. Said release time shall not
15 be counted against the total release time contained in Article 5 of the collective
16 bargaining agreement.

17 5.7.2 Employee Information

18 5.7.2.1 "Newly hired employee" or "new hire" means any employee, whether
19 permanent, full time, part time, hired by the District, and who is still
20 employed as of the date of the new employee orientation. It also includes all
21 employees who are or have been previously employed by the District and
22 whose current position has placed them in the bargaining unit represented
23 by CSEA. For those latter employees, for purposes of this article only, the
24 "date of hire" is the date upon which the employee was placed in the CSEA
25 unit.

26 5.7.2.2 The District shall provide CSEA with contact information on the new
27 hires. The information will be provided to CSEA electronically via a mutually
28 agreeable secure FTP site or service, within 30 days of the date of hire or by
29 the first pay period of the month following. This contact information shall
30 include the following items, with each field in its own column:

- 31 i. First Name;
- 32 ii. Middle initial;
- 33 iii. Last name;
- 34 iv. Suffix (e.g. Jr., III)
- 35 v. Job Title/Classification;
- 36 vi. Department;
- 37 vii. Primary worksite name;
- 38 viii. Worksite telephone number;
- 39 ix. Home Street address (incl. apartment #)

- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Birth date;
- xvii. Employee ID;
- xviii. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

5.7.2.3 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 information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title/Classification;
- vi. Department;
- vii. Primary worksite name;
- viii. Worksite telephone number;
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. ZIP Code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. Personal email address of the employee;
- xvi. Birth date;
- xvii. Employee ID;
- xviii. Hire date.

1 5.7.3 District Notice to CSEA of New Hires

2 5.7.3.1 The District shall provide CSEA notice of any newly hired employee,
3 within thirty (30) days of date of hire, via an electronic mail to the chapter
4 president/designee. This information shall include the following: full legal
5 name, date of hire, classification, and site.

6 5.7.3.2 The District shall include the CSEA membership application in any
7 employee packet of District materials provided to any newly hired
8 employee. The District shall provide a copy of completed membership
9 applications to the CSEA President or designee. CSEA shall provide copies of
10 all CSEA literature/membership applications to be included in the packet to
11 the District.

12 5.7.4 Grievance Procedure

13 5.7.4.1 Any alleged violation, misinterpretation, or misapplication of the
14 terms of this agreement shall be subject to the grievance provisions of the
15 Collective Bargaining Agreement, except as follows:

16 i. Only CSEA can grieve Article 5.7.

17 5.7.5 Duration of Agreement

18 5.7.5.1 This agreement shall become effective November 30, 2017, and shall
19 continue in effect up to and including June 30, 2020, and renew
20 automatically if not reopened in writing by either party prior to renewal.

21
22 **ARTICLE 6. GRIEVANCES**

23
24 6.1 Definitions

25 6.1.1 A "Grievance" is a formal written allegation by the grievant that he/she has
26 been adversely affected by a violation of the specific provisions of this Agreement.

27 6.1.2 A "Grievant" must be a bargaining unit member of CSEA or a CSEA Chapter
28 Representative.

29 6.1.3 A "Day" is any day in which the District Office of the Lake Elsinore Unified
30 School District is open for business.

31 6.2 Level I: Immediate Supervisor

32 6.2.1 An aggrieved unit member may within thirty (30) days after the occurrence, of
33 the act or from when the alleged violation was discovered, present directly or
34 through his/her authorized representative, his/her grievance to his/her immediate
35 management supervisor. The grievance shall be submitted on the grievance form
36 (refer to Appendix F) and shall include the date of the alleged violation, the Contract
37 Article(s)/Section(s) alleged to have been violated, and a statement of the
38 circumstances that prompted the allegations. A Level I informal conference shall be

1 held with the grievant's immediate supervisor. If the grievance is not satisfactorily
2 adjusted, the grievance may proceed to Level II.

3 6.2.2 A unit member may present a grievance directly and have such grievance
4 adjusted without the intervention of CSEA, as long as the adjustment is not
5 inconsistent with the terms of this Agreement.

6 **6.3 Level II: Immediate Supervisor**

7 6.3.1 Within ten (10) days after the informal conference (6.2), the grievant or his/her
8 representative must present his/her grievance in writing to the immediate
9 management supervisor on the Grievance Form if the grievance is not resolved at
10 the informal level.

11 6.3.2 In addition to the information submitted at Level I, the grievance shall include
12 the date of the informal conference and the remedy sought.

13 6.3.3 The supervisor will communicate his/her decision to the unit member in
14 writing within five (5) days after receiving the grievance.

15 6.3.4 The President of CSEA or grievance officer shall be provided with copies of any
16 grievance filed by unit members and any response by the District.

17 **6.4 Level III: Next Level of Supervision**

18 6.4.1 If the grievance is not satisfactorily adjusted by the immediate supervisor or if
19 the immediate supervisor fails to respond in accordance with Level II, the grievance
20 may be submitted to the next level of supervision or within five (5) days after the
21 immediate supervisor fails to respond in accordance with Level II.

22 6.4.2 Within five (5) days after the receipt of the grievance at Level III, the next level
23 of supervision shall hold a meeting to discuss and seek to resolve the grievance. The
24 grievant and the President of CSEA or grievance officer shall be notified in writing of
25 the response at Level III, within five (5) days after the meeting.

26 **6.5 Level IV: Superintendent/Designee**

27 6.5.1 If the grievance is not satisfactorily adjusted at Level III, the grievance may be
28 submitted in writing to the District Superintendent within five (5) days of the receipt
29 of the response at Level III or within five (5) working days after the time periods
30 called for in Level III have passed. Within ten (10) working days of the receipt of the
31 grievance at Level IV, the Superintendent or his/her designee will meet with the
32 grievant in an attempt to resolve the grievance. Within five (5) days after this
33 meeting, the Superintendent or his/her designee shall deliver to the grievant and
34 the CSEA President or his/her designee, the response to the grievance.

35 **6.6 Level V Mediation: District Superintendent/Designee**

36 6.6.1 If the grievant/CSEA is not satisfied with the decision at Level IV the grievant
37 may, within five (5) days, submit a notice in writing to the Superintendent that the
38 grievant is preceding to mediation. Within five (5) days of receipt of a Level V
39 grievance, the Superintendent or designee must request a conciliator from the State

1 Conciliation Services. A meeting shall be scheduled within fifteen (15) days of
2 receipt of a written request for mediation. The conciliator shall, within five (5) days
3 after arrival, attempt to bring the parties to a satisfactory agreement. In the event a
4 mediation session does not take place within fifteen (15) days of receipt of a written
5 request for mediation, the grievant may appeal the grievance to Level VI (Board of
6 Trustees); however, a mediation session must take place as described in this Article
7 previous to the issuance of a request for arbitration.

8 6.7 Level VI Board of Trustees: District Superintendent/Designee

9 6.7.1 If the grievant and/or the Association are not satisfied with the decision at
10 Level V he/she or CSEA may, within ten (10) days, appeal the decision in writing to
11 the Board of Trustees. The appeal shall include copies of the original grievance
12 statement and appeals and decisions at each prior level. The grievant may present
13 his/her case to the Board of Trustees at their next regularly scheduled meeting or, at
14 their discretion, at an earlier special meeting. At this and all levels, the grievant
15 and/or CSEA shall have the right to present evidence, call witnesses and to have self-
16 chosen representation if he/she wishes. The Board of Trustees shall have ten (10)
17 additional days to render a written decision.

18 6.8 Binding Arbitration: District Superintendent/Designee

19 6.8.1 If the grievant is not satisfied with mediation, he/she may within five (5)
20 working days submit a request in writing to the Superintendent and CSEA requesting
21 that the grievance be submitted to binding arbitration. CSEA shall, within five (5)
22 days of receipt, notify the Superintendent of CSEA's disposition on the arbitration
23 request.

24 6.8.2 CSEA and District shall schedule a pre-arbitration meeting to discuss the
25 issue(s) to be submitted to arbitration and attempt to mutually select an arbitrator.
26 If no agreement can be reached within ten (10) days, they shall request the State
27 Conciliation Service to supply a panel of five (5) names. Each party shall alternately
28 strike a name until only one name remains. The remaining panel member shall be
29 the arbitrator. The order of the striking shall be determined by lot.

30 6.8.3 The fees and expenses of the arbitration and hearing shall be borne equally
31 between the parties.

32 6.8.4 Either party may request a transcript of the proceedings and the party
33 requesting such shall bear the expense thereof. Each party shall bear the expense of
34 the presentation of its own case.

35 6.8.5 The arbitrator shall have no power to alter, amend, change, modify, add to or
36 subtract from any of the terms of this Agreement. The decision of the arbitrator
37 shall be based solely upon the evidence and arguments presented to him/her by the
38 respective parties in the presence of each other.
39

1 6.9 Group Grievance

2 If the grievance involves unit members with different supervisors, the grievance may be
3 submitted at Level III to a supervisor of any of the grieved unit members. The time limits for
4 submission and the subsequent processing shall be the same as set forth in Section 6.2 in
5 regard to a class or group grievance.

6 6.10 Grievance Witnesses

7 Up to two (2) District unit members shall be made available for testimony in connection
8 with the grievance procedure, if requested by CSEA or the grievant. Any District unit
9 member witness required to appear in connection with this Article shall suffer no loss of
10 pay.

11 6.11 Separate Grievance Files

12 All materials concerning a unit member's grievance shall be kept in a file separate from the
13 unit member's personnel file, which file shall be available for inspection only by the unit
14 member, the CSEA grievance representative and other management, supervisory and
15 confidential unit members directly involved in the grievance procedure.

16 6.12 Reprisals

17 There shall be no reprisal of any kind whatsoever by the District administration or Board of
18 Trustees against any grievant or against the Association or any other participant in the
19 grievance procedure by reason of such participation.

21 **ARTICLE 7. PAY AND ALLOWANCES**

23 7.1 Regular Rate of Pay and Salary

24 The regular rate of pay for each position in the bargaining unit shall be in accordance with the
25 rates established for each class as provided for in Appendix B which is attached hereto and by
26 reference incorporated as a part of this Agreement. The regular rate of pay shall include any
27 shift differential required to be paid under this Agreement.

29 **2022/2023 - 13% on salary**

- 30 • 13% ongoing compensation increase to the Classified Salary Schedule based on the
- 31 2021/2022 Classified Salary Schedule, retroactive to July 1, 2022.
- 32 • The retroactive salary increase is to be paid no later than the December 2022 pay
- 33 warrant. Retroactive pay will include extra duty, overtime, and out-of-class pay.

35 **2023/2024 – 2% one-time**

- 36 • 2% one-time, off-schedule payment based on the 2022/2023 Classified Salary
- 37 Schedule.
- 38 • To be paid no later than the December 2023 pay warrant.
- 39 • Article 7.3 Regular Rate of Pay is closed for the 2023/24 school year.

1 **Extra Duty Rate of Pay Increase For ELO (Expanded Learning Opportunities) Allowable**
2 **Activities**

3 Classified Employees receiving extra duty for extra work performed under the ELO
4 Allowable Uses, such as after school tutoring, Summer School, Intersession, and
5 Summer Literacy Camp shall receive an additional 14% increase to the rate of pay. See
6 Appendix D2.

7 If/when ELO Funding expires, the district shall continue to fund extra duty at the above
8 rates and uses.

9 **Professional Development Days:**

- 10 • All employees with a work year calendar of less than 183 days will have one (1) work
11 day added to their work year calendar.
- 12 • Beginning in the 2023/2024 work year, two days of Professional Development will
13 be added and contained within the classified employees' work calendar.
- 14 • The parties will meet to determine workday calendars incorporating these
15 Professional Development Days.
- 16 • In the event, that there is a workload impact on employees to attend Professional
17 Development, the employee may request in writing to their supervisor, extra duty or
18 overtime pay. The Supervisor will meet with the employee to discuss the workload
19 impacts. If an employee is denied the extra duty or overtime, the employee may
20 appeal to the Director, of Personnel Support Services. The Director will provide CSEA
21 with a copy of any appeal.
- 22 • The training to be provided to classified bargaining unit members will be determined
23 In accordance with Article 17 specifically 17.4 Professional Development Curriculum
24 Planning Committee.

25
26 **2024-2025: 5.5% Off Schedule Payment**

- 27 1. 5.5% one-time, off schedule payment based on the 2022-2023 Salary Schedule, paid
28 on the June Pay Warrant. The one-time off schedule payment will be paid to
29 employees who are in and active paid status as of May 31, 2025.
- 30 2. All off schedule payments made during the 2024-2025 school year will be paid in lieu
31 of an on-going salary increase, in accordance with guidance provided through PERS
32 Circular Letter 200-044-23.

33
34 **2025-2026: 8.49% Total On Schedule Compensation Increase, comprised of 5.49% New**
35 **Funds and Previously Committed Existing Funds and 3% Off Schedule Payment to All**
36 **Classified Employees and 7% Off Schedule Payment to Classic PERS Members**

1. 5.49% ongoing compensation increase to the Classified Salary Schedule based on the 2022-2023 Classified Salary Schedule.
2. The amount of the District's commitment to PERS Contributions for Classic Members shall be added to the Classified Salary Schedule.
3. The amount of the District's commitment towards the Classification Compensation Study shall be added to the Classified Salary Schedule.
4. Commencing July 1, 2025 the Classified Salary Schedule will be increased 8.49% (inclusive of items 1 through 3) based on the 2022-2023 Classified Salary Schedule.
5. To stem the rising cost of healthcare, all bargaining unit members in an active paid status on October 31, 2025, shall be paid a one-time off schedule payment of 3% based on the 2025-2026 Salary Schedule; this payment shall be paid on the November Pay Warrant.
6. 7% one-time, off schedule payment based on the 2022-2023 Salary Schedule paid to all Classic PERS members in an active paid status on June 30, 2025. This payment will be made on or before July 31, 2025.

7.2 Paychecks

All regular paychecks of unit members in the bargaining unit shall be itemized to include all deductions, overtime, additional wage benefits and differentials, and hours worked if available through the County office.

7.2.1 Classified unit members will receive "level pay" of either 11 or 12 payments beginning July 1, 1997. Level pay means that unit members who work 218 days or less will have their holiday and vacation pay added into their monthly paycheck.

7.2.2 Summer unit members, working outside of their normal assignment, will be provided with notification of pay frequency, job description, locations and duration.

7.2.2.1 Summer pay will be subject to an employee's regular payroll tax deductions and not flat taxed.

7.2.3 Vacation payout: In accordance with Article 11. VACATION PLAN, any vacation carryover requiring a payout to the bargaining unit member shall be paid on the August payroll.

7.3 Frequency - Once Monthly

All unit members in the bargaining unit shall be paid once per month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

7.4 Payroll Errors

Any payroll error resulting in insufficient payment for a unit member in the bargaining unit shall be corrected and a supplemental check issued, not later than five (5) working days after the unit member provides notice to the payroll department. Any payroll error resulting in overpayment for a unit member in the bargaining unit shall be repaid

1 immediately or according to a written repayment schedule mutually agreed upon by the
2 District and the unit member.

3 7.5 Special Payments

4 Any payroll adjustment due a unit member in the bargaining unit as a result of working
5 out of class, re-computation of hours or other reasons other than procedural errors shall
6 be made and a supplemental check issued not later than five (5) working days after the
7 unit member provides notice to the payroll department.

8 7.6 Split Shift Premium

9 A split shift premium of one dollar and seventy-five cents (\$1.75) per day will be paid
10 when a break in work shift equals or exceeds one and one-half (1-1/2) hours.

11 7.7 Bilingual Premium Pay

12 7.7.1 A Bilingual Premium pay of two thousand dollars (\$2,000) per year shall be paid
13 to bargaining unit members selected to regularly perform translation services e.g.
14 Individualized Educational Plans (IEP), Student Study Teams (SST), 504s, Language
15 Assessment Team (LAT), Student Attendance Review Boards (SARB),
16 Discipline/Suspensions, and all other needs that require translation services for the
17 purpose of District business and student support. The District will evaluate the
18 number of members per site required to perform such services on an annual basis.

19 7.7.2 Unit members selected to receive the annual Bilingual Premium pay will receive
20 four (4) hours of paid training annually.

21 7.7.3 Due to a specific need for translation services, the site may occasionally request
22 the designated unit member work additional hours. These hours will be paid in
23 accordance with Article 8 of the collective bargaining agreement.

24 7.7.4 A bargaining unit member selected to provide translation services agrees s/he
25 shall not refuse to provide said services in accordance with this agreement. The unit
26 members understand and agree that all translation services are confidential.

27 7.7.5 Overtime and extra duty distribution shall be offered equally as is practicable
28 among the selected bargaining unit members receiving the Bilingual Premium pay at
29 the site beginning with overall District Seniority.

30 7.7.6 The unit member will be notified at least 48 hours in advance of all scheduled
31 meetings, except Discipline/Suspensions, and impromptu site needs, such as parent
32 visits and/or phone calls, which will require a shorter notice. It is understood there
33 may be occasion to call an emergency IEP meeting and advance notice is not possible.

34 7.7.7 The District reserves the right to determine the competency examination
35 method that determines a unit member's ability to verbally translate and the
36 examination's content.

37 7.7.8 Bilingual Premium pay shall be paid monthly and end on June 30th of every
38 school year.

1 7.7.9 Unit members will be selected annually by ~~site~~ District administration based on
2 site needs, previous job performance and personnel needs of the District. If there are
3 more qualified individuals than site needs, final selection will be determined by overall
4 District Seniority of employees assigned to the site.

5 7.7.10 A total of fifty (50) employees will receive the payment of two thousand dollars
6 (\$2000) annually. The District financial commitment shall not exceed \$100,000 per
7 year.

8 7.8 Lost Checks

9 Any paycheck for a unit member in the bargaining unit which is lost after receipt or
10 which is not delivered within five (5) days of mailing, if mailed, shall be replaced not
11 later than ten (10) working days following the unit member's written request of the
12 payroll department for replacement of the check.

13 7.9 Mileage

14 Any unit member in the bargaining unit required to use his/her own vehicle on District
15 business shall be reimbursed at the rate, which would be allowed under the current
16 year's federal income tax deduction. The mileage computation shall include mileage
17 necessary to return to the unit member's normal job site after the completion of the
18 District business. Mileage claims shall be made on District forms and be submitted on a
19 monthly basis. The amount shall be payable in a separate warrant drawn against
20 District funds within thirty (30) days of submission of the claim by the unit member in
21 the bargaining unit.

22 7.10 Meals

23 Any unit member in the bargaining unit, who, as a result of work assignment must have
24 meals away from the District, shall be reimbursed for the full cost of the meal, within
25 limitations set by Board Policy and Procedures and receipts provided, not later than
26 thirty (30) working days after submission of the expense claim.

27 7.11 Lodging

28 Any unit member in the bargaining unit, who, as a result of work assignment must be
29 lodged away from home overnight, shall be reimbursed for the full cost of such lodging.
30 When possible, the District shall make advance reservations, or if necessary, provide
31 advance funds to the unit member for such lodging. If advance funds are not available
32 to cover the full cost of required lodging, the District shall reimburse the unit member
33 for out-of-pocket lodging expense within thirty (30) working days after the unit member
34 has submitted an expense claim.

35 7.12 Compensation for Working Out of Classification

36 A unit member shall not be required to perform duties not a part of his/her
37 classification, except as provided in this section:

38 7.12.1 A unit member assigned duties not a part of his/her classification shall have
39 his/her salary adjusted upward for the entire period he/she is required to work out

1 of classification in a higher class, in an amount which reasonably reflects the duties
2 assigned.

3 7.12.2 If assigned to duties normally performed by unit members in a higher
4 classification, the unit member shall receive the regular rate of pay for that higher
5 classification at the step which results in a minimum of four (4) percent more than
6 the unit member receives in his/her normal classification.

7 7.12.3 The Out of Class request form in Appendix O will be completed by the
8 bargaining unit member and submitted to their Immediate Supervisor. The
9 employee and the supervisor shall have a meeting within five (5) days after receiving
10 a copy of the request. The employee will receive a written response from their
11 Supervisor within five (5) days of the meeting. If the supervisor agrees to the out of
12 class, the supervisor shall initiate a Personnel Action Request form to request
13 payment with a copy of the completed Out of Class request form attached.
14 Nothing shall prohibit the employee from filing a grievance in accordance with
15 Article 6 – Grievances and the timeline above shall not be considered as part of the
16 grievance timeline for purposes of processing.

17 7.13 Classification/Compensation Study Planning Team

18 The District and CSEA will form a Classification/Compensation Study Team composed of
19 an equal number of members. The CSEA President or designee will appoint the CSEA
20 members. By March 1, 2019, the team will research and recommend methods on how
21 to conduct a comprehensive salary study and update job descriptions. The negotiating
22 teams will review the recommendations of the Classification/Compensation Study
23 Planning Team. The District shall determine the feasibility and the extent to which the
24 study is conducted, e.g. a complete study or in phases. For purposes of reclassification
25 only, this provision shall immediately suspend Article 7.15, current reclassification
26 contract language. All reclassifications submitted after February 1, 2018 through
27 October 17, 2018, will be included in this process and be given priority. If through the
28 study process, the pending reclassifications are reclassified, they shall have their
29 submission dates recognized for retroactivity purposes.

30 7.14 Probation

31 Each bargaining unit member employed by the District to fill a regularly established full
32 time or part time position shall be classified as a probationary unit member during the
33 first one hundred thirty (130) working days of his/her service. At the completion of a
34 successful probationary period, a unit member is classified as a permanent unit
35 member. Upon mutual agreement by the District and CSEA, any probationary period
36 may be extended up to one year or 12 months. New unit members will receive written
37 evaluations at intervals of 60 working days, 75 working days, and 120 working days. The
38 probationary period shall be concluded at the close of business on the 130th working
39 day.

1 7.14.1 A permanent unit member promoted to a higher classification or voluntarily
2 demoted to a lower classification, in which they have not attained permanency, shall
3 serve a probationary period of sixty-six (66) working days in the higher or lower
4 classification. After successful completion of the sixty-six (66) working day
5 probationary period, the unit member shall have established permanency in the
6 higher or lower classification.

7 7.14.1.1 By not later than twenty (20) working days the permanent unit
8 member will receive their first Performance Appraisal.

9 7.14.1.2 By not later than forty-five (45) working days the permanent unit
10 member will receive their second Performance Appraisal.

11 7.14.1.3 The probationary period shall be concluded at the close of business
12 on the 66th working day and the permanent unit member shall be deemed a
13 permanent unit member in the higher or lower classification.

14 7.14.1.3.1 By mutual agreement between the District and CSEA, if the
15 permanent unit member does not receive either of their probationary
16 performance appraisals, the probationary period shall be extended by
17 an equal number of days the evaluations are overdue.

18 7.14.2 In the event a permanent unit member promoted to a higher classification or
19 voluntarily demotes to a lower classification fails to successfully complete the sixty-
20 six (66) working day probationary period in the higher or lower classification, the
21 unit member shall be reassigned to a position in the classification from which he/she
22 was promoted or voluntarily demoted.

23 7.14.2.1 The District shall provide notification to CSEA in the event of a
24 reassignment.

25 7.14.3 Unit members new to the District may apply for other positions that are open
26 to unit members and non unit members; however, unit members shall complete
27 their probationary period in the position into which they were hired previous to
28 assignment to or promotion to any open position to internal applicants only.

29 7.15 Reclassification

30 A classified unit member who is reclassified or assigned to a higher position shall, as of
31 the date of appointment, be placed on the step in the new classification resulting in a
32 minimum increase of five (5) percent. If a salary increment is due the unit member at
33 the time of reclassification, it shall be credited and applied in the determination of the
34 new salary step.

35 7.15.1 Except by mutual agreement between the parties this procedure shall be the
36 sole means of reclassifying positions within the bargaining unit and reclassification
37 actions are not subject to the grievance procedures of the Agreement.

38 7.15.2 Reclassification means where, as a result of the gradual increase of duties
39 being performed by a unit member and where the duties will be extended on a

continuing basis, the incumbent shall be entitled to have the position upgraded to a higher classification. It is the intent of this section to provide for the upgrading of positions to higher classifications where there has been a significant change, required by the District, in the duties being performed by incumbents in such positions, where changes are not temporary in nature, and where the changes require a skill level or a responsibility level higher than that usually required of the existing position classification. Reclassification is not appropriate for only an increased volume of work within the unit member's job description.

7.15.3 Unit members may file requests for reclassification (Appendix N) with the District personnel office between the first working day in the month of September until the last working day in September of each fiscal year for consideration. A request (individual or classification) for reclassification shall only be considered once per fiscal year. The reclassification committee shall render a decision no later than: June 30 of each fiscal year.

A Reclassification Committee comprised of equal numbers of three (3) CSEA and three (3) District representatives will review the basis for the reclassification. Classified subject matter experts may be called upon to provide information to the Reclassification Committee. The personnel office will submit a recommendation to the Superintendent or designee with a copy to the unit member and CSEA. The Superintendent or designee shall present up to four (4) recommendations in favor of reclassification for the Governing Board's approval per fiscal year. Both parties may mutually agree in a given fiscal year to increase the number of reclassification recommendations to present for the Governing Board's approval. The decision of the Board shall be provided to the affected unit member and CSEA.

7.15.3.1 The cap of four (4) reclassification recommendations per fiscal year shall be piloted for the 2025-2026 school year. If neither party provides notice to negotiate any changes by June 30, 2026, this cap shall remain incorporated into the contract.

7.15.3.2 Requests for Reclassification – "Request for Reclassification Forms" may be obtained from the District Website (see Employee Resources) or from the Personnel Office during normal business hours. All reclassification requests must be hand-delivered and date-stamped in the Personnel Office and shall be forwarded to the appropriate supervisor and a copy shall be provided to the unit member. Reclassification requests will be reviewed by the Reclassification Committee in chronological order according to the date submitted. Requests for reclassification may be initiated by the unit member, the unit member's supervisor, or the division head. The Personnel Office shall be responsible for collecting information regarding each request and

1 shall provide the requests and copies of reclassification requests to all
2 members of the Reclassification Committee no later than the 10th work day
3 in October.

4 By no later than September 1 of every school year the District and
5 CSEA will schedule Reclassification Committee weekly meetings. The
6 Committee shall review the requests and documentation to
7 determine their merits. The Committee may interview unit members,
8 management supervisors, mutually agreed upon subject matter
9 experts and/or division heads affected by the outcome of the request
10 for reclassification. The Reclassification Committee shall determine
11 one of the following:

12 A. The employee is not performing out of class duties and the
13 Reclassification Request will be denied; or

14 B. The employee is performing out of class duties and his/her position
15 shall be reclassified effective upon the date that their current
16 Reclassification Request was filed; or

17 C. The employee is performing out of class duties, the out of class
18 duties shall be removed and returned to the appropriate
19 classification, and the employee shall receive out of class pay if
20 appropriate in accordance with 7.12.2.

21 The Committee shall forward recommendations for reclassification to
22 the Superintendent/Designee for approval by the Governing Board at
23 the next regular board meeting.

24 7.15.3.3 Deliberation and investigation shall only occur in the Committee
25 setting unless the Committee provides consent.

26 7.15.4 Nothing in this section shall preclude a unit member from pursuing a
27 grievance regarding "working out of class" as distinguished from "reclassification."

28 7.15.5 If the procedure set forth in 7.15.3, above, does not resolve the issue by June
29 30th, CSEA may demand to negotiate any aspects of the requested reclassification
30 which are within the scope of negotiations.

31 7.15.6 In the event that the District hereafter creates a new job classification or
32 substantially changes the duties of an existing classification to which this agreement
33 applies, the District and CSEA shall meet to negotiate with regard to whether or not
34 such position is to be included within the bargaining unit and the rate of pay, job
35 title and minimum qualifications to be assigned to such position if the parties agree
36 that the position is to be included within the bargaining unit. In the event there is a
37 dispute as to whether or not the position is to be included within the bargaining
38 unit, either party may petition the Public Employment Relations Board for
39 clarification.

1 7.15.7 When a position or class of positions is reclassified or when a unit member
2 works out of class in an existing classification, unit member(s) shall be paid in
3 accordance with 7.15 or 7.12.2 as applicable.

4 7.15.8 When a position or positions are reclassified, the incumbent(s) in the
5 position(s) shall be entitled to serve in the new or higher position(s).

6 7.15.9 If the District proposes to abolish a position or class of positions, it shall notify
7 CSEA in writing at least two (2) weeks prior to Board of Education consideration of
8 the action, and shall, upon request of CSEA meet and negotiate regarding the effects
9 of the proposed action. This section shall not be construed to prohibit the District
10 from implementing a layoff or failing to fill a vacant position.

11 7.15.10 The unit member may file an appeal of the Committee's decision with CSEA
12 and the District Personnel office, in writing, within thirty working (30) days following
13 the decision. An interview with the appropriate unit member shall be scheduled with
14 the Committee and a neutral party mutually agreed upon. The Committee will
15 review all appeals and respond, in writing, within forty-five (45) working days
16 following receipt of the appeal. The Committee's response to the appeal shall be
17 final. A negative outcome in no way shall affect the unit member's eligibility to apply
18 for a reclassification in the following year.

19 7.15.11 If the procedure set forth in 7.13.10 above, does not resolve the appeal
20 within the 45 working days of the receipt of the appeal, the Reclassification
21 Committee shall forward the reclassification to the classified negotiation team. The
22 District and CSEA shall convene the negotiation process within fifteen (15) work
23 days.

24 7.16 Step Placement

25 New and promoted unit members may be given credit for not more than two (2) years
26 previous experience and placed not higher than the third step on the salary schedule.

27 7.17 Step Increase

28 The first day of July shall be considered as the anniversary date of employment for
29 salary schedule movement of all unit members in accordance with the procedures set
30 forth in this Article. Unit members must serve a minimum one-hundred-thirty-five (135)
31 of one-hundred-eighty (180) student attendance days (or 75% of the academic year), in
32 order to qualify for anniversary salary step movement, effective each first day of July.
33 Unit members whose date-of-hire results in completion of less than 75% of the
34 traditional academic year in active status (student attendance year) are eligible for
35 anniversary step increases on the first day of July, twelve (12) months after completion
36 of their first partial year of service. Unit members that are hired on or after November
37 1, 1997, will be eligible for salary step movement on July 1, 1999. Eligibility for salary
38 step increases will be established for succeeding years in accordance with the provisions
39 of this Article. Unit members are not required to serve a minimum of one hundred-

thirty-five (135) of one-hundred-eighty (180) student attendance days in active status within one job classification. Anniversary step movements shall be granted to unit members that receive promotions or otherwise transfer from one job classification to another provided they serve seventy-five percent (75%) of the academic year as defined in this Article.

7.18 Longevity Increments

Unit members shall receive longevity salary payments in the amounts listed below:

At The Completion of:	Longevity Pay
Ten (10) years of employment	One and one half percent (1.5%) of annual base salary, with a minimum longevity payment of \$850.
Fifteen (15) years of employment	Two and one half percent (2.5%) of annual base salary, with a minimum longevity payment of \$1400.
Twenty (20) years of employment	Four percent (4%) of annual base salary, with a minimum longevity payment of \$1950.
Twenty-Five (25) years of employment	Six percent (6%) of annual base salary, with a minimum longevity payment of \$2475.

Longevity payments shall be added to the unit members' regular payroll warrant in November and June of each fiscal year. To the extent allowable by law, longevity payments shall remain CalPERS creditable. In the event of Riverside County Office of Education (RCOE) requirements resulting in a monthly distribution, the parties agree to implement according to RCOE requirements in order for classified employees to accurately receive CalPERS credit.

It is expressly understood the maximum Longevity payment described in Article 7.18 shall be considered an integral part of unit members total compensation inclusive of salary and shall be taken into account in any salary or other compensation comparisons with other school districts or unit member groups.

1 7.19 Uniforms

2 The District shall pay for the full cost of the purchase, lease or rental of uniforms,
3 equipment, identification badges, emblems and cards required by the District to be
4 worn or used by bargaining unit members.

5 7.20 Tools

6 The District agrees to provide all tools, equipment, supplies and training reasonably
7 necessary to bargaining unit members for performance of employment duties.

8 7.21 Replacing or Repairing Unit Members' Property

9 Any materials or equipment that the unit member shall furnish and during the course of
10 usage be damaged or lost, shall be repaired or replaced by the District if the unit
11 member has received written approval from his/her supervisor to bring and use such
12 materials or equipment on the job.

13 7.22 Safety Equipment

14 Should the employment duties of a unit member in the bargaining unit require use of
15 any equipment or gear to ensure the safety of the unit member or others, the District
16 agrees to furnish such equipment, gear and training.

17 7.23 Physical Examination

18 The District agrees to provide the full cost of any medical examination required by the
19 District as a condition of employment.

20 7.24 District-Paid PERS

21 The District shall pay on behalf of all unit members participating in the Public Employees
22 Retirement System (PERS) the unit members' statutory contribution towards the PERS
23 payment up to a maximum of the current amount (monthly gross salary X .07). In the
24 event the unit member's monthly gross statutory contribution is increased in the future,
25 the unit member shall pay such increase, but, upon receiving a written request to
26 bargain from the Association within 30 calendar days after said increase becomes
27 effective, the District shall meet and negotiate in regard to the statutory change. It is
28 expressly understood that payment of the unit member's contribution towards PERS
29 under this section shall be considered an integral part of the unit member's
30 compensation including salary and shall be taken into account in any salary or other
31 compensation comparisons with other school districts or unit member groups.

32 7.24.1 The District will not unilaterally implement a change to Article 7.24 (District-
33 Paid PERS) without a minimum 60-day notice to the Association to negotiate the
34 reallocation of the 7% contribution.

35 7.24.2 Effective July 1, 2025, the District will no longer pay the employee
36 contributions to PERS on behalf of any employee.
37
38
39

ARTICLE 8. HOURS AND OVERTIME

8.1 Workweek

The workweek begins at 12:01 a.m. on Monday and ends at midnight the following Sunday. A unit member's normal work schedule shall not exceed five (5) consecutive days, eight (8) hours per day, nor more than forty (40) hours per week (Monday through Friday). This does not preclude the extension of the workweek or the workday on an overtime basis.

8.1.1 For the summer recess, the District may establish, on a voluntary basis, a ten (10) hour per day, four (4) consecutive day work week (Monday through Thursday; Fridays off). This alternative work week shall be communicated to the membership by the end of March. Participation in the 4/10 work week is on a voluntary basis. It is understood that an alternative work site may be provided for unit members who choose not to participate. Start times shall begin no earlier than 6:00 a.m. with mutual agreement from their supervisor with end times not later than 6:00 p.m. If a different work shift is necessitated by operational needs, these shifts shall be mutually agreed upon based on site and operational needs. During the week of Independence Day, a unit member may be offered to work three (3) ten (10) hour work days or work four (4) eight (8) hour days depending on which day the holiday occurs.

8.2 Work Day

The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit member shall be assigned a fixed, regular and ascertainable minimum number of hours, which shall not be less than three (3) hours per day.

8.3 Adjustment of Assigned Time

Any part-time unit member in the bargaining unit who is assigned an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive days will have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period with sick leave and holidays being retroactive. The provisions of this Section shall not apply to unit members that are assigned to work on a temporary basis in a higher classification pursuant to Education Code 45110 or to unit members who are assigned additional time outside of their regular assignments (job classification) on short-term temporary work assignments.

8.4 Lunch Periods All unit members covered by this Agreement shall be entitled to an uninterrupted lunch period, without pay, after the unit member has been on duty for four (4) hours. The length of time for such lunch period shall be for a minimum of one-

half (1/2) hour and shall be scheduled for full time unit members, at or about the midpoint of each work shift.

8.5 Working During Lunch Periods

Any unit member required to work during his/her lunch period shall receive pay at the rate of time and one-half (1-1/2) for all time worked during the normal lunch period.

8.5.1 Facilities The District shall have available at each work site, lunchroom and lavatory facilities for classified unit members' use.

8.6 Rest Periods

Bargaining unit members shall be granted rest periods on the following basis:

8.6.1 Less than four (4) hour-per-day unit members may schedule a rest break of ten (10) minutes or less with their supervisor.

8.6.2 Four to six (4-6) hour unit members shall receive a fifteen (15) minute rest period which shall be taken as near as possible to the mid-point of the unit member's work period.

8.6.3 Unit members who are assigned six (6) hours or longer work periods shall receive one (1) fifteen (15) minute rest period which shall be taken as near as possible to the mid-point of the first half of their work period and an additional fifteen (15) minute rest period to be taken as near as possible to the mid-point of the second half of their work period.

8.6.4 Specified periods may be designated by the supervisor when the operations of the District require someone to be present at the unit member's work site at all times.

8.6.5 Rest periods of a total of thirty (30) minutes on evening or special work shifts may be scheduled to the mutual convenience of the unit member and supervisor.

8.6.6 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

8.7. Overtime

Except as otherwise provided herein, all overtime hours as defined in this Section shall be pre-approved and compensated at the rate of pay equal to time and one-half (1-1/2) the regular rate of pay of the unit member for assigned overtime work. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or 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.

8.7.1 All hours worked beyond the workweek of five (5) days shall be compensated at the overtime rate, commencing on the sixth (6th) day of work.

8.7.2 All hours worked on holidays designated by this Agreement will be compensated at two and one-half (2-1/2) times the regular rate of pay plus regular per diem.

1 8.8 Shift Differential - Compensation

2 8.8.1 Any bargaining unit member who works 50% of his/her assigned work shift
3 between 6:00 p.m. and 10:59 p.m. shall be paid a shift differential premium of 5%
4 for all hours worked.

5 8.8.2 Any bargaining unit member who works any hours between 11:00 p.m. and
6 5:00 a.m. shall be paid an additional 2 and 1/2% for all hours worked after 11:00
7 p.m. in addition to that specified in 8.8.1

8 8.8.3 Any unit member who receives a shift differential premium on the basis of
9 his/her shift will suffer no reduction in pay, including differential, when assigned
10 temporarily to a day shift, which will not exceed ten (10) working days.

11 8.9 Compensatory Time Off

12 A unit member in the bargaining unit shall have the option to elect to take
13 compensatory time off in lieu of cash compensation for overtime worked. Such election
14 shall be submitted, according to standard District process, to their immediate Supervisor
15 the following workday after the overtime was earned. The unit member must schedule
16 the compensatory time at least (five) days in advance of taking the time off. The
17 compensatory time off not scheduled or taken will be paid to the unit member
18 accordingly. Compensatory time off not scheduled and taken by the unit member by the
19 end of October, February and May will be paid to the unit member on the November,
20 March, and June pay warrants accordingly. Compensatory time off shall be granted at
21 the appropriate rate of overtime in accordance with Section 8.7 of this Article.

22 8.10 Overtime /Extra Work Distribution

23 Overtime and extra work distribution shall be offered equally as is practical among
24 available qualified unit members within each classification/class at each work site
25 beginning with the most senior unit member. Seniority rights are waived if any
26 otherwise qualified bargaining unit member's most recent evaluation includes an overall
27 performance rating of "U" (unsatisfactory). Qualifications are defined as past job
28 performance, skills, work experience and recommendations.

29 8.10.1 Overtime and extra work distribution shall be offered equally as is practical
30 among available qualified unit members within each classification/class at each work
31 site beginning with the most senior unit member.

32 8.10.2 Thereafter, this work shall be offered to unit members in said
33 classification/class in the District by seniority for special events (i.e. Civic Center,
34 Athletics, etc.)

35 8.10.3 Work defined as substitute work shall be offered to unit members in said
36 classification/class on a first-come-first-serve basis to unit members who have
37 submitted an Overtime/Extra Work Availability form.

38 8.10.4 If not filled by 1 through 3 above, then said work shall be made available on a
39 first-come-first-serve basis on the electronic substitute management system to unit

1 members and substitutes who have the qualifications described herein and have
2 submitted an Overtime/Extra Work Availability form.

3 8.10.5 Seniority rights are waived if any otherwise qualified bargaining unit
4 member's most recent evaluation includes an overall performance rating of "U"
5 (unsatisfactory). Qualifications are defined as past job performance, skills, work
6 experience and recommendations.

7 Nothing herein shall be construed to prohibit the District from placing a substitute
8 employee as necessary.

9 **8.11 Extra Work Pay**

10 8.11.1 Substitute Work for Bargaining Unit Members Definition: Bargaining unit
11 members may be assigned to work in a vacancy or to replace a bargaining unit
12 member temporarily absent from duty. When performing this work, members are
13 compensated with Extra Work Pay in accordance with this article.

14 8.11.2 All bargaining unit members subbing and/or performing extra-duty
15 assignments within their same classifications shall be paid their regular rate of pay.

16 8.11.3 Bargaining unit members performing work in a lower classification of pay
17 shall be paid at step 1 of the classification being performed.

18 8.11.4 Bargaining unit members performing work in a higher classification of pay
19 shall be paid their regular rate of pay or at step 1 of that classification being
20 performed, whichever is higher.

21 8.11.5 If a unit member is removed by their supervisor during their primary duties
22 and placed in a higher classification, the member shall be paid at the out-of-class
23 rate in accordance with Article 7.12.

24 8.11.6 The District is not required to split assignments to accommodate part-time
25 employees to secure substitute work. The parties agree the intent of the
26 assignment – substitute work – is not to disrupt the overall operation of the District.

27 **8.12 Minimum Call-in Time**

28 Any unit member called in to work on a day when the unit member is not scheduled to
29 work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under
30 this Agreement when the call-in is between 6:00 a.m. and 12:00 midnight; and, three (3)
31 hours pay when the call-in is between 12:00 midnight and 6:00 a.m.

32 **8.13 Right to Refusal**

33 Any unit member shall have the right to reject any offer or request for overtime or
34 callback, on call, or call-in time. Failure of a unit member to respond to a written offer
35 of overtime constitutes a refusal of the overtime assignment.

36 **8.14 Standby Time**

37 All standby time shall be considered as regular hours worked and shall be compensated
38 on a straight time or overtime basis as are other hours worked under this Agreement.
39

1 8.15 Call-Back Time

2 Any unit member called back to work after completion of his/her regular assignment
3 shall be compensated for at least two (2) hours of work at the overtime rate,
4 irrespective of the actual time less than that required to be worked.

5 8.16 Paraeducator II/Special Education – Itinerant Assignment Program

6 8.16.1 Twenty (20) Paraeducator II: Special Education positions with an assignment
7 of Itinerant will be hired and report to the Special Education Department;

8 8.16.2 These Paraeducator II: Special Education positions will be assigned 6 hours
9 per day/181 day work year and work in the Pre-K-Adult Programs at various sites;

10 8.16.3 Shift hours are established from 7:30 a.m. – 2:00 p.m. It is understood the
11 shift start time is flexible and may change up to 30 minutes;

12 8.16.4 Itinerant positions are to cover the daily absences of regular employees to
13 meet the requirements of IEPs;

14 8.16.5 These positions will be assigned daily as follows:

15 8.16.5.1 Notification by Smart Find Express Automated Substitute
16 Management System, or

17 8.16.5.2 Notification from the Director or Designee, or

18 8.16.5.3 In the absence of notification referenced in 8.16.5.1 or 8.16.5.2
19 above, the employee shall report to the Special Education Department no
20 later than 7:30 a.m.;

21 8.16.6 Paraeducators will receive training up to 40 hours prior to their first
22 assignment to meet the requirements of the IEP;

23 8.16.7 Mileage will be provided if a paraeducator travels to more than one site
24 during the workday.

25 8.17 Summer School and Intersession

26 When work normally and customarily performed by bargaining unit members is
27 required to be performed at times other than during the regular academic year, the
28 work shall be assigned to bargaining unit members in the appropriate classifications as
29 provided in this section.

30 8.17.1 When necessary to assign bargaining unit members not regularly so assigned
31 to serve during a summer school or intersession period, the assignment shall
32 normally be made in order of in-classification seniority, but no unit member shall be
33 required to accept such assignment. If the unit member who meets the qualification
34 requirements and has the greatest in-classification seniority refuses the assignment,
35 it shall be offered to the other qualified unit members within the appropriate
36 classification in descending order of in-classification seniority until the position is
37 filled.

38 8.17.2 A unit member who accepts a summer school or intersession assignment in
39 accordance with the provisions of this section shall receive, on a pro rata basis, not

less than the compensation and benefits applicable to that classification during the regular academic year, and in no event shall his/her compensation and benefits be less, on a pro rata basis, than the compensation and benefits he/she was receiving immediately prior to the commencement of the summer school or intersession assignment. No pro rata compensation and benefits shall be applied on any basis other than on the relationship which the number of hours assigned for summer school or intersession employment bears to the number of hours assigned to the unit member during his/her regular assignment.

8.17.3 In the event that a unit member who accepts a summer school or intersession assignment in accordance with the provisions of this Section receives a special evaluation with an overall performance rating of "U" for his/her performance during the assignment, seniority rights shall be waived for the next available summer school or intersession. Previous to the issuance of a special evaluation, any work performance deficits shall be communicated in writing to the bargaining unit member with specific suggestions for improvement. The supervising administrator shall offer assistance in order to promote improvement to a satisfactory standard, and shall provide an adequate amount of time for improvement of any and all work performance deficits. Special evaluations issued pursuant to this Article shall be subject to the review process described in Article 14, Section 3.

8.18 Work Year Calendar

All bargaining unit members shall adhere to the work year calendar as established for his/her position (see Appendix A for work-year schedules).

8.18.1 By the end of March, the work year calendar shall be established in accordance with the District Instructional School Year Calendar in collaboration with CSEA. In April, work year calendars shall be distributed to unit members and unit members shall complete and return their calendars to their supervisors prior to the end of May.

8.18.1.1 Unit members not on level pay shall designate their annual vacation day accrual on the work year calendar for the ensuing school year.

ARTICLE 9. LAYOFF AND RE-EMPLOYMENT

9.1 Replacement of Vacant Positions

The following job classifications may be replaced with part-time unit members or full-time unit members when the position becomes vacant or when new positions have been created. It is not the intent of this section that any current unit member be replaced or laid off by creating part-time positions.

- Paraeducator II: Special Education
- Paraeducator II: Assignment

- Library/Media Assistant II

9.2 Definitions

9.2.1 "Layoff" is defined as an involuntary separation from District service due to lack of work or lack of funds.

9.2.2 "Class" is defined as the job family of related classifications as set forth in Appendix B of this Agreement and as follows:

9.2.2.1 Business/Information Services

9.2.2.2 Clerical/Secretarial Services

9.2.2.3 Food Services

9.2.2.4 Instructional/Student Services

9.2.2.5 Maintenance and Operations Services

9.2.2.6 Transportation Services

9.2.2.7 Warehouse and Delivery Services

9.2.3 "Classification" is defined as positions that are assigned a designated title, job description, minimum qualifications and salary range. Appendix B of this Agreement sets forth the several Classifications within each Class (job family).

9.2.4 "Classification Seniority" is defined as the hire date within a Classification, plus higher classifications, without a voluntary break in service and may also be referred to as "length of service".

9.2.5 The District will assign seniority numbers to bargaining unit members based upon those members' date of hire. If two (2) or more bargaining unit members have equal seniority as defined herein, length of service (seniority) shall be determined by lot.

9.3 Procedure

9.3.1 In the event of a reduction in force in any classification hereunder, layoff will be in reverse order of "Classification" seniority with the least senior unit member in that classification being laid off first.

9.3.2 Bargaining unit members to be laid off shall be notified by certified mail sent to the most recent address provided to the District by the unit member. The notice shall be deposited in the U. S. Mail no less than forty-five (45) calendar days prior to the effective date of the layoff. The notice shall contain the effective date of layoff, the reason for layoff, displacement rights (if any) and a copy of Article 9 of this Agreement.

9.3.3 After notification of displacement rights (if any), the unit member must notify the Personnel Office of his/her intention to exercise displacement rights within five (5) calendar days.

9.4 Displacement Rights (Bumping)

A bargaining unit member who has received notice of layoff may exercise his/her "Classification" seniority in the following order:

1 9.4.1 If a laid off unit member has sufficient seniority, he/she may displace the unit
2 member with the highest amount of hours/days of assignment, in the classification,
3 who has less seniority. If the affected unit member does not have enough seniority
4 to displace another unit member in their classification, then he/she may bump, in
5 the same manner, into equal or lower classifications in which they have worked, if
6 they have sufficient seniority.

7 9.4.2 A unit member displaced by the operation of this layoff procedure shall have
8 the same layoff rights and may exercise seniority displacement as though he or she
9 was being laid off.

10 9.4.3 If a vacant position exists within the affected employee's current classification
11 that is the same hours/days of assignment, and then in order of seniority, the unit
12 member shall be placed into the vacant position.

13 9.4.4 In lieu of the displacement rights described herein, a unit member may accept
14 reassignment to a vacant position in an equal or lower classification.

15 9.5 Effects of Lay-Off

16 9.5.1 Unit Members with at least three (3) years of seniority at the time of layoff
17 shall be entitled to retain their same level of fringe benefit coverage enjoyed prior to
18 layoff for five (5) months.

19 9.5.2 Severance pay will be paid to unit members who have worked seven (7) years:
20 five (5) day's pay for each year of service plus fringe benefits.

21 9.6 Reemployment Rights

22 9.6.1 Unit members who have been laid off shall be placed on an employment list
23 for thirty-nine (39) calendar months.

24 9.6.2 Unit members who, through operation of this Article, received fewer hours or
25 assignment to a lower classification shall be placed on the reemployment list for an
26 additional twenty-four (24) months.

27 9.6.3 Offers of reemployment shall be made in reverse order of layoff as vacancies
28 occur in classification for which the laid off unit member is qualified.

29 9.6.4 Individuals on a reemployment list shall have three (3) days to respond to a
30 verbal offer of reemployment which, if declined, will be followed by a written
31 verification of the declination, or five (5) days to respond to a written offer sent by
32 certified mail, beginning with the day it is deposited in the U. S. Mail to the most
33 recent address supplied to the District by the unit member.

34 9.6.5 Failure to respond within the time specified, a refusal of employment or failure
35 to return to work on the designated date shall cause the individual's name to be
36 permanently removed from the reemployment list. Except that failure to respond to
37 an offer upon first becoming eligible shall not cause the unit member's name to be
38 removed from the reemployment list, provided the unit member has previously
39 notified the District in writing of his/her temporary unavailability to accept an offer

of reemployment. The period of unavailability shall be limited to one occurrence and shall be for a period not to exceed thirty (30) calendar days.

9.6.6 A unit member who elects separation in lieu of displacement or who voluntarily accepts reassignment to a vacant position in another classification without exercising displacement rights, shall maintain his/her reemployment rights under this Article.

9.6.7 Bargaining unit members in layoff status shall have the right to participate in District promotional examinations.

9.7 General

9.7.1 The parties recognize that non-bargaining unit members in confidential and management positions have layoff, displacement and reemployment rights that may allow displacement of bargaining unit members. Such rights shall be consistent with the terms of this Article.

9.7.2 The District shall notify CSEA in writing of any impending layoff of bargaining unit members prior to publication of the agenda of the Board of Education meeting at which the layoff is to be considered.

9.8 Probationary Unit Member Layoff

Probationary unit members who are laid off because of staff reduction will be returned to their former positions on the basis of seniority within their given job description and as the need for their services may develop for a period of thirty-nine (39) months.

9.9 Retirement in Lieu of Layoff

Any unit member in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion or reduction in assigned time period. Such unit member shall, within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

9.9.1 The unit member shall then be placed on a thirty-nine (39) month reemployment list in accordance with this Article; however, the unit member shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code Sections.

9.9.2 The District agrees that when an offer of reemployment is made to an eligible person retired under this Article and the District receives within ten (10) working days, a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

9.9.3 A unit member subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off, shall be deemed to be permanently retired.

9.9.4 Any election to retire after being placed on reemployment lists shall be retirement in lieu of layoff, within the meaning of this section.

1 9.10 The District will adhere to all laws and Education Code sections applicable to the
2 layoff and displacement rights of unit members.

3 9.11 Nothing in this article shall be construed as a waiver of the Association's right to
4 negotiate the effects of a layoff.

5
6 **ARTICLE 10. LEAVES**

7
8 **10.1 Leave Balances**

9 The District shall provide each unit member with the amount of accrued sick leave and
10 vacation hours on each payroll warrant which reflects the previous month's balance.

11 **10.2 Bereavement Leave**

12 Bargaining unit members shall be granted a leave with full pay in the event of the death
13 of any member of the bargaining unit member's immediate family. The leave shall be
14 for a period of five (5) days in the event of death for any of the following immediate
15 family members: husband, wife, mother, father, sister, brother, son, daughter, mother-
16 in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law,
17 grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster
18 daughter, brother-in-law, sister-in-law, or any person living in the immediate household
19 of the bargaining unit member. The leave shall be for three (3) days in the event of
20 death for any of the following family members: aunts, uncles, nieces, nephews, and first
21 cousins. No deduction shall be made from the salary of bargaining unit members taking
22 Bereavement Leave nor shall such leave be deducted from other leave granted by this
23 article. Unit members shall complete a form stating the family relationship. The
24 Request for Bereavement Leave form shall be placed in the Appendix (see Appendix J).

25 10.2.1 Bereavement Leave does not need to be taken all at one time but shall be
26 completed during the six months after the death of the person for whom the leave is
27 being taken. The Superintendent/designee in collaboration with CSEA may extend
28 the timeline of completion of the bereavement leave.

29 Documentation of the death shall be provided to the employer and shall be
30 submitted within thirty (30) work days of the first day of bereavement leave, sixty
31 (60) work days if the death occurs in another country. Documentation may consist of
32 a death certificate, obituary, or written verification of death, burial or memorial
33 service from the mortuary, funeral home, burial society, crematorium, religious
34 institution or government agency. Other forms of documentation may be considered
35 in collaboration with Personnel Support Services and CSEA.

1 **10.3 Jury Duty Leave**

2 **10.3.1 Notification to the District**

3 Upon receipt of notification of a jury duty obligation to be served during working
4 hours on days of assigned service, it is the obligation of the unit member to inform
5 his/her supervisor and the Personnel Office immediately.

6 **10.3.2** The Board of Trustees shall grant leaves of absence to unit members with pay
7 up to the amount of the difference between the unit member's regular earnings and
8 any amount he/she receives for jury or witness fees, less expenses incurred, when
9 such leaves of absence are granted for the purpose of the unit member's
10 appearance in court other than as litigant.

11 **10.3.3 Payment of Unit Member's Regular Salary**

12 The District will continue to pay the unit member's regular salary as provided by law.
13 A unit member who is receiving compensation from the District must report to work
14 during assigned days and hours when not retained for jury duty. A unit member
15 released from jury duty by 12:00 noon shall report to his/her workstation for the
16 remainder of the workday, except that unit members on a late work shift will be
17 excused from reporting to work on any day when he/she was retained for duty.

18 **10.3.4 Verification of Jury Duty**

19 A unit member called for jury duty must submit verification of days served on jury
20 duty to the Personnel Office.

21 **10.4 Military Leave**

22 A unit member shall be entitled to any military leave provided by law and shall retain all
23 rights and privileges granted by law arising out of exercise of military leave.

24 **10.5 Sick Leave**

25 **10.5.1 Leave of Absence for Illness or Injury**

26 A unit member employed five (5) days a week shall be granted twelve (12) days of
27 leave of absence for illness or injury, exclusive of all days he/she is not required to
28 render service to the District, with full pay for a fiscal year of service.

29 **10.5.2** A unit member employed five (5) days a week who is employed for less than a
30 full fiscal year is entitled to the proportion of twelve (12) days leave of absence for
31 illness or injury as the number of months he/she is employed bears to twelve (12).

32 **10.5.3** A unit member employed less than five (5) days per week shall be entitled, for
33 a fiscal year of service, to that proportion of twelve (12) days leave of absence for
34 illness or injury as the number of days he/she is employed per week bears to five (5).
35 When such persons are employed for less than a full fiscal year of service, this and
36 the preceding paragraph shall determine that proportion of leave of absence for
37 illness or injury to which they are entitled.

38 **10.5.4** Pay for any day of such absence shall be the same as the pay, which would
39 have been received, had the unit member served during the day of illness.

1 10.5.5 At the beginning of each fiscal year, the full amount of sick leave granted
2 under this Section shall be credited to each unit member. Credit for sick leave need
3 not be accrued prior to taking such leave and such leave may be taken at any time
4 during the year. However, a new unit member of the District shall not be eligible to
5 take more than six (6) days until the first day of the calendar month after completion
6 of six (6) months of active service.

7 10.5.6 When the District has credible suspicion that a unit member is misusing sick
8 leave for reasons other than those set forth in 10.5.1 above, the District may require
9 the unit member to furnish verification for future use of sick leave.

10 After three consecutive workdays of absence, the District may inquire into the
11 nature and anticipated duration of the leave.

12 A Unit Member who utilizes five (5) or more consecutive sick days shall provide
13 medical verification of the absence as illness and/or non-industrial injury, within
14 seven (7) days of returning to work. In addition, the District may require a medical
15 release to return to work after a unit member has been absent due to illness or non-
16 industrial injury for a period of five (5) consecutive days or more.

17 Upon exhausting their annual sick leave accrual, a Unit Member shall file a written
18 statement with the reason for any subsequent absence with their supervisor.

19 10.5.7 If a unit member does not take the full amount of leave allowed in any year
20 under this Section the amount not taken shall be accumulated from year to year.

21 10.5.8 The unit member may convert unused sick leave to retirement credit in
22 accordance with Government Code Section 20862.5 or its successor if the unit
23 member is filing a request for retirement.

24 10.5.9 Sick Leave Incentive

25 Any bargaining unit member who uses no (0) sick days during a work year shall
26 receive a one-time check in the amount of 3 X (unit member's per diem rate); any
27 member who misses one (1) day shall receive 2 X (unit member's per diem rate); any
28 member who misses two (2) days shall receive one (1) day's per diem rate. Any
29 bargaining unit member who misses three (3) or more days shall receive no
30 payment. The provisions of this Article are to be applied within the time frame
31 established as the fiscal year (July 1 - June 30).

32 10.5.9.1 A day for purposes of this Article 10.5.9 is defined as an occurrence
33 of using any of your sick time. (i.e. 1-hour absence is an occurrence)

34 10.5.9.2 Nothing in this article shall be used for purposes of evaluation,
35 transfer, or promotional opportunities of unit members.

36 10.5.10 Unit members that work twelve (12) months shall be granted one (1)
37 additional day of vacation if they use five (5) days or less of sick leave in any one (1)
38 fiscal year. Eleven (11) month unit members shall be granted one (1) additional day
39 of vacation if they use four and one-half (4-1/2) days or less of sick leave in any one

fiscal year. Unit members that work nine and one-half (9-1/2), ten (10) or ten and one-half (10-1/2) months shall be granted one (1) additional day of vacation if they use four (4) days or less of sick leave in any one (1) fiscal year. Unit members that qualify for benefits under the provisions of Article 10, Section 5.9, must choose between the benefit provided under Article 10.5.9 or 10.5.10, but cannot benefit from the provisions of both Articles.

10.6 Maternity Leave

10.6.1 Unit member Options

Disabilities resulting from pregnancy, childbirth, medically induced miscarriage and recovery therefrom are considered temporary disabilities and, in general, will be treated as conditions of illness. Illness leave (sick leave) may be used for such disabilities (Policy 4401); however, a pregnant unit member may prefer a long term unpaid leave. The pregnant unit member shall choose the type of leave preferred and notify the Personnel Office in writing. Once made, this choice may be reversed only with the approval of the Superintendent or designee.

10.6.2 Use of Illness for Maternity

When such disabilities indicate need for an extended maternity leave, the unit member requesting such leave must furnish in advance a written statement from her physician recommending such leave and indicating the approximate period of confinement, the date the unit member is to begin leave and the estimated date the unit member is to return to duty.

10.6.3 The unit member may continue with her assignment until such time as she and her physician determine when her leave should begin. Before the sixth month of pregnancy, a statement from the physician must be filed in the Personnel Office. This statement should include the expected date of confinement and the physician's statement that continuing service will not be detrimental to the health of the individual. In the absence of such a statement, the Board reserves the right to determine the effective date of leave.

10.6.4 A maximum of 42 calendar days shall be allowed for recovery after the childbirth, miscarriage or medically induced miscarriage. After this time, it is expected the unit member will return to her duties on a regular basis. Continued absence beyond this period will require a subsequent statement or statements from the unit member's physician indicating that the unit member's health condition is such that she may not return to full duty. In any event, the District shall be notified in writing, at least ten (10) calendar days prior to return to duty of the expected date of return. This notice shall include a statement from the physician indicating that the unit member's health condition warrants a return to full duty on the date specified.

1 10.6.5 If a unit member wishes to apply for personal reasons leave following
2 maternity leave; request must be made in writing and approved by the Board of
3 Trustees prior to the date of confinement. Personal Reasons leave is an unpaid
4 leave.

5 10.6.6 In the event of miscarriage, a unit member on maternity leave will be allowed
6 to return earlier than the expected return date if a suitable vacancy exists. A written
7 request for early return should be submitted to the Personnel Office with the
8 medical clearance as noted above.

9 10.6.7 Unit member compensation and other benefits and privileges will be
10 extended during maternity leave in the same manner as during illness leave.

11 10.6.8 Up to ten (10) days of absence earned for sick leave may be used for
12 parenting leave by a mother or spouse of the mother of a child born or adopted
13 during any fiscal year. In the event all available sick leave has been exhausted, the
14 unit member shall receive the difference between regular pay and the cost of a
15 substitute.

16 10.7 Industrial Accident and Illness Leave

17 In addition to any other benefits that a unit member may be entitled to under the
18 worker's compensation laws of this state, unit members shall be entitled to the
19 following benefits:

20 10.7.1 A unit member suffering from an injury or illness arising out of and in the
21 course of his/her employment shall be entitled to a leave of up to sixty (60) working
22 days in any one fiscal year for the same accident or illness. This leave shall not be
23 accumulated from year to year, and when any leave will overlap a fiscal year, the
24 unit member shall be entitled to only that amount remaining at the end of the fiscal
25 year in which the injury or illness occurred.

26 10.7.2 Payment for wages lost on any day shall not, when added to award granted
27 the unit member under the worker's compensation laws of this state, exceed the
28 normal wage for the day.

29 10.7.3 The industrial accident or illness leave is to be used in lieu of normal sick
30 leave benefits. When entitlement to industrial accident or illness leave under this
31 Section has been exhausted, entitlement to other sick leave, vacation or other paid
32 leave may be used. If, however, a unit member is still receiving temporary disability
33 payments under worker's compensation laws of this state at the time of the
34 exhaustion of benefits under this Section, he/she shall be entitled to use only so
35 much of his/her accumulated and available normal sick leave and vacation leave,
36 which when added to the worker's compensation award provides for a day's pay at
37 the regular rate of pay.

1 10.7.4 Any time a unit member on industrial accident or illness leave is able to
2 return to work, he/she shall be reinstated in his/her position without loss of pay or
3 benefits.

4 10.8 Extended Sick Leave Benefit

5 Classified employees shall be entitled to 108 working days of extended paid sick leave
6 per year, including any regular sick leave to which they are entitled under Article 10.5.
7 Pay for the extended sick leave days shall be paid at a rate of 50% of the employee's
8 regular rate of pay as defined by the Classified Employees Salary Schedule, upon
9 exhaustion of sick leave as defined in Article 10.5. This extended paid sick leave shall be
10 in addition to other paid leaves, holidays, vacation, or compensation time to which the
11 employee may be entitled. If the unit member makes a written request to Personnel
12 Support Services, earned vacation may be used after all sick leave has been exhausted.
13 Nothing in this section shall imply that a unit member who has accumulated more than
14 108 days of sick leave shall not be entitled to full benefit of that leave.

15 10.9 Break in Service

16 No absence under any paid leave provision of this Article shall be considered as a break
17 in service for any unit member who is in paid status, and all benefits accruing under the
18 provision of this Agreement shall continue to accrue under such absence.

19 10.10 Personal Necessity Leave

20 The annual sick leave accrual in a fiscal year under Article 10.5 may be used by the unit
21 member, in accordance with Board Policy prescribing the use of personal necessity, at
22 his/her election in cases of personal necessity (see Appendix K).

23 10.10.1 Personal Business Leave

24 The amount of annual sick leave accrual may be classified as Personal Business and
25 not require any explanation as to how it will be used. The unit member shall give
26 the District twenty-four (24) hours advance notice when possible to use such leave.
27 If there is a conflict between unit members who are working on the same or
28 similar operations, as to when Personal Business may be taken, collaboration
29 between the unit member and the supervisor may take place to resolve the conflict.
30 If no resolution is reached, the unit member with the greatest District seniority will
31 be given preference.

32 (By July 1, 2020, the District shall provide comparable data for the 2018/2019 and
33 2019/2020 school years for Sick Leave, Personal Necessity Leave and Personal
34 Business Leave to analyze the fiscal impact to the district. Pending no negative fiscal
35 impact to the district, the number of Personal Business Leave days shall continue.)

36 10.11 Catastrophic Leave Program

37 10.11.1 A unit member who is suffering from a catastrophic illness or injury may
38 request that eligible leave credits be donated for his/her use.

10.11.1.1 A unit member who is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.

10.11.1.2 A unit member suffering from a catastrophic illness or injury shall provide verification by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

10.11.1.3 The Superintendent or designee shall determine that the unit member is unable to work due to catastrophic illness or injury and has exhausted all accrued paid leave credits. When verification and determinations have been made, the Superintendent or designee may then approve the transfer of accrued vacation and sick leave credits.

10.11.1.4 The maximum benefit to be received by any unit member for any single catastrophic illness or injury is twelve (12) consecutive months.

10.11.1.5 Any unit member who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

10.11.2 Catastrophic illness or injury is also defined as an illness or injury that incapacitates a member of the unit member's family.

10.11.2.1 The catastrophic illness or injury must require that the unit member take time off from work for an extended period of time to care for the family member.

10.11.2.2 The unit member must exhaust all accrued paid leave credits before using donated leave credits.

10.11.2.3 A unit member whose family member is suffering from a catastrophic illness or injury must request the donation of eligible leave credits in writing.

10.11.2.4 The unit member shall provide verification of catastrophic illness or injury for his/her family member by means of a letter, dated and signed by the ill or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.

10.11.2.5 The Superintendent or designee shall determine that the unit member is required to take time off work for an extended period of time to care for the family member and has exhausted all accrued paid leave credits. When verification and determination have been made, the Superintendent or designee may then approve the transfer of accrued vacation and sick leave credits.

10.11.2.6 The maximum benefit to be received by any unit member for any single catastrophic illness or injury of a family member is twelve (12) consecutive months.

10.11.2.7 Any unit member who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to the Catastrophic Leave Program.

10.11.3 Unit members may donate leave credits to a specific unit member when that unit member, or a member of his/her family, suffers from a catastrophic illness or injury and the unit member has exhausted all accrued paid leave credits.

10.11.3.1 Eligible leave credits are defined as accrued vacation and sick leave.

10.11.3.2 Eligible leave credits must be donated at a minimum of three (3) hours, and in hour increments thereafter.

10.11.3.3 Under these regulations, any unit member wishing to donate accrued leave credits to a specific unit member shall complete, sign and deliver a form designating the number of leave credits to be donated; acknowledging that his/her transfer of leave credits is irrevocable.

10.11.3.4 The Superintendent or designee shall inform unit members of the means by which donations may be made in response to the unit member's request.

10.11.3.5 To ensure that unit members retain sufficient accrued sick leave to meet the needs that normally arise, donors shall be required to preserve their accumulated sick leave at a minimum of twelve (12) days.

10.11.3.6 Donations of sick leave credits by individual unit members shall not be taken into account for the purpose of any attendance or sick leave incentive awards granted by this Agreement.

The Governing Board reserves the right to discontinue the Catastrophic Leave Program at its discretion at any time; however, any unit member or unit members utilizing donated leave credits at the time the Board determines the program is to be discontinued, shall be allowed to continue to utilize donated leave credits until such time as the maximum benefit has been received or all donated eligible leave credits have been exhausted. The District shall consider requests for Catastrophic Leave on a case-by-case basis. Each catastrophic leave approval shall require a Memorandum of Understanding (MOU) signed by CSEA and the District.

10.12 General Leaves

When no other leaves are available, a leave of absence may be granted to a unit member on a paid or unpaid basis at any time upon any terms acceptable to the District and unit member.

10.13 Any bargaining unit member not entitled to receive health and welfare benefits shall be provided one (1) additional day of pay on the May pay warrant.

10.14 Family and Medical Leave

Employees may request and be granted up to twelve weeks of unpaid leave in a fiscal year due to their own serious health condition or the serious health condition of their spouse, parent, or child. The employee must have worked at least 1250 hours and have been employed for twelve months. Group insurance benefits shall remain in effect during Family and Medical Leave (FMLA). Nothing herein shall be construed to reduce or replace specific benefits provided by the Family and Medical Leave Act of 1993.

ARTICLE 11. VACATION PLAN

11.1 Eligibility All unit members in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis from July 1 to June 30.

11.2 Paid Vacation

Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the unit member, the paid vacation may be granted in the fiscal year in which it is earned.

11.3 Accumulation

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

11.3.1 From the first month through the fifth year, vacation time shall be earned and accumulated at the rate of 1.0 days' vacation for each month of service, not to exceed twelve (12) days per fiscal year.

11.3.2 Commencing with the sixth (6th) year through the seventh ((7th) year of service, vacation time shall be earned and accumulated at the rate of 1.25 days' vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

11.3.3 Commencing with the eighth (8th) year through the ninth (9th) year of service, vacation time shall be earned and accumulated at the rate of 1.50 days' vacation per each month of service, not to exceed eighteen (18) days per fiscal year.

11.3.4 Commencing with the tenth (10th) year through the fifteenth (15th) year of service, vacation time shall be earned and accumulated at the rate of 1.67 days vacation per each month of service, not to exceed twenty (20) days per fiscal year.

11.3.5 Commencing with the sixteenth (16th) year (and beyond) of service, vacation time shall be earned and accumulated at the rate of 1.75 days' vacation per each month of service, not to exceed twenty-one (21) days per fiscal year.

1 11.4 If a holiday falls within a scheduled vacation period, it shall not be counted as a
2 vacation day.

3 11.5 Vacation Pay

4 Pay for vacation days for all bargaining unit members shall be the same as that which
5 the unit member would have received had he/she been in a working status.

6 11.6 Vacation Pay Upon Termination

7 When a unit member in the bargaining unit is terminated for any reason, he/she shall be
8 entitled to all vacation pay earned and accumulated up to and including the effective
9 date of the termination.

10 11.7 Vacation Postponement

11 If a bargaining unit member's vacation becomes due during a period when he/she is on
12 leave due to illness or injury, he/she may request that his/her vacation date be changed,
13 and the District shall grant such request in accordance with vacation dates available at
14 that time. The unit member may elect to have his/her vacation rescheduled in
15 accordance with the vacation schedule available at that time, or may request to carry
16 over his/her vacation to the following year. (Maximum one-year carryover.)

17 11.7.1 If for any reason a bargaining unit member is not permitted to take all or any
18 part of his/her annual vacation, the amount not taken shall, at the option of the unit
19 member, be accumulated for use in the following year or be paid for in cash.

20 11.8 Vacation Schedules/Work Year Calendars

21 Vacation days and non-working days shall be scheduled at times requested by unit
22 members so far as possible within the District's work requirements and/or student
23 recess periods. Vacation and non-working days shall be pre-approved by the immediate
24 supervisor, confirmed by his/her signature, on the work year calendar as described in
25 this Article. The work year calendar may be amended by approval of the immediate
26 supervisor. Vacation and non-working days shall not be unreasonably denied and shall
27 be scheduled as follows:

28 11.8.1 The District regularly notifies unit members of accrued vacation through
29 payroll warrants, but may also notify through the use of electronic communications
30 and/or regular mail.

31 11.8.2 Bargaining unit members that work more than 218 days shall complete work-
32 year calendars displaying planned vacation days for each fiscal year and submit
33 vacation requests for approval in advance.

34 11.8.3 Bargaining unit members who work less than 218 days and greater than 181
35 days shall be provided work-year calendars displaying non-work days. Vacations
36 taken during a scheduled workday will require a deduction due to the level pay
37 program. Work-year calendars may be amended as needed to reflect changes in
38 vacation days.

1 11.8.4 If the unit member and the supervisor cannot reach an agreement in the
2 work year calendar, the unit member may submit the work year calendar to the
3 District Personnel Services Office for review. The District will respond to the unit
4 member within five (5) working days regarding their requested work year calendar.
5 11.8.5 If there is any conflict between bargaining unit members who have met the
6 provisions of Article 11.8.2 and are working on the same or similar operations as to
7 when vacations shall be taken, the bargaining unit member with the greatest
8 bargaining unit seniority shall be given his/her preference.

9 **11.9 Interruption of Vacation**

10 A unit member in the bargaining unit shall be permitted to interrupt or terminate
11 vacation leave in order to begin another type of paid leave provided by this Agreement
12 without a return to active service, provided the unit member supplies notice and
13 supporting information regarding the basis for such interruption or termination.
14

15 **ARTICLE 12. HOLIDAYS**

16
17 **12.1 Scheduled Holidays**

18 The District agrees to provide all unit members in the bargaining unit with the
19 following paid holidays, providing they are in a paid status on the day preceding or
20 the day after the holiday (see calendar in Appendix A for specific dates):

21 12.1.1 New Year's Day

22 12.1.2 Martin Luther King Day

23 12.1.3 Lincoln's Day

24 12.1.4 President's Day

25 12.1.5 Memorial Day

26 12.1.6 Juneteenth (June 19th)

27 12.1.7 Independence Day

28 12.1.8 Labor Day

29 12.1.9 Veteran's Day

30 12.1.10 Admission Day

31 12.1.11 Thanksgiving Day - Last Thursday in November and the following Friday

32 12.1.12 CSEA Floating Holiday

33 12.1.13 Christmas Day - December 25

34 12.1.14 CSEA Floating Holiday

35 12.1.15 CSEA Floating Holiday

36 **12.2 Holidays on Saturday or Sunday**

37 When a holiday falls on a Saturday, the preceding workday not a holiday shall be
38 deemed to be that holiday. When a holiday falls on a Sunday, the following workday
39 not a holiday shall be deemed to be that holiday.

1 12.2.1 The operation of this Section shall not cause any unit member to lose any of
2 the holidays clearly indicated in this Article.

3 12.3 Minimum Day and In-service Days

4 Any day granted as a teacher training day or teacher/parent conference day, by
5 whatever name or whatever purpose that falls within a bargaining unit member's
6 scheduled work year shall be considered a normal work day for the unit member and
7 the unit member shall receive regular pay, whether or not he/she is required to report
8 for duty.

9

10 **ARTICLE 13. ASSIGNMENT, TRANSFER AND FILLING OF VACANCIES**

11

12 13.1 Distribution of Job Information

13 Upon initial employment and each change in classification, each affected unit member
14 in the bargaining unit shall receive a copy of the applicable job description, a
15 specification on the monthly and hourly rates applicable to the unit member's position,
16 a statement of the duties of the position, a statement of the unit member's regular work
17 site, regularly assigned shift, the hours per day, days per week, and months per year.

18 13.2 Definition of Transfers

19 Lateral transfers shall mean a change of unit member assignment that results in a
20 change of the unit member's assigned work site/department, number of hours, or work
21 shift, without a change in range/step. Promotional transfer shall mean a change of unit
22 member assignment that may result in a change of the unit member's assigned work
23 site or work shift and does result in a higher range/step. Downward transfer shall mean
24 a change of unit member assignment that may result in a change of the unit member's
25 assigned work site or work shift and does result in a lower range/step.

26 13.3 Mileage Compensation During Temporary Assignment

27 Any bargaining unit member required to work at a work site on a temporary
28 assignment, not to exceed ten (10) working days and which is more than five (5) miles
29 from his/her normal work site, will be compensated for the total mileage difference
30 between his/her normal work site at the amount established in this Agreement for
31 reimbursement or mileage.

32 13.4 Medical Transfers

33 The District may give alternate work when the same is available to a unit member who
34 has become medically unable to satisfactorily perform his/her regular job class duties.
35 The alternate work may constitute promotion, demotion, or lateral transfer to a related
36 class, but it shall be constituted only by mutual agreement between CSEA and
37 concurrence with the unit member.

38

39

1 13.5 Lateral Transfers

2 When an existing position becomes vacant or an additional existing position is
3 authorized, unit members shall be given the opportunity for transfer in the same job
4 classification. Vacancies will be posted in accordance with Article 13.9. Unit members
5 may apply for voluntary lateral transfer by submitting a complete application through
6 the standard District application system (In accordance with Article 13).

7 13.5.1 The Filling of Vacancies Through Lateral Transfer shall be prioritized as
8 follows:

9 13.5.1.1 39-month re-hires

10 13.5.1.2 Involuntary lateral transfer/reassignment (over staffing)

11 13.5.1.3 Voluntary lateral transfers

12 13.5.1.4 Involuntary transfer/reassignment (special circumstances)

13 13.5.2 When fewer than three (3) lateral transfers apply, interview priority will be
14 given to current employees in the same job family of the posted vacancy.

15 13.5.2.1 In the event there is a conflict with other provisions of this article,
16 the Parties agree to collaborate towards a resolution.

17 13.5.3 Voluntary Lateral Transfer

18 When three (3) or more unit members in the same classification of the posting
19 apply, and meet eligibility criteria for the voluntary lateral transfer, all other
20 candidates, including current permanent District employees, shall be excluded from
21 the interview process.

22 13.5.3.1 In the event there are more vacancies than there are eligible
23 voluntary lateral transfer requests, all excluded candidates will be included
24 following the initial placement(s).

25 13.5.3.2 Criteria. A unit member seeking a voluntary lateral transfer must be a
26 permanent employee for at least two (2) years prior to the date of the posted
27 vacancy.

28 13.5.3.3 Unit members currently serving probation, including unit members
29 serving promotional probationary periods, shall not be eligible for a voluntary
30 lateral transfer.

31 13.5.3.4 A unit member seeking a voluntary lateral transfer must provide a
32 letter of recommendation from their current supervisor. Letter of
33 recommendation must be dated within six (6) months from date of the posted
34 vacancy.

35 13.5.3.5 A unit member seeking a voluntary lateral transfer may be denied
36 said transfer on the basis of poor job performance as evidenced by an overall
37 “Needs to Improve” or “Unsatisfactory” rating on the most recent
38 performance evaluation, two (2) or more “Ns” and/or one (1) or more “Us” on
39 the most recent evaluation, unjustified excessive absenteeism (without an

1 approved leave per Art 10). Leave entitlement usage shall be prorated to the
2 date of the job posting, and/or disciplinary actions within 1 year prior to the
3 date of the posted vacancy.

4 13.5.4 Frequency: Unit members granted the voluntary lateral transfer shall wait
5 one (1) year from the date of the transfer before submitting an application for
6 another voluntary lateral transfer.

7 13.5.5 The District and CSEA agree to continue Articles 13.5.1 and 13.5.2 as a pilot
8 program beginning July 1, 2025. This pilot will sunset on June 30, 2026. If either
9 party has concerns during the course of the pilot program, the parties agree to
10 negotiate a resolution. If either party wishes to discontinue the pilot program, the
11 party must notice the other in writing by June 30, 2026; at which point the pilot
12 program shall remain in full force and effect until the parties negotiate a resolution.
13 The parties agree that if no written notice is provided within the required timeline,
14 the pilot program shall be incorporated into the Collective Bargaining Agreement.

15 13.6 Promotional Transfers

16 When a new position is created or an existing position becomes vacant, unit members
17 shall be given the opportunity for transfer to a higher job classification. All vacancies for
18 existing positions shall be posted by the District for not less than six (6) working days at
19 all work locations prior to being filled. Unit members may apply for transfer by filing a
20 written notice with the District Personnel Department. Unit members who demonstrate
21 the minimum requirements will be granted an interview for the Promotional Transfer.

22 13.7 Downward Transfer

23 A classified unit member who holds status in a higher classification may request a
24 transfer to a job classification with lower minimum qualifications and salary. Such unit
25 member will possess the minimum qualifications for the job classification to which the
26 unit member desires to transfer. Placement at the new range of the salary schedule will
27 be effective the date of the transfer. Downward transfers shall be granted an interview.

28 13.8 Involuntary Transfer

29 An involuntary transfer is one not sought, requested, or agreed to by the bargaining unit
30 member being transferred. A bargaining unit member, upon request, shall be given
31 reasons for transfer. No involuntary transfer shall be arbitrary or capricious.

32 13.9 Job Posting

33 All vacancies for existing positions shall be posted by the District for not less than six (6)
34 working days at all work locations prior to being filled. Copies shall be sent to the CSEA
35 President and all site representatives.

36 13.10 Filling of Vacancies

37 Unit members may apply for posted vacancies by submitting a letter of interest to the
38 Personnel Department while the position is posted. Applicants are encouraged to
39 update their original application by submitting a new application. Unit members are

1 encouraged to review Appendix L APPLICANT SCREENING FORM INSTRUCTIONS. The
2 Applicant Screening Form Instructions set forth criteria used by supervisors to rate
3 employment applications for initial hire, transfer and promotion.

4 13.10.1 Entry Level Positions

5 Positions, which do not have Health and Welfare Benefits, can be posted for current
6 unit members and outside applicants at the same time.

7 13.10.2 Positions with Health and Welfare Benefits

8 Positions with Health and Welfare Benefits can be posted for current unit members
9 and outside applicants to apply at the same time.

10 13.10.3 Qualifications for Interview

11 Interviews will be granted to unit members requesting a Downward or Lateral
12 Transfer. Promotional Transfer applicants must demonstrate their qualifications by
13 placement tests and performance tests in order to be granted an interview for the
14 position.

15 13.10.4 Interview and Selection Process

16 Initial paper screening of applicants will be conducted by a site or District
17 administrator. Applicants screened for interview will be interviewed by a panel or
18 not less than three (3) members. The CSEA President or designee shall be provided
19 the opportunity to serve as one member of the panel. The interview panel will
20 identify the top applicants based upon their responses to interview questions and
21 background material provided to panel members. The Chairperson of the interview
22 panel will review with personnel services the top applicants identified by the panel.
23 Selection of the successful candidate shall be based upon review of qualifications,
24 including past job performance, experience, education, records and
25 recommendations. Qualifications being reasonably equal among applicants,
26 preference shall be given to current employees. Further, current District seniority
27 shall be the deciding factor in the event consideration for selection is between or
28 among current employees with reasonably equal qualifications. The District shall
29 follow the negotiated procedure and with the exception of arbitrary or capricious
30 action, the decision of the District shall be final.

31 13.10.5 Not Filling Vacancies

32 The district is not obligated to fill existing or new positions under this agreement.
33 The district is committed to filling existing or new positions. The district shall ensure
34 that vacancies are recruited for within sixty (60) days of the position becoming
35 vacant, in accordance with Education Code 45103 (d)(1). In the event a vacancy is
36 not filled and/or recruited for the District will ensure transparency and collaboration
37 with CSEA throughout the process. The District shall provide CSEA with monthly
38 Vacancy and Recruitment reports inclusive of recruitment date, date vacancy was
39 filled and by whom.

1 13.11 Filling of Vacancies Without Interviews

2 Classified unit members requesting transfer may, under certain circumstances, not be
3 required to undergo the interview process normally used in evaluating non-unit
4 member applicants for a position. In the event that all applicants for a position are
5 current unit members and, through the application of criteria listed for qualifications, an
6 applicant possesses superior qualifications above other applicants, he/she may be
7 recommended for hire without interview. Personnel shall recommend to the
8 Superintendent that such individual be hired after consultation with appropriate
9 supervisors and only after analysis of qualifications for all applicants.

10 13.12 Vacancies Created Through Internal Hiring

11 Vacancies created through internal hiring or resignation within the first 6 months in the
12 position will be filled by a previously non-selected applicant for the same position who
13 was interviewed for the position and determined to be qualified for the position.

14 13.13 Contents of Vacancy Notices

15 The job vacancy notice shall include the job title, a brief description of the position and
16 duties, the minimum qualifications required for the position, the number of hours per
17 day, days per week and months per year assigned to the position, the salary range and
18 the deadline for filing for the vacancy. Assigned job site and regular assigned shift times
19 shall be included when available.

20 13.14 Notification of Status for Transfer Requests

21 The filing of a request for transfer to a posted opening shall not jeopardize the unit
22 member's current assignment. A request for transfer may be withdrawn prior to
23 transfer. Classified unit members shall be provided with specific reasons for transfer
24 denial within five (5) working days upon written request.

25 13.15 Eligibility List (Non-Benefited Positions)

26 Candidates not selected for positions for which they apply may continue to be eligible
27 for identical positions for a period of six (6) months. These candidates must have
28 demonstrated, through the testing and interview process, qualifications proficient to be
29 considered for future placement.

30
31 **ARTICLE 14. EVALUATIONS**

32
33 14.1 Performance evaluations shall be based upon information that can be verified. The
34 methods of verification may include, but are not limited to, the following:

- 35 1. Direct observation of the immediate supervisor.
36 2. Written information collected from a person or persons who work with or are in a
37 position to observe the work performance of the person being evaluated; the
38 written information from such persons shall be signed and dated by the individual or
39 individuals that provided the information.

- 1 3. District records or documents.
- 2 4. Conferences and other direct communication between the immediate
- 3 supervisor/evaluator and the person being evaluated.
- 4 5. Written commendations and/or complaints.
- 5 6. Written communications from the person being evaluated.
- 6 7. Examples or samples of work actually performed by the person being evaluated.
- 7 8. Written communications from the immediate supervisor/evaluator to the person
- 8 being evaluated.

9 No evaluation of any unit member shall be placed in any personnel file without an
10 opportunity for discussion between the unit member and the evaluator. A unit
11 member may attach a written response.

12 14.2 Evaluation ratings established as "N" (Needs Improvement) or "U" (Unsatisfactory)
13 shall include specific recommendations for improvement and provisions for assisting the
14 unit member in implementing the recommendations.

15 14.3 Review Process

16 A unit member who receives an overall unsatisfactory performance evaluation may
17 request a formal review of his/her performance evaluation. Any request for a
18 performance evaluation review shall be issued in writing to the unit member's
19 immediate supervisor within seven (7) days of the date that the unit member receives
20 the evaluation.

21 14.3.1 The assigned reviewer shall meet with the bargaining unit member within
22 seven (7) days of receipt of the request for review and shall review and discuss any
23 concerns expressed by the unit member regarding the evaluation process,
24 verification of information used to establish ratings, and recommendations for
25 achieving an overall performance evaluation that would meet or exceed District
26 standards of performance.

27 The assigned reviewer may modify an overall rating and/or individual ratings
28 following a formal review. The assigned reviewer shall issue, within fifteen (15) days
29 to the unit member, a statement that confirms the date a formal review was
30 conducted, issues or topics discussed, and any decision(s) reached regarding
31 modification of the evaluation and/or performance improvement planning. The
32 statement of formal review shall be attached to the unit member's performance
33 evaluation. In the event there are no modifications made in ratings, the immediate
34 supervisor shall complete a special evaluation no later than six (6) months following
35 the date of the initial evaluation in order to assess performance improvement.

36 14.4 A unit member may request an evaluation at any time and has the right to review
37 and respond to any derogatory evaluation. The evaluation instrument is included in
38 Appendix E 1-2.

1 14.5 Within fifteen (15) working days, each bargaining unit member will be notified in
2 writing of any change in immediate supervisor.

3
4 **ARTICLE 15. MEDICAL EXAMINATION**

5
6 15.1 No person will be employed by the District unless the person has submitted to an
7 examination for tuberculosis within the past sixty (60) days and it has been determined
8 that he/she is free of active tuberculosis. The cost of such an examination shall be
9 borne by the District if such services are not provided to the unit member without cost.

10 15.2 All unit members of the District will submit to an examination for tuberculosis
11 every four (4) years, except cafeteria unit members, who will be examined every two (2)
12 years, payable by the District.

13 15.3 Physical Examination

14 The District agrees to provide the full cost of any medical examination required as a
15 condition of employment or continued employment, including but not limited to the
16 provisions outlined in Education Code Section 45122.

17
18 **ARTICLE 16. HEALTH AND WELFARE**

19
20 16.1 Unit members employed prior to January 1, 2010, that work twenty (20) or more
21 hours per week in their regular job assignment shall be granted full fringe benefits.
22 Temporary/Short-Term, Extra Duty, and Substitute assignments that result in a
23 temporary increase in daily work hours for part-time personnel shall neither be taken
24 into account nor considered in any calculation of regular job assignment weekly hours.
25 Coverage shall become effective on the first (1st) of the month following employment.

26 a) Prorated Health Benefits

27 Effective January 1, 2010, the District shall contribute a pro-rata share on behalf of
28 eligible bargaining unit members towards group health insurance benefits. The pro-
29 rata share shall be determined by the number of hours assigned to the affected
30 bargaining unit member as the numerator, divided by the number of hours in full-
31 time assignment. (For example, the District would contribute 50% of the cap for a
32 half-time bargaining unit member) The bargaining unit member through monthly
33 payroll deductions shall pay the difference. To be eligible for Prorated Health
34 Benefits unit members must work twenty (20) or more hours per week in their
35 regular job assignment.

36 b) Grandfathering for Health Benefits

37 Any bargaining unit member with a hire date prior to January 1, 2010, will be
38 grandfathered for District health and welfare insurance benefits up to the District's
39 insurance cap and not required to pay a pro-rata share of the benefit package for

1 the duration of their employment with the District as a member working twenty (20)
2 or more hours per week in their regular job assignment.

3 16.2 Benefits shall include major medical, dental, vision, and life insurance. Bargaining
4 unit members and dependents shall be granted full fringe benefits covered by a District
5 maximum annual pooled contribution not to exceed \$12,292 (an increase of \$492.00).
6 This increase does not apply to bargaining unit members who receive the voluntary
7 coordinated benefits (Article 16.5).

8 16.2.1 The monthly payroll deduction for employees is calculated on the employee's
9 choice of medical plan, dental vision, and life and payroll frequency.

10 Healthy Families/Healthy Kids Program

11 a) The District will prove the Associate a list of unit members who currently do not
12 qualify for fringe benefits, but may qualify for Healthy Families/Healthy Kids in
13 accordance with the Healthy Families/Healthy Kids income salary eligibility
14 criteria.

15 b) The Association will coordinate with an agency to assist unit members with
16 enrollment in the Healthy Families/Healthy Kids program(s).

17 c) The Association will communicate the following to eligible unit members:
18 Information about the Healthy Families/Healthy Kids Program(s) Open enrollment
19 date and time at each site or centralized sites to be determined in coordination with
20 CSEA.

21 d) New employees to the District will be given the information about the Healthy
22 Families/Healthy Kids program(s) at orientation and allowed to enroll at that
23 time.

24 16.3 Bargaining unit members will be offered American Fidelity for the Section 125,
25 Flexible Spending, and other voluntary insurance products for bargaining unit members.

26 16.4 The District and Association shall research and evaluate group insurance benefits
27 for the premium year commencing on or before October 1 with the intent of identifying
28 group insurance plans with premium costs equal to, or less than, the maximum annual
29 District contribution. The District and Association shall consider alternative plan
30 designs, carriers' cost containment strategies, funding mechanisms, and other cost
31 savings measures. District Insurance Committee recommendations shall be subject to
32 negotiations. If the insurance carrier provides an equity distribution to the District, the
33 District will notify CSEA of their fair share.

34 16.5 Voluntary Coordinated Benefits Effective November 1, 2022, no new voluntary
35 coordinated benefit enrollment will be offered to bargaining unit members. This shall not
36 apply to bargaining unit members currently enrolled in the voluntary coordinated benefits
37 as stated in article 16.6.

38 16.6 Bargaining unit members enrolled in the voluntary coordinated benefits prior to
39 November 1, 2022, may continue enrollment as follows:

1 16.6.1 The District may offer voluntary coordinated benefits to spouses who are both
2 unit members of the District and/or to unit members who are covered by their
3 spouse's insurance plan. Fifty (50) percent of the actual savings will be returned to
4 the unit members declared as dependents. Unit members that are otherwise eligible
5 for group insurance benefits under the terms and conditions of this Agreement may
6 present to the District proof of insurance coverage. Upon presentation of satisfactory
7 evidence of coverage, unit members shall receive fifty (50%) of the actual savings
8 experienced by the District.

9 16.7 Bargaining unit members who work less than twenty (20) hours per week shall be
10 allowed to enroll in the District fringe benefit plan, at their expense, provided they have
11 successfully passed the initial probationary period. Responsibility for notifying the
12 District of the intent to enroll in the fringe benefit plan shall be the sole responsibility of
13 the unit member. Notification must be made by the District within fifteen (15) days
14 immediately prior to eligibility. Eligibility expires thirty (30) days from the date that unit
15 members complete their initial probationary period. Part-time unit members that elect
16 not to participate may not enroll at a later date. Part-time unit members that enroll and
17 later terminate voluntarily are not allowed to re-enroll. Eligibility restrictions do not
18 represent District policy, but are the result of restrictions set forth by group medical
19 insurance carriers.

20 If during participation, the pay warrant of the individual is in an insufficient amount to
21 fund the insurance costs through payroll deduction, the unit member shall have a period
22 of fifteen (15) calendar days to fund payment through personal funds. If payment is not
23 made within fifteen (15) calendar days, the insurance will be terminated immediately
24 and re-enrollment cannot be made until the next open enrollment period.

25 16.8 Communication The District will ensure any communications from SISC and other
26 insurance providers will be distributed to bargaining unit members via email promptly
27 after receipt.
28

29 **ARTICLE 17. PROFESSIONAL DEVELOPMENT**

30

31 17.1 The District shall reimburse unit members to a maximum of \$500.00 for tuition and
32 required materials upon successful completion of any work-related training approved in
33 advance. Approval must be obtained in advance (two weeks' minimum, if possible) by a
34 professional development committee, made up of three (3) District representatives and
35 two (2) unit members designated by CSEA. Applicants must apply in writing using a
36 professional development request form approved by CSEA (see Appendix G). Successful
37 completion of work-related training is to be documented through submittal. Request
38 forms are to be made available to unit members through a CSEA representative (to be
39 designated by CSEA) located at each school site and the District Personnel Office.

Requests for professional development are to be submitted to the CSEA site representative, who will submit requests to the Personnel Office. The District shall allocate \$5,000 for the purpose of implementing this section. The maximum year's expenditure for implementation shall be \$5,000.

17.2 Hourly Professional Development

17.2.1 .67% of total classified salaries will be utilized each school year to provide LCAP professional development (outside the workday) to close the achievement gap. Bargaining unit members will be compensated on an hourly basis in accordance with the collective bargaining agreement regarding overtime and extra duty pay, whichever applies. If professional development is scheduled during work hours, bargaining unit members will be compensated overtime and/or extra duty whichever applies, to complete their work in accordance with Article 8. Hours & Overtime. This will be scheduled within two weeks of the professional development.

17.3 Training

17.3.1 Local Control Accountability Plan (LCAP) Training

All classified bargaining unit members may participate in Local Control Accountability Plan (LCAP) Professional Development and be compensated at their hourly rate for a maximum of two (2) hours each (sixty (60) minute sessions) – paid following timesheet submission (Spring & Fall).

17.3.2 All Classified Training: All classified bargaining unit members may participate in two (2) hours of professional development to support LCAP services.

17.3.3 Para-educator Training: All para-educators shall participate in five (5) hours (may be in two-and-a-half (2.5) hour sessions) of professional development to support LCAP services.

17.4 Professional Development Curriculum Planning Committee

17.4.1 In an effort to provide relevant training opportunities for bargaining unit members, the District and three (3) CSEA appointed designees will work together on a professional development plan for each school year.

17.4.2 The Professional Development Curriculum Planning Committee shall conduct an annual survey, electronically, to bargaining unit members to receive input on potential training suggestions for the planning committee to consider.

17.5 Annual Review

17.5.1 The District and CSEA will conduct an annual review of bargaining unit participation, expenditures and evaluation of the trainings offered each school year.

17.6 Paraeducator Training

17.6.1 On an annual basis, Paraeducators III will receive a minimum of forty (40) hours intensive training specific to the duties of their position determined by the Special Education Department.

1 17.6.2 Paraeducator II/Special Education – Itinerant Assignment will receive training
2 up to 40 hours prior to their first assignment to meet the requirements of the IEP
3 pursuant to Article 8.16.6.
4

5 **ARTICLE 18. SAFETY**

6 7 18.1 Safety Committee

8 A District safety committee shall be formed. The committee will include members
9 appointed by CSEA and appointed by the District. The basic purpose of the committee
10 shall be to promote safe working conditions with the intent of reducing the frequency
11 and severity of industrial illness and accidents. The committee may make
12 recommendations to the District concerning improvements in health, safety, sanitation
13 and working conditions. At a minimum, meetings shall be held in September, January,
14 and May.

15 18.2 Release Time

16 Bargaining unit members of the committee shall be allowed reasonable release time to
17 attend meetings.

18 18.3 Discrimination

19 No unit member will, in any way, be discriminated against for reporting alleged unsafe
20 conditions.

21 18.4 Safety Equipment

22 The District shall furnish safety equipment and training reasonably necessary to permit
23 unit members to perform assigned duties safely.

24 18.5 Failure to Use Necessary Safety Equipment

25 Bargaining unit members shall adhere to all procedures and policies regarding safety.
26 (Refer to 23.3.2, 23.3.5, 23.3.17 and 23.3.25) If a bargaining unit member has concern
27 about safety procedures or equipment, he/she may file a complaint directly to the
28 person responsible, with copies going to the safety committee and Personnel.
29

30 **ARTICLE 19. TRANSPORTATION**

31 32 19.1 General Provisions

33 In addition to all other provisions outlined in the agreement, the provisions of Article 19
34 shall only apply to unit members assigned to the Transportation Department in the job
35 classifications as listed in Appendix B-3 Transportation Services.

36 19.1.1 Flexibility of Routes

37 Due to the unique nature of the Transportation Department, throughout the school
38 year a route may be subject to change for operational efficiency of the District. This
39 may affect a driver's bus assignment, school assignment, and/or pupil assignment. If

1 route times are affected, the District shall attempt to give the driver as much
2 advance notice as possible. Conflicts shall be addressed on a case by case basis
3 between the driver and Director of Transportation or designee.

4 19.1.1.1 Routes exceeding established bid hours shall be reviewed within 15
5 work days and adjusted based on operational needs. Route adjustments
6 requiring increased hours shall be subject to the bid process as defined in
7 19.5.2.

8 19.1.2 Routes shall be established at a minimum of 6 hours. Routes shall be
9 developed as six (6), seven (7), eight (8) hour assignments based on operational
10 needs. Once a route is bid and awarded the driver is guaranteed those hours and
11 work year assignment for the school year. All driver hours shall revert to a 6-hour
12 minimum and 182 work days every July 1.

13 19.1.2.1 Once a route is bid and awarded, if a driver voluntarily bids a
14 subsequent route with less hours/days, the driver is guaranteed the
15 hours/days awarded with that subsequent assignment. Necessary
16 compensation adjustments shall be made based on the work year calendar
17 submitted.

18 19.1.3 Bus Assignments shall be made by the Director or designee based on the
19 following criteria: route requirements, driving proficiency, care of equipment safety
20 record, and past work performance. If all relevant criteria from above list are equal,
21 District seniority shall be the determining factor.

22 19.1.4 The driver is required to work their entire awarded hours. In order to meet
23 this obligation a driver shall be required to perform other related duties based on
24 the operational needs as assigned by the Director or designee. The duties shall be
25 performed as close as practicable to the start or end time of their shift. Bus drivers
26 shall be required to follow this provision until the time required to fulfill the
27 essential functions equals the bid hours.

28 19.1.5 Whenever, as a result of the unavailability of appropriate District vehicles due
29 to mechanical or other malfunctions, a bus driver regularly scheduled to drive is
30 unable to work, he/she shall receive pay at the rate he/she would have received for
31 working that day or be assigned alternate tasks.

32 19.1.6 A driver reporting to the District for a weekend, holiday, and/or recess run
33 which are canceled without notice, shall receive two (2) hours pay. A driver called
34 back to the District or remaining beyond his/her normal work day for a weekday
35 extra time trip which is canceled without 24 hours' notice, shall receive (2) hours
36 pay.

37 19.1.7 Director or designee may reassign bus drivers, buses, or route segments
38 during the year to accommodate pupil loads, scheduling changes, time factors or
39 safety conditions.

19.2 Definitions

19.2.1 Extra Work

Any work other than a field trip assignment generated from Transportation Department falling outside of the permanent route in accordance with Article 8.10 – Overtime and Extra Duty.

19.2.2 Field Trip

Any driving assignment non-inclusive of the driver's permanent route as defined in 19.2.5 generated from a school site or district written request.

19.2.3 Field Trip Assignments

Field trip assignments shall be classified as weekday field trip assignments or weekend/holiday field trip assignments. Weekday field trip assignments include field trips scheduled to depart Monday through Friday regardless of return time. Weekend field trip assignments include field trips scheduled to depart on Saturday, Sunday, or District recognized holidays.

19.2.4 Mid-Day Route

Permanent recurring assignments typically between the a.m. and p.m. shifts.

19.2.5 Permanent Route

A route or combination of route segments and other related essential and/or assigned duties to meet the minimum awarded guarantee.

19.2.6 Permanent Route Vacancy

When during the school year a permanent route is considered vacant due to the following: increased work hours; becomes vacant; or newly created.

19.2.7 Proficiency

A driver shall be deemed proficient by a school bus driver instructor or behind the wheel delegate on the vehicle to be used during the assignment and proficiency documentation shall be included in the driver's training records.

19.2.8 Qualified Driver

Possession of a valid driver's license for the appropriate class of vehicle to be driven endorsed for school bus and passenger transportation (VC 12517).

19.2.9 Route Segment

A portion of a permanent route.

19.2.10 School Year

The part of the year that school is in session and attendance is required, typically from August to June.

19.2.11 Seniority

For purposes other than layoff, as used in this article, seniority shall be defined as the hire date within a classification as defined in Article 9 – Layoff and Reemployment.

1 19.2.12 Summer Sessions
2 The period of time from but not inclusive of the last day of one school year through
3 but not inclusive of the first day of the following school year.

4 19.3 Certifications & Licenses

5 19.3.1 All drivers shall possess documents required by state law, such as a
6 valid state issued driver's license, bus driver's certificate, first aid certificate if
7 required, and medical card. Completion of the certification renewal process must be
8 completed no later than 45 days prior to expiration.

9 19.3.2 Driver Physical

10 Each driver must take and pass a physical examination as directed by state law.
11 Such physical examination is provided through the District Physician and shall be
12 paid for by the District. The examination shall meet all state standards.

13 19.3.3 Driver Responsibility

14 All drivers are equally responsible for their assigned job duties, buses, paperwork, in-
15 services, and credentials as required by Passenger Transportation Safety Handbook,
16 Highway Patrol Handbook (HPH) 82.7.

17 19.3.4 The unit member shall be reimbursed for their California special driver
18 certification renewal costs not to exceed the current fees. Reimbursement shall be
19 made only after the driver has completed his/her probationary period.

20 Reimbursement shall be for standard renewals only.

21 19.4 Training

22 19.4.1 Proficiency Training

23 Training made available by the District to ensure a driver is proficient with the
24 equipment assigned to a route for the upcoming school year. This training shall
25 occur in reasonable proximity to the bid date but prior to the route effective date.

26 19.4.1.1 Additional training shall be offered by the District. Throughout the
27 year, training on additional types of vehicles shall be made available by the
28 District. It is the responsibility of the individual employee to complete
29 available said training.

30 19.4.2 Once a training opportunity has been provided, drivers considered for
31 field trips, at the discretion of the Director or designee, must demonstrate the ability
32 and possess the skills necessary to perform the assignment, e.g. mountain terrain,
33 snow chains, driver restrictions as documented on the California Special Driver
34 Certificate 0-6 issued by the DMV, etc.

35 19.4.3 Each driver shall be provided with ten (10) hours of paid classroom renewal
36 training during their California Special Driver Certification renewal year.

37 19.4.4 Staff meetings shall be held for the purpose of conducting in-service training
38 discussions of safety or policy developments or other discussions and matters as the

District determines to be appropriate. Drivers attending these meetings shall be in paid status.

19.4.5 Any required meetings or workshops whereby a driver attains hours for his/her bus driver's license renewal, as required by the State of California, shall be in a paid status up to the minimum number of hours granted towards TO-1 requirement. The District shall only grant paid time equal to the number of credited hours, up to the annual requirement. Voluntary attendance at workshops or meetings that are not required shall not be paid. For the purpose of this section, attendance during required workshops shall be paid upon the completion of said workshop provided that TO-1 hours are accredited.

19.4.6 Training Outside the District

When presenting verified in-service training received from an outside source in accordance with requirements set forth and defined by CDE, Office of Transportation, a driver may receive credit towards training hours.

19.5 Bid

19.5.1 School Bus Drivers shall bid on all routes annually, by seniority, at least two (2) weeks, but not more than four (4) weeks, prior to the start of the school attendance year. In order to be eligible for a route that services students in the proximity of the Ortega Highway, drivers must be deemed proficient within the year prior to the bid. Seniority to be determined by: (1) hire date and (2) lot.

19.5.2 Permanent Route Vacancies

When, during a school year, a permanent route is established/created or becomes vacant, or an existing route is increased in hours, the route shall be considered a vacancy and shall be posted for bid. After the bidding process, any remaining vacancies shall be posted in accordance with Article 13 – Assignment, Transfer and Filling of Vacancies. After the final bidding occurs for each vacancy, routes impacted by the subsequent bidding process shall become effective.

19.5.3 Mid-Day Route Assignments

Permanent routes that become available shall be first incorporated into the 8 hour routes that have been designated as mid-day recipients.

19.5.4 Appropriate time for pre-trip inspections shall be provided in the bid time.

19.6 Alternate Work Year Route Assignments

19.6.1 The District provides home to school and/or special education transportation to school districts who operate during a school year that may differ from the District school year. In the event a driver selects an assignment that requires service during this alternate school year, the driver shall provide service for the duration of that schedule. The work days required to service the alternate school year may start prior to and extend beyond the District school year but shall not begin later nor end sooner. The work year of the driver who selects an alternate

1 school year route shall be extended to include both the District and the alternate
2 school year calendars. An alternate work year calendar shall be provided at the
3 annual bid process or within 10 calendar days after the bid process. Designated
4 holidays shall be in accordance with Article 12 – Holidays. All permanent routes
5 shall revert to a guaranteed 6-hour minimum and 182 day minimum every July 1.

6 19.7 Field Trips

7 19.7.1 Field trip driving assignments shall, at the beginning of each school year, be
8 offered in order of driver seniority. After one full rotation, field trips shall be
9 assigned using the field trip equalization list. Field trips shall be assigned in
10 descending field trip numerical order, using the date in which the site “entered” the
11 field trip. Such offers shall be made on an hourly equalization basis in such a
12 manner as to assign field trip opportunities as equally as practicable. If all available
13 qualified drivers decline the field trip, the District may assign in accordance with
14 Article 1 – Recognition or Article 8 – Hours & Overtime, whichever is applicable.

15 19.7.1.1 Field trips assignments are offered based on projected hours.

16 Efforts shall be made to adjust the hours to the equalization list to reflect
17 actual field trip hours worked through the 5th of each month by the 10th of
18 each month.

19 19.7.1.2 Drivers who do not wish to be considered for field trips may have
20 the option to request in writing, to be taken off the hourly equalization
21 rotation list. At any time said driver may request, in writing, to be added
22 back on this list. At that time the driver shall be charged the highest number
23 of accrued field trip hours plus one (1) hour.

24 19.7.1.3 A new driver or driver returning from an extended absence of 30
25 days or more shall be charged the highest number of accrued field trip hours
26 plus one (1) hour.

27 19.7.2 Field Trip Assignment Process

28 Field trips shall be assigned/issued the 15th of each month for the following month.
29 If the 15th falls on a weekend or holiday, trips shall be assigned/issued on the next
30 business day. Field trips for said month shall be issued in order of receipt.

31 19.7.3 Field trips must be accepted or rejected by the close of business following
32 the day of assignment. If a driver rejects said field trip within the designated time
33 frame, he/she shall not be charged the projected hours. Drivers not responding
34 within the timeframe shall be charged the projected number of trip hours and the
35 trip shall be automatically reassigned using the weekday/weekend equalization list.

36 19.7.4 If a driver accepts a field trip and later rejects the field trip, he/she shall be
37 charged the projected number of hours for that field trip.

38 19.7.5 Completed driver field trip sheets must be turned in to the dispatch office by
39 the close of business on the first working day following the field trip. Failure to do

so shall result in doubling the number of hours accrued on the hourly equalization list by the driver for that particular field trip. This is to ensure the paperwork is returned in a timely manner so that future assignments and billing can be completed on schedule.

19.7.6 Notwithstanding any other provision of this Agreement and in accordance with E.C. 44032, if a field trip requires an overnight stay, the District shall be relieved of the obligation of payment for any hours between the time a bus driver is relieved of duties for the evening and the time duties resume the following morning. Meals and lodging reimbursements shall be in accordance with Article 7 – Pay & Allowances.

19.7.7 There are three categories of field trips – weekend/holiday, weekday and summer session. A separate hourly equalization list shall be maintained for each category. Field trips occurring on designated District Paid Holidays shall be assigned from the weekend hourly equalization list.

19.7.8 A field trip assignment must not conflict with a school bus driver’s permanent route assignment if that assignment exceeds 7 hours when transportation services are required as a related service per an Individualized Educational Plan (IEP).

19.7.9 Emergency/Contingency List

A field trip emergency/contingency list shall be established to service any and all field trips received by Transportation Services or returned by a driver within 48 hours of the trip date. The field trip emergency/contingency shall be made available to all drivers as follows:

- a) On the first day of each month the emergency/contingency sign up list shall be posted for drivers to indicate the specific day(s) available to accept field trip driving assignments. The opportunity for drivers to indicate their availability shall come to a close the last working day of the month.
- b) On the first day of the following month the field trip emergency/contingency list shall become a working document to be used by the dispatcher to make emergency/contingency field trip assignments.
- c) Once the list is closed drivers shall not be added.
- d) Drivers shall be assigned these trips by seniority. Such offers shall be made on a rotational basis. Field trips shall be assigned using the date in which the site “entered” the field trip when applicable. Any exceptions shall be noted.
- e) These field trip hours shall not be accrued and shall not affect the hourly equalization list except as noted in 19.7.9 (f) below.
- f) A driver who has declared his/her availability and then turns down an assigned trip shall result in a charge of the projected field trip hours to the equalization list. A second (2) and subsequent refusal shall result in a charge double the projected hours of the field trip.

1 g) If the need for coverage exceeds the list of available drivers, assignments
2 shall be offered to any available permanent driver after which the assignment
3 shall be filled in accordance with Article 1 – Recognition and Article 8 – Hours &
4 Overtime.

5 19.8 Vehicle Maintenance & Call-in/Call-back Time

6 19.8.1 Vehicle Maintenance

7 Each driver must complete a Vehicle Condition Report (VCR) daily and any defect
8 shall be noted. The Director or designee shall coordinate the processing of the VCR
9 to ensure that a copy is provided to all stakeholders when completed.

10 19.8.2 Minimum Call-in Time

11 Any unit member called in to work on a day when the unit member is not scheduled
12 to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay
13 under this Agreement when the call-in is between 6:00 a.m. and 12:00 midnight;
14 and, three (3) hours pay when the call-in is between 12:00 midnight and 6:00 a.m.

15 19.8.3 Call Back Time

16 Any unit member called back to work after completion of his/her regular assignment
17 shall be compensated for at least (2) hours of work at the overtime rate, irrespective
18 of the actual time less than that required to be worked.

19 **ARTICLE 20. SEVERABILITY**

20 20.1 Savings Clause

21 If, during the life of the Agreement, there exists any applicable law or any applicable
22 rule, regulation or order issued by government authority other than the District, which
23 shall render invalid or restrain compliance with enforcement of any provision of this
24 Agreement, such provisions shall immediately be suspended and be of no effect
25 hereunder so long as such law, rule regulation or order shall be in effect. Such
26 invalidation of a part or portion of this Agreement shall not invalidate any remaining
27 portions, which shall continue in full force and effect.

28 20.2 Replacement for Severed Provisions

29 In the event of suspension or invalidation of any Article or Section of this Agreement,
30 the parties agree to meet and negotiate within thirty (30) days after such determination
31 for the purpose of arriving at a mutually satisfactory replacement for such Article or
32 Section.
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39

1 **ARTICLE 21. SUPPORT OF AGREEMENT**

2
3 21.1 The District and the CSEA agree that it is to their mutual benefit to encourage the
4 resolution of differences through the meet and negotiation process. Therefore, it is
5 agreed that CSEA and the District will support this Agreement for its term and will not
6 appear before the Board of Trustees to seek change or improvement in any part subject
7 to the meet and negotiation process except by mutual agreement of the District and
8 CSEA.

9
10 **ARTICLE 22. EFFECT OF AGREEMENT**

11
12 22.1 It is understood and agreed that the specific provisions contained in this
13 Agreement shall prevail over District practices and procedures and over state laws to
14 the extent permitted by state law and that in the absence of specific provisions of this
15 Agreement, such practices and procedures are discretionary.

16
17 **ARTICLE 23. DISCIPLINE**

18
19 23.1 Disciplinary Procedures

20 The District may impose discipline or dismissal on permanent unit members where the
21 work performance or behavior of the unit member is such that prior verbal and/or
22 written warnings by the immediate supervisor or District designee have failed to result
23 in a remediation of the unsatisfactory performance or behavior. The District may
24 impose discipline or dismissal without prior verbal and/or written warning for behavior
25 described under Sections 23.3.6, 23.3.8, 23.3.9, 23.3.10, 23.3.11, 23.3.12, 23.3.13 and
26 23.3.26 or any act which presents a clear and present danger to other unit members,
27 students or public. A permanent classified unit member may be demoted, suspended or
28 dismissed by the Superintendent or his designee only for cause as provided in
29 procedures set forth herein. This policy shall not apply to layoffs for lack of work or
30 funds. The term "discipline", for the purposes of this policy, shall mean a suspension
31 without pay for more than five (5) working days, involuntary demotion (except layoff) or
32 termination.

33 23.2 Exclusion of Probationary Unit members

34 The provisions of this policy shall apply only to permanent unit members. Probationary
35 unit members are subject to disciplinary action without appeal up to and including
36 termination at the sole discretion of the District.

37 23.3 Grounds for Suspension, Demotion or Dismissal of Permanent Unit members

1 The grounds for suspension, demotion or dismissal of a permanent unit member shall
2 be for cause as determined by the Board, which shall include, but not be limited to, the
3 following:

4 23.3.1 Incompetence or inefficiency in the performance of duties.

5 23.3.2 Failure to follow directions of a supervisor.

6 23.3.3 Inability to perform assigned duties due to failure to meet job qualifications
7 (including, but not limited to, failure to possess required licenses, failure to pass
8 required tests, or failure to meet District insurability requirements).

9 23.3.4 Insubordination (including, but not limited to, refusal to do assigned work).

10 23.3.5 Carelessness or negligence in the performance of duty or in the care of
11 District property.

12 23.3.6 Discourteous, offensive or abusive conduct or language toward other unit
13 members, pupils or the public.

14 23.3.7 Dishonesty.

15 23.3.8 Drinking or possession of alcoholic beverages on the job or reporting for work
16 while intoxicated.

17 23.3.9 Addiction to the use or possession of narcotics or a restricted substance, use
18 of narcotics or restricted substances while on the job, or reporting to work while
19 under the influence of a narcotic or restricted substance.

20 23.3.10 Possession of firearm or other deadly weapon on District property or while
21 on duty.

22 23.3.11 Conviction of any felony or crime.

23 23.3.12 Conviction of a sex offense as defined in Education Code Section 44010.

24 23.3.13 Conviction of a narcotics offense as defined in Education Code Section
25 44011.

26 23.3.14 Repeated and unexcused absence or tardiness.

27 23.3.15 Abuse of sick leave or other paid leave privileges.

28 23.3.16 Falsifying any information supplied to the District including, but not limited
29 to, information supplied on application forms, employment records or any other
30 District records.

31 23.3.17 Persistent violation or refusal to obey safety rules, or regulations made
32 applicable to public schools by the Board or by an appropriate state or local
33 governmental agency.

34 23.3.18 Offering anything of value or offering any service in exchange for special
35 treatment in connection with the unit member's job or employment, or accepting
36 anything of value or any service in exchange for granting any special treatment to
37 another unit member or to any member of the public.

38 23.3.19 Willful or persistent violation of the Education Code or rules and regulations
39 of the District.

- 1 23.3.20 Abandonment of position. Absence for three (3) or more consecutive
2 workdays without contacting the immediate supervisor or the District shall be
3 deemed abandonment of position.
- 4 23.3.21 Advocacy of overthrow of federal, state or local government by force,
5 violence or other unlawful means.
- 6 23.3.22 Physical or mental inability to perform assigned duties.
- 7 23.3.23 Excessive absenteeism.
- 8 23.3.24 Incarceration, which adversely affects job performance.
- 9 23.3.25 Misuse or misappropriation of District property.
- 10 23.3.26 Theft and willful use or misappropriation of District property or aiding and
11 abetting such theft or willful misuse or misappropriation of District property; or
12 theft, misuse or misappropriation of private property while on District time and/or
13 while on District property and/or while performing any District function or aiding or
14 abetting in such theft, misuse or misappropriation.
- 15 23.3.27 Failure to maintain productive and cooperative working relationships with
16 other employees, students, parents or the public.
- 17 23.4 Notice of Proposed Disciplinary Action to Permanent Unit Members
- 18 Notice to a permanent unit member of proposed disciplinary action shall be deemed
19 sufficient when it is delivered in person to the unit member or when it is deposited in
20 the U. S. Certified Mail, postage prepaid and addressed to the last known address of the
21 unit member. The notice shall contain the following:
- 22 23.4.1 A statement of the specific acts and omissions upon which the proposed
23 disciplinary action is based;
- 24 23.4.2 A statement of the cause(s) for the proposed disciplinary action;
- 25 23.4.3 If it is claimed that the unit member has violated a rule or regulation of the
26 District, a statement of the rule or regulation;
- 27 23.4.4 A statement of the action proposed to the Board;
- 28 23.4.5 A statement that the unit member has a right to a hearing on such charges if
29 demanded within five (5) calendar days after the unit member receives notice;
- 30 23.4.6 A card, or paper, the signing and filing of which with the Board shall
31 constitute a demand for hearing and denial of all charges;
- 32 23.4.7 Copies of materials, if any, which support the charges and a copy of this
33 policy;
- 34 23.4.8 A statement that the unit member has a right to be represented by an
35 attorney or other representative at the hearing.
- 36 23.5 Hearing on Suspension, Demotion or Dismissal of Permanent Unit member
- 37 23.5.1 When a timely request for a hearing has been served upon the Board in
38 accordance with Section 23.4, the Board or its designee shall, within fourteen (14)
39 calendar days after receiving the request, schedule a hearing within thirty (30)

1 calendar days from the date the request for hearing is received. The unit member
2 shall be given at least five (5) calendar days' written notice of the time and place for
3 the hearing and such hearing shall be closed unless the unit member submits a
4 written request for a public hearing.

5 23.5.2 The president of the Board or his/her designee shall preside over the hearing
6 and rule on questions of procedure and evidence. The Board may, in its discretion,
7 select a hearing officer to conduct the hearing for suspension or demotion in lieu of
8 the Board. All dismissal hearings shall be held before a hearing officer, selected by
9 mutual agreement of the District and CSEA, who shall set the time and place of the
10 hearing. The cost of the hearing officer shall be borne by the District. The hearing
11 officer shall, within seven (7) calendar days after the hearing, submit written findings
12 and a proposed decision to the Board.

13 23.5.3 Oral evidence shall be taken only on oath or affirmation. Each party shall
14 have the right to call and examine witnesses; to introduce exhibits; to cross-examine
15 opposing witnesses; to impeach any witness regardless of which party first called
16 him/her to testify; and to rebut the evidence against him/her. If the accused unit
17 member does not testify in his/her own behalf, he/she may be called and examined
18 as if under cross-examination.

19 23.5.4 The hearing need not be conducted according to technical rules relating to
20 evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of
21 evidence on which responsible persons are accustomed to rely in the conduct of
22 serious affairs, regardless of the existence of any common law or statutory rule,
23 which might make improper the admission of such evidence over objection in civil
24 actions. Hearsay evidence may be used for the purpose of supplementing and
25 examining other evidence but shall not be sufficient standing by itself to support a
26 finding unless it would be admissible over objection in civil actions. The rules of
27 privilege shall be effective to the extent that they are otherwise required by statute
28 to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be
29 excluded.

30 23.5.5 If the hearing is conducted before the Board, it shall prepare written findings
31 and a decision. If the hearing is conducted before a hearing officer, the Board shall
32 review the record, including the findings, and the Board may accept, reject or modify
33 the proposed decision. In acting upon the hearing officer's recommendation, the
34 Board may take supplemental evidence, as it deems necessary, in order to make a
35 final decision. The Board shall render its written decision within twenty-five (25)
36 calendar days after the close of the hearing, and its determination of the sufficiency
37 of the cause for disciplinary action shall be conclusive.

38 23.6 Waiver of Hearing on Suspension, Demotion or Dismissal of Permanent Unit
39 member

1 If the unit member fails to make a timely request for a hearing, the Board may act upon
2 the charges without a hearing and impose such disciplinary action, if any, as it deems
3 appropriate.

4 23.7 Disciplinary Action Imposed by the Board

5 If the Board finds that sufficient cause exists it may impose disciplinary action proposed
6 by the District Superintendent or his designee or it may impose such other disciplinary
7 penalty, as it deems appropriate.

8 23.8 Immediate Demotion or Suspension Without Pay or Benefits of Permanent Unit 9 member

10 Notwithstanding the requirements of Section 23.4 above, if the Superintendent or his
11 designee determines that pending a Board hearing on the suspension or dismissal of a
12 permanent unit member, the continued presence of such unit member is detrimental to
13 the District or the unit members of the District, the District may immediately suspend
14 the unit member without pay in accordance with the following procedures:

15 23.8.1 The administration shall meet with the unit member, advising the unit
16 member of the charges and the proposed action, and give the unit member an
17 opportunity to respond to the charges.

18 23.8.2 Whenever practicable, the conference between the unit member and the
19 administration shall be conducted prior to completion of the suspension, but in any
20 event the District shall schedule the conference within five (5) working days from
21 the time that the suspension is implemented.

22 23.8.3 The administration shall give the unit member a copy of the written charges
23 and any written materials upon which the charges are based within five (5) working
24 days from the time the suspension is implemented.

25 23.9 Compensation for Loss of Salary During Suspension Without Pay

26 If the unit member is suspended immediately pursuant to the procedures set forth in
27 Section 23.8, the unit member shall be compensated for any pre-hearing loss of salary
28 resulting from such a suspension not upheld by the Board.

29 23.10 Short Term Suspension (Suspension for Five (5) Days or Less)

30 The Superintendent or his designee may suspend a permanent classified unit member
31 without pay for up to five (5) working days without regard to the procedures set forth in
32 this policy. Prior to imposing such a suspension, the unit member shall be informed in
33 writing of the reasons for the action and he/she shall be given an opportunity to
34 respond to the Superintendent or designee. The unit member may appeal the
35 suspension to the Board, provided a written request therefore is filed in the
36 Superintendent's office within five (5) calendar days following the first day of
37 suspension. If an appeal is timely filed, the Board shall review the written record and,
38 without a formal hearing, issue its decision within thirty (30) calendar days after the
39 request for appeal was filed.

1 23.11 Policy Application

2 This policy shall not be construed to diminish the District's authority to take disciplinary
3 action in accordance with the law, including such actions as are authorized by Education
4 Code Sections 44010, 44011 and 45304. The procedures provided for herein shall be
5 the sole and exclusive administrative due process available to challenge disciplinary
6 actions and short-term suspensions.

7
8 **ARTICLE 24. NON-DISCRIMINATION**

9
10 24.1 Discrimination Prohibited

11 No bargaining unit member shall in any way be favored or discriminated against in
12 wages, hours, or other terms and conditions of employment on the basis of race, color,
13 creed, age, sex, national origin, political affiliation, domicile, marital status, sexual
14 orientation, physical handicap, or membership or participation in the activities of an
15 exclusive representative association.

16 24.2 No unit member shall be subjected to any verbal abuse, visual or physical conduct
17 or harassment that substantially interferes with a unit member's work performance or
18 creates an intimidating, hostile or offensive work environment. Further, no unit
19 member will be disciplined, reprimanded, reduced in rank, reduced in compensation or
20 deprived of any professional advantage without Just Cause.

21 24.3 Nothing in this article shall be construed as a waiver of a unit member's legal rights
22 for due process.

23
24 **ARTICLE 25. CONCERTED ACTIVITIES**

25
26 25.1 It is agreed and understood that there will be no strike, work stoppage, slow down,
27 picketing, or refusal or failure to fully and faithfully perform job functions and
28 responsibilities, or other interferences with the operations of the District by CSEA or its
29 officers, agents, or members during the term of this Agreement, including compliance
30 with the request of other labor organizations to engage in such activity.

31 25.2 CSEA recognizes the duty and obligation of its representatives to comply with the
32 provisions of this Agreement and to make every effort toward inducing all unit members
33 to do so. In the event of a strike, work stoppage, slow down, or interference with the
34 operations of the District by unit members who are represented by CSEA, CSEA agrees in
35 good faith to take all necessary steps to cause those unit members to cease such action.

36 25.3 It is agreed and understood that any unit member violating this Article may be
37 subject to discipline up to and including termination by the District.

1 25.4 It is understood that in the event this Article is violated the District shall be entitled
2 to withdraw any rights, privileges, or services provided for in this Agreement under
3 Article 5.0.

4 25.5 During the term of this Agreement or extension thereof, the District agrees that it
5 will not lock out any bargaining unit members.

6 7 **ARTICLE 26. EARLY RETIREMENT**

8
9 26.1 Early retirement benefits shall be available to bargaining unit members of at least
10 fifty-five (55) years of age with fifteen (15) continuous years of service to the District.
11 All bargaining unit members hired on or after July 1, 2007, must be at least sixty (60)
12 years of age with fifteen (15) continuous years of service to the District. Upon
13 retirement, the District shall provide fringe benefit contribution to retirees at the
14 maximum annual District premium contribution in effect at the time of retirement. The
15 District shall continue to contribute the maximum annual group health insurance
16 premium amounts for retirees up to age sixty-five (65), at which time no benefit shall be
17 provided. The maximum annual District premium group health insurance contribution
18 shall be fixed at the maximum contribution in effect at the time of retirement.

19 26.2 In the event that District group health insurance premium contributions are
20 insufficient to fund the full cost of health insurance premiums, the retiree shall be
21 required to pay such difference in advance, quarterly.

22 26.3 The District may provide an early retirement benefit to eligible unit members
23 (Golden Handshake) as authorized by California Law.
24

25 **ARTICLE 27. BARGAINING UNIT WORK**

26 27 27.1 Restriction on Contracting Out

28 During the life of this Agreement, the District agrees that it will not contract out work
29 which has been customarily and routinely performed by current positions in the
30 bargaining unit which will result in the displacement or reduction in hours, wages,
31 transfer or reassignment of bargaining unit positions.

32 27.2.1 No supervisory or management employee may perform any work within the
33 job description of a bargaining unit member, which will result in the displacement,
34 reduction of hours, transfer or reassignment of any bargaining unit member.
35
36
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39

1 **ARTICLE 28. DURATION/NEGOTIATIONS**

2

3 ARTICLE 28. DURATION/NEGOTIATIONS

4 a. This agreement shall commence on July 1, 2024 and shall expire on June 30, 2027

5 b. For the 2025-2026 school year, each party may reopen three (3) articles in addition
6 to Article 7 – Pay and Allowances and Article 16 – Health and Welfare.

7 c. For the 2026-2027 school year each party may reopen (1) article in addition to
8 Article 7 – Pay and Allowances and Article 16 – Health and Welfare.

9

10 This agreement allows LEUSD to continue to self-certify at the county level and remain
11 fiscally stable.

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LAKE ELSINORE UNIFIED SCHOOL DISTRICT

July 2025

	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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August 2025

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September 2025

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October 2025

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November 2025

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December 2025

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A																															
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1st Semester 87

LEUSD - Key to the Above Calendar		
Weekends	A	K-5 & K-8 Schedules
Holidays	B	MS & HS Schedule
Teacher Work Day	M	HS - Assessment Minimum Day
Day of Student Attendance		Late Start
Intercession		No School
Professional Development		ELOP



Revision 2/13/2025

2025-2026 SCHOOL YEAR CALENDAR

January 2026

TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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February 2026

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March 2026

		S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T							
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B																																

April 2026

	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH							
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May 2026

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June 2026

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A																															
B																															

2nd Semester 93

DISTRICT HOLIDAYS (15 DAYS)					
1	Independence Day	July 4, 2025	9	CSEA Floating	Dec. 30, 2025
2	Labor Day	Sept. 1, 2025	10	Admission Day	Dec. 31, 2025
3	Veterans Day	Nov. 11, 2025	11	New Year's Day	Jan. 1, 2026
4	Thanksgiving Day	Nov. 27, 2025	12	Martin L. King Day	Jan. 19, 2026
5	Local Holiday	Nov. 28, 2025	13	Lincoln's B-Day	Feb. 13, 2026
6	Christmas Day	Dec. 25, 2025	14	Presidents' Day	Feb. 16, 2026
7	CSEA Floating	Dec. 26, 2025	15	Memorial Day	May 25, 2026
8	CSEA Floating	Dec. 29, 2025	16	Juneteenth	June 19, 2026

DISTRICT HOLIDAYS (16 DAYS)				
1	Independence Day	July 4, 2025	CSEA Floating	Dec. 30, 2025
2	Labor Day	Sept. 1, 2025	Admission Day	Dec. 31, 2025
3	Veterans Day	Nov. 11, 2025	New Year's Day	Jan. 1, 2026
4	Thanksgiving Day	Nov. 27, 2025	Martin L. King Day	Jan. 19, 2026
5	Local Holiday	Nov. 28, 2025	Lincoln's B-Day	Feb. 13, 2026
6	Christmas Day	Dec. 25, 2025	Presidents' Day	Feb. 16, 2026
7	CSEA Floating	Dec. 26, 2025	Memorial Day	May 25, 2026
8	CSEA Floating	Dec. 29, 2025	Juneteenth	Jun. 19, 2026

244 Day Work Year - July 1, 2025 to June 30, 2026

	Weekends
	Holidays
	Work Days
N	District Non-Work Day
X	Days Not Scheduled to Work
P	10/15/25 Professional Development Day
P	1/13/26 Professional Development Day
11	8/11/25 First Day of School
5	6/5/26 Last Day of School
	Intercession 1/5/26 - 1/9/26

July 2025

[illegible]

August 2025

	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S								
1		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

September 2025

[illegible]

October 2025

[illegible]

November 2025

[illegible]

December 2025

	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
																						N								

January 2026

TH	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

February 2026

[illegible]

March 2026

[illegible]

April 2026

[illegible]

Mav 2026

	F	S	S	M	T	W	T	H	F	S	S	M	T	W	T	H	F	S	S	M	T	W	T	H	F	S	S				
1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

June 2026

M		T		W		T		F		S		S		M		T		W		T		F		S		S		M		T	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30		

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

BARGAINING UNIT CLASSIFICATION SYSTEM

BUSINESS SERVICES	RANGE	WORK YEAR	HOURS
Senior Accountant	60	244	8
Accountant	58	244	8
District Student Data Technician	52	244	8
Accounting Tech: Categorical Programs	47	244	8
Facilities Accounting Technician	45	244	8
Buyer	46	244	8
Payroll Technician	42	244	8
Accounting Technician: Attendance/Student Services	45	244	8
Accounting Technician	47	244	8
Purchasing Technician	38	244	8
Reprographics Lead Operator	38	244	8
Senior Account Clerk	38	244	8
Account Clerk	29	Various	8
CLERICAL AND SECRETARIAL SERVICES	RANGE	WORK YEAR	HOURS
Credentials Analyst	78	244	8
Benefits/Risk Management Technician	42	244	8
Secretary IV: District Office	38	244	8
Secretary IV	36	Various	8
Secretary III	34	Various	8
Secretary II	32	Various	Various
Secretary I	29	Various	Various
Attendance Technician	32	215	8
Bookkeeper: High School	32	215	8
Bookkeeper: Middle School	22	186	8
Counseling Secretary: High School	32	215	8
Counseling Secretary: Middle School	30	195	8
Counseling Technician	32	215	8
Registrar	32	215	8
Senior Personnel Clerk	34	244	8
Clerk III: Assignment	28	Various	Various
Clerk III: Attendance Assistant, SARB	28	Various	Various
Clerk II: Assignment	22	Various	Various
Clerk I: Receptionist	19	Various	Various
Clerk I: Assignment	19	Various	Various
Health Technician	29	191	Various
Program Reprographic Assistant	24	244	8
Social Services Coordinator	16	Various	Various

FOOD SERVICES	RANGE	WORK YEAR	HOURS
Food Service Assistant: Cook Baker	12	182	8
Central Kitchen Lead	36	215	8
Site Kitchen Supervisor	34	190	8
Assistant Site Supervisor: HS/MS	24	182	8
Senior Food Service Assistant	15	Various	Various
Food Service Assistant	8	Various	Various
INSTRUCTIONAL AND STUDENT SERVICES	RANGE	WORK YEAR	HOURS
Certified Sign Language Interpreter	65	182	7.5
Linkage Specialist-Educationally Related Health Services	43	Various	8
Job Coach/Developer	39	182	6
Bilingual Translator/Interpreter	36	244	8
Career Center Technician	32	215	8
Instructional Materials Technician	32	244	8
Bilingual Assessment Clerk	28	244	8
Campus and Study Hall Supervisor	27	182	Various
Library/Media Assistant III	28	215	Various
Library/Media Assistant II	24	185	Various
Library/Media Assistant I	20	182	3 / 3.75
Community Liaison	24	182	Various
Job Coach	20	Various	Various
Parent Coordinator: Head Start	16	182	8
Paraeducator III: Special Education (Physical Disabilities)	25	205	Various
Paraeducator II: Assignment	15	Various	Various
Paraeducator II: Bilingual	15	Various	Various
Paraeducator II: Preschool	15	Various	Various
Paraeducator II: Special Ed.	15	Various	Various
Paraeducator I	11	182	Various
Childcare Assistant	11	182	Various
Child Supervision Assistant	10	Various	Various
MAINTENANCE AND OPERATIONS	RANGE	WORK YEAR	HOURS
Computer Technician I	42	244	8
Computer Technician II	60	244	8
Technology Support Specialist	65	244	8
HVAC Lead	60	244	8
Maintenance Specialist: Plumber	59	244	8
Maintenance Specialist: Locksmith	59	244	8
Maintenance Electrician & Low Voltage Systems Specialist	59	244	8
Maintenance Specialist: Painter	50	244	8
Maintenance Specialist: Pool Technician	45	244	8
Maintenance Specialist: HVAC	59	244	8
Senior Maintenance Worker	50	244	8
Maintenance: HVAC Assistant	45	244	8
Maintenance Specialist	45	244	8
Stage Technician	45	244	8
Assistant Stage Technician	24	182	Various
Maintenance Worker	41	244	8

MAINTENANCE AND OPERATIONS	RANGE	WORK YEAR	HOURS
Irrigation Specialist	36	244	8
Grounds Worker	28	244	8
Custodian III	35	244	8
Custodian II	28	244	8
Custodian: Special Programs	26	244	8
Custodian I	24	Various	Various
TRANSPORTATION SERVICES	RANGE	WORK YEAR	HOURS
Van Driver	22	183	8
Field Trip and Routing Assistant/Bus Driver	33	183	8
Lead Mechanic	53	244	8
Mechanic	44	244	8
Bus Driver Instructor	38	244	8
Dispatcher/Bus Driver	34	244	8
Delegated Behind The Wheel Trainer/Bus Driver	33	183	6-8
Bus Driver	31	Various	Various
WAREHOUSE AND DELIVERY SERVICES	RANGE	WORK YEAR	HOURS
Warehouse Person	35	Various	8
Delivery Driver: Warehouse	31	244	8
Delivery Driver: Food Service	31	195	8

7/2/25

WORK YEARS

CONVERSION OF DAYS TO MONTHS

MONTHS/DAYS

12 months
241-247 days

11.8 months
220-240 work days

11.2 months
216-219 work days

11 months
215 work days

10.8 months
205-214 work days

10.5 months
195-204 work days

10 months
190-204 work days

9.75 months
183-189 work days

9.5 months
176-182 work days

8.8 months
166-175 work days

Lake Elsinore Unified School District

2025/2026 Classified Salary Schedule

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
8	FOOD SERVICE ASSISTANT	2,996.08	3,121.89	3,239.84	3,371.97	3,505.64	3,648.74	3,798.16	3,950.71
		17,285	18,011	18,691	19,454	20,225	21,050	21,912	22,793
9		3,033.80	3,159.61	3,283.87	3,417.55	3,554.38	3,695.94	3,843.78	4,001.05
		17,503	18,229	18,945	19,717	20,506	21,323	22,176	23,083
10	CHILD SUPERVISION ASSISTANT	3,076.27	3,200.54	3,326.35	3,463.17	3,603.14	3,741.54	3,894.07	4,052.92
		17,748	18,465	19,190	19,980	20,787	21,586	22,466	23,382
11	CHILDCARE ASSISTANT PARAEDUCATOR I	3,117.18	3,238.27	3,365.66	3,502.48	3,644.05	3,793.43	3,939.72	4,098.56
		17,984	18,682	19,417	20,207	21,023	21,885	22,729	23,646
12	FOOD SERVICE ASSISTANT COOK/BAKER	3,154.92	3,280.74	3,409.71	3,549.66	3,692.79	3,834.33	3,991.59	4,145.74
		18,201	18,927	19,671	20,479	21,305	22,121	23,028	23,918
13		3,195.77	3,323.17	3,458.43	3,598.41	3,738.39	3,883.11	4,043.51	4,202.38
		18,437	19,172	19,952	20,760	21,568	22,403	23,328	24,245
14		3,235.12	3,360.93	3,499.33	3,639.31	3,788.72	3,934.99	4,093.84	4,255.81
		18,664	19,390	20,188	20,996	21,858	22,702	23,618	24,553
15	PARAEDUCATOR II - ASSIGNMENT, BILINGUAL, PRESCHOOL, SPECIAL ED. SENIOR FOOD SERVICE ASSISTANT	3,272.87	3,401.82	3,540.21	3,680.23	3,829.61	3,985.32	4,141.02	4,307.74
		18,882	19,626	20,424	21,232	22,094	22,992	23,891	24,852
16	PARENT COORDINATOR - HEADSTART SOCIAL SERVICES COORDINATOR: ASSIGNMENT	3,320.04	3,449.03	3,592.13	3,735.25	3,879.94	4,030.95	4,197.62	4,364.36
		19,154	19,898	20,724	21,550	22,384	23,255	24,217	25,179
17		3,354.64	3,496.20	3,636.16	3,780.87	3,930.27	4,089.10	4,247.96	4,420.95
		19,354	20,170	20,978	21,813	22,675	23,591	24,507	25,505
18		3,395.50	3,537.10	3,677.06	3,824.90	3,979.02	4,137.87	4,301.43	4,477.56
		19,589	20,406	21,214	22,067	22,956	23,872	24,816	25,832

Lake Elsinore Unified School District

2025/2026 Classified Salary Schedule

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
19	CLERK I - ASSIGNMENT, RECEPTIONIST	3,444.31	3,585.81	3,730.52	3,873.65	4,027.79	4,191.35	4,359.63	4,535.77
		19,871	20,687	21,522	22,348	23,237	24,181	25,152	26,168
20	JOB COACH LIBRARY/MEDIA ASSISTANT I	3,491.45	3,628.32	3,776.15	3,925.55	4,084.39	4,243.23	4,416.26	4,589.22
		20,143	20,933	21,785	22,647	23,564	24,480	25,478	26,476
21		3,533.93	3,672.35	3,821.74	3,971.18	4,130.01	4,293.58	4,474.44	4,647.43
		20,388	21,187	22,049	22,911	23,827	24,771	25,814	26,812
22	BOOKKEEPER: MIDDLE SCHOOL CLERK II - ASSIGNMENT, ATTENDANCE HS VAN DRIVER	3,581.15	3,725.82	3,867.38	4,023.07	4,183.48	4,351.78	4,523.21	4,711.93
		20,660	21,495	22,312	23,210	24,135	25,106	26,095	27,184
23		3,625.17	3,771.44	3,912.97	4,079.67	4,238.53	4,411.54	4,582.95	4,765.38
		20,914	21,758	22,575	23,537	24,453	25,451	26,440	27,493
24	ASST. SITE SUPERVISOR, HS/MS ASSISTANT STAGE TECHNICIAN COMMUNITY LIAISON CUSTODIAN I LIBRARY/MEDIA ASSISTANT II PROGRAM REPROGRAPHICS ASST	3,667.63	3,813.88	3,966.42	4,125.27	4,287.28	4,469.71	4,642.72	4,823.58
		21,159	22,003	22,883	23,800	24,734	25,787	26,785	27,828
25	PARAEDUCATOR III - SPECIAL EDUCATION (PHYSICAL DISABILITIES)	3,719.51	3,861.06	4,018.35	4,180.34	4,345.47	4,520.04	4,707.21	4,888.06
		21,459	22,275	23,183	24,117	25,070	26,077	27,157	28,200
26	CUSTODIAN: SPECIAL PROGRAMS	3,766.71	3,908.23	4,073.40	4,232.23	4,405.23	4,578.25	4,760.67	4,954.11
		21,731	22,547	23,500	24,417	25,415	26,413	27,465	28,581
27	CAMPUS & STUDY HALL SUPERVISOR	3,809.16	3,963.30	4,120.58	4,282.56	4,457.13	4,631.71	4,818.88	5,012.30
		21,976	22,865	23,773	24,707	25,714	26,721	27,801	28,917

Lake Elsinore Unified School District
2025/2026 Classified Salary Schedule

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
28	BILINGUAL ASSESSMENT CLERK								
	CLERK III- ASSIGNMENT, ATTENDANCE ASST.								
	SARB CUSTODIAN II GROUNDWORKER LIBRARY/MEDIA ASSISTANT III	3,853.22	4,012.06	4,174.04	4,334.45	4,509.05	4,697.78	4,880.18	5,076.77
29	ACCOUNT CLERK								
	HEALTH TECHNICIAN								
	SECRETARY I	3,901.95	4,067.12	4,222.79	4,391.09	4,568.81	4,755.95	4,939.95	5,138.13
30									
	COUNSELING SECRETARY/MIDDLE SCHOOL	22,511	23,464	24,362	25,333	26,359	27,438	28,500	29,643
31									
	COUNSELING SECRETARY/MIDDLE SCHOOL	3,953.84	4,112.70	4,274.69	4,449.27	4,622.27	4,807.83	5,001.31	5,199.48
32									
	COUNSELING SECRETARY/MIDDLE SCHOOL	22,811	23,727	24,662	25,669	26,667	27,737	28,854	29,997
33									
	BUS DRIVER DELIVERY DRIVER - FOOD SERVICE, WAREHOUSE	4,005.77	4,164.62	4,326.60	4,502.75	4,683.59	4,870.76	5,065.80	5,260.83
34									
	ATTENDANCE TECHNICIAN	23,110	24,027	24,961	25,977	27,021	28,101	29,226	30,351
35									
	ATTENDANCE TECHNICIAN								
36									
	BOOKKEEPER: HIGH SCHOOL CAREER CENTER TECHNICIAN	4,060.79	4,214.94	4,383.22	4,562.50	4,741.80	4,935.25	5,131.85	5,334.71
37									
	COUNSELING SECRETARY/HIGH SCHOOL COUNSELING TECHNICIAN								
38									
	INSTRUCTIONAL MATERIALS TECHNICIAN REGISTRAR SECRETARY II								
39									
	DELEGATED BEHIND THE WHEEL TRAINER/BUS DRIVER	23,428	24,317	25,288	26,322	27,357	28,473	29,607	30,777
40									
	DELEGATED BEHIND THE WHEEL TRAINER/BUS FIELD TRIP AND ROUTING ASSISTANT/BUS DRIVER	4,106.42	4,268.40	4,441.40	4,614.41	4,796.84	4,991.85	5,193.19	5,400.78
41									
	BUS DRIVER/DISPATCHER	23,691	24,625	25,623	26,622	27,674	28,799	29,961	31,158
42									
	SECRETARY III SENIOR PERSONNEL CLERK SITE KITCHEN SUPERVISOR	4,153.60	4,314.01	4,496.47	4,675.78	4,861.33	5,054.79	5,254.50	5,469.97
43									
	SITE KITCHEN SUPERVISOR	23,963	24,889	25,941	26,976	28,046	29,162	30,314	31,558

Lake Elsinore Unified School District
2025/2026 Classified Salary Schedule

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
35	CUSTODIAN III WAREHOUSE PERSON	4,205.51	4,373.79	4,556.22	4,732.37	4,921.10	5,117.70	5,326.85	5,536.04
		24,263	25,233	26,286	27,302	28,391	29,525	30,732	31,939
36	BILINGUAL TRANSLATOR/INTERPRETER CENTRAL KITCHEN LEAD IRRIGATION SPECIALIST SECRETARY IV	4,255.81	4,430.38	4,606.56	4,788.97	4,980.83	5,185.32	5,386.60	5,602.08
		24,553	25,560	26,576	27,629	28,736	29,915	31,077	32,320
37		4,309.29	4,485.43	4,664.71	4,851.88	5,048.48	5,248.20	5,458.99	5,674.43
		24,861	25,877	26,912	27,992	29,126	30,278	31,494	32,737
38	BUS DRIVER INSTRUCTOR PURCHASING TECHNICIAN REPROGRAPHICS LEAD OPERATOR SENIOR ACCOUNT CLERK SECRETARY IV - DISTRICT OFFICE	4,364.36	4,545.21	4,726.08	4,905.36	5,106.68	5,311.13	5,529.74	5,743.62
		25,179	26,222	27,266	28,300	29,462	30,641	31,902	33,136
39	JOB COACH/DEVELOPER WAREHOUSE LEAD	4,420.95	4,595.56	4,782.69	4,969.85	5,174.30	5,375.61	5,591.09	5,822.28
		25,505	26,513	27,592	28,672	29,852	31,013	32,256	33,590
40		4,477.56	4,652.17	4,844.02	5,034.35	5,235.63	5,446.38	5,666.57	5,885.18
		25,832	26,839	27,946	29,044	30,206	31,421	32,692	33,953
41	MAINTENANCE WORKER	4,531.06	4,715.06	4,900.65	5,097.24	5,298.55	5,521.88	5,732.63	5,968.53
		26,141	27,202	28,273	29,407	30,569	31,857	33,073	34,434
42	COMPUTER TECHNICIAN I PAYROLL TECHNICIAN BENEFITS/RISK MANAGEMENT TECHNICIAN	4,586.11	4,768.54	4,963.54	5,164.89	5,366.18	5,583.21	5,808.11	6,039.31
		26,458	27,511	28,636	29,797	30,959	32,211	33,508	34,842
43	LINKAGE SPECIALIST-EDUCATIONALLY RELATED HEALTH SERVICES	4,645.86	4,831.45	5,026.44	5,224.66	5,435.39	5,652.43	5,878.88	6,114.81
		26,803	27,874	28,999	30,142	31,358	32,610	33,917	35,278
44	MECHANIC	4,708.75	4,891.22	5,090.95	5,289.13	5,504.58	5,726.34	5,955.95	6,190.30
		27,166	28,219	29,371	30,514	31,757	33,037	34,361	35,713

Lake Elsinore Unified School District
2025/2026 Classified Salary Schedule

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
45	ACCOUNTING TECHNICIAN: ATTENDANCE/STUDENT SERVICES								
	FACILITIES ACCOUNTING TECHNICIAN	4,763.83	4,955.69	5,149.15	5,356.75	5,573.77	5,798.69	6,025.13	6,264.20
	MAINTENANCE SPECIALIST POOL TECHNICIAN								
	MAINTENANCE: HVAC ASSISTANT								
	STAGE TECHNICIAN								
		27,484	28,591	29,707	30,904	32,156	33,454	34,760	36,140
46	BUYER	4,820.42	5,020.19	5,213.63	5,427.51	5,646.11	5,871.00	6,103.79	6,347.57
		27,810	28,963	30,079	31,313	32,574	33,871	35,214	36,621
47	ACCOUNTING TECHNICIAN	4,883.37	5,081.53	5,273.41	5,491.99	5,716.90	5,941.81	6,173.01	6,429.32
	ACCOUNTING TECH: CATEGORICAL PROGRAMS								
		28,173	29,317	30,424	31,685	32,982	34,280	35,614	37,092
48		4,946.27	5,139.70	5,347.29	5,561.21	5,779.80	6,015.71	6,253.20	6,506.44
		28,536	29,652	30,850	32,084	33,345	34,706	36,076	37,537
49		5,006.03	5,201.05	5,419.64	5,631.99	5,855.32	6,088.06	6,336.56	6,589.76
		28,881	30,006	31,267	32,492	33,781	35,123	36,557	38,018
50	MAINTENANCE SPECIALIST PAINTER	5,072.08	5,262.38	5,485.70	5,701.17	5,929.22	6,161.97	6,421.47	6,669.98
	SENIOR MAINTENANCE WORKER								
		29,262	30,360	31,648	32,891	34,207	35,550	37,047	38,481
51		5,133.41	5,336.31	5,550.17	5,765.66	6,006.25	6,235.90	6,493.84	6,750.22
		29,616	30,786	32,020	33,263	34,651	35,976	37,464	38,944
52	DISTRICT STUDENT DATA TECHNICIAN	5,196.30	5,405.50	5,617.82	5,842.73	6,077.03	6,320.81	6,575.62	6,836.69
		29,979	31,186	32,411	33,708	35,060	36,466	37,936	39,442
53	LEAD MECHANIC	5,256.07	5,474.70	5,687.02	5,918.19	6,150.99	6,396.34	6,657.39	6,924.76
		30,323	31,585	32,810	34,143	35,486	36,902	38,408	39,951
54		5,328.43	5,542.34	5,759.35	5,996.84	6,226.47	6,487.55	6,737.63	7,006.53
		30,741	31,975	33,227	34,597	35,922	37,428	38,871	40,422
55		5,394.47	5,605.26	5,834.85	6,066.06	6,311.39	6,558.32	6,825.67	7,097.77
		31,122	32,338	33,663	34,997	36,412	37,836	39,379	40,949

Lake Elsinore Unified School District
2025/2026 Classified Salary Schedule

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
56		5,462.12	5,676.01	5,907.18	6,139.97	6,388.48	6,647.94	6,912.18	7,185.84
		31.512	32.746	34.080	35.423	36.857	38.354	39.878	41.457
57		5,534.45	5,745.21	5,977.96	6,220.18	6,468.67	6,723.44	6,997.10	7,275.48
		31.930	33.145	34.488	35.886	37.319	38.789	40.368	41.974
58	ACCOUNTANT	5,598.94	5,823.85	6,056.61	6,297.24	6,547.32	6,806.79	7,085.18	7,368.25
		32.302	33.599	34.942	36.330	37.773	39.270	40.876	42.509
59	MAINTENANCE SPECIALIST - LOCKSMITH, HVAC MAINTENANCE ELECTRICIAN & LOW VOLTAGE SYSTEMS SPECIALIST MAINTENANCE SPECIALIST - PLUMBER	5,671.29	5,891.48	6,132.12	6,374.29	6,629.09	6,896.45	7,174.82	7,461.07
		32.719	33.989	35.378	36.775	38.245	39.787	41.393	43.045
60	SENIOR ACCOUNTANT COMPUTER TECHNICIAN II	5,740.49	5,966.95	6,209.18	6,452.92	6,714.02	6,982.96	7,262.91	7,553.85
		33.118	34.425	35.822	37.228	38.735	40.286	41.901	43.580
61		5,814.41	6,039.31	6,286.21	6,534.73	6,797.35	7,071.02	7,354.11	7,646.65
		33.545	34.842	36.267	37.700	39.215	40.794	42.428	44.115
62		5,885.18	6,116.39	6,363.30	6,618.09	6,882.29	7,155.96	7,445.33	7,742.56
		33.953	35.287	36.711	38.181	39.706	41.284	42.954	44.669
63	MAINTENANCE SPECIALIST: HVAC LEAD	5,960.68	6,199.73	6,445.05	6,699.87	6,971.96	7,247.16	7,539.69	7,838.52
		34.389	35.768	37.183	38.653	40.223	41.811	43.498	45.222
64		6,031.45	6,268.94	6,522.16	6,783.21	7,056.86	7,339.98	7,630.92	7,939.16
		34.797	36.167	37.628	39.134	40.713	42.346	44.025	45.803
65	CERTIFIED SIGN LANGUAGE INTERPRETER TECHNOLOGY SUPPORT SPECIALIST	6,106.95	6,349.13	6,603.93	6,866.56	7,143.37	7,429.61	7,730.01	8,036.68
		35.232	36.630	38.100	39.615	41.212	42.863	44.596	46.365
66		6,168.01	6,412.62	6,669.97	6,935.22	7,214.80	7,503.91	7,807.31	8,117.05
		35.585	36.996	38.481	40.011	41.624	43.292	45.042	46.829
67		6,229.69	6,476.74	6,736.66	7,004.58	7,286.95	7,578.95	7,885.38	8,198.22
		35.941	37.366	38.865	40.411	42.040	43.725	45.493	47.297

Lake Elsinore Unified School District

2025/2026 Classified Salary Schedule

Row	Position Titles	Step 1 1st Year	Step 2 2nd Year	Step 3 3rd Year	Step 4 4th Year	Step 5 5th Year	Step 6 6th Year	Step 7 7th Year	Step 8 8th Year
68		6,291.99	6,541.51	6,804.03	7,074.62	7,359.82	7,654.74	7,964.23	8,280.21
		36,300	37,739	39,254	40,815	42,461	44,162	45,947	47,770
69		6,354.91	6,606.93	6,872.07	7,145.37	7,433.42	7,731.29	8,043.87	8,363.01
		36,663	38,117	39,647	41,223	42,885	44,604	46,407	48,248
70		6,418.46	6,673.00	6,940.79	7,216.82	7,507.76	7,808.60	8,124.31	8,446.64
		37,030	38,498	40,043	41,636	43,314	45,050	46,871	48,731
71		6,482.65	6,739.74	7,010.20	7,288.99	7,582.83	7,886.69	8,205.55	8,531.11
		37,400	38,883	40,443	42,052	43,747	45,500	47,340	49,218
72	Data and Applications Support Specialist	6,547.47	6,807.13	7,080.31	7,361.88	7,658.66	7,965.56	8,287.61	8,616.43
		37,774	39,272	40,848	42,472	44,185	45,955	47,813	49,710
73		6,612.94	6,875.20	7,151.11	7,435.50	7,735.24	8,045.22	8,370.48	8,702.59
		38,152	39,665	41,256	42,897	44,626	46,415	48,291	50,207
74		6,679.07	6,943.95	7,222.61	7,509.86	7,812.59	8,125.67	8,454.18	8,789.62
		38,533	40,061	41,669	43,326	45,073	46,879	48,774	50,709
75		6,745.85	7,013.39	7,294.84	7,584.96	7,890.72	8,206.93	8,538.73	8,877.52
		38,918	40,462	42,086	43,759	45,523	47,348	49,262	51,216
76		6,813.31	7,083.53	7,367.78	7,660.80	7,969.62	8,289.00	8,624.12	8,966.30
		39,308	40,867	42,506	44,197	45,979	47,821	49,755	51,729
77		6,881.44	7,154.36	7,441.46	7,737.41	8,049.32	8,371.89	8,710.36	9,055.96
		39,701	41,275	42,932	44,639	46,438	48,299	50,252	52,246
78	CREDENTIAL ANALYST	6,950.26	7,225.90	7,515.87	7,814.78	8,129.81	8,455.61	8,797.46	9,146.52
		40,098	41,688	43,361	45,085	46,903	48,782	50,755	52,768

* No job classifications are compensated in rows 1-7

Lake Elsinore Unified School District

2025/2026 Classified Salary Schedule Summer School 14%

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
8	FOOD SERVICE ASSISTANT	19.705	20.533	21.308	22.178	23.057	23.997	24.980	25.984
9		19.953	20.781	21.597	22.477	23.377	24.308	25.281	26.315
10	CHILD SUPERVISION ASSISTANT	20.233	21.050	21.877	22.777	23.697	24.608	25.611	26.655
11	CHILDCARE ASSISTANT PARAEDUCATOR I	20.502	21.297	22.135	23.036	23.966	24.949	25.911	26.956
12	FOOD SERVICE ASSISTANT COOK/BAKER	20.749	21.577	22.425	23.346	24.288	25.218	26.252	27.267
13		21.018	21.856	22.745	23.666	24.588	25.539	26.594	27.639
14		21.277	22.105	23.014	23.935	24.918	25.880	26.925	27.990
15	COMPUTER LAB ASSISTANT PARAEDUCATOR II: ASSIGNMENT, BILINGUAL, PRESCHOOL, SPECIAL ED. SENIOR FOOD SERVICE ASSISTANT	21.525	22.374	23.283	24.204	25.187	26.211	27.236	28.331
16	PARENT COORDINATOR - HEADSTART SOCIAL SERVICES COORDINATOR: ASSIGNMENT	21.836	22.684	23.625	24.567	25.518	26.511	27.607	28.704
17		22.064	22.994	23.915	24.867	25.850	26.894	27.938	29.076
18		22.331	23.263	24.184	25.156	26.170	27.214	28.290	29.448
19	CLERK I - ASSIGNMENT, RECEPTIONIST	22.653	23.583	24.535	25.477	26.490	27.566	28.673	29.832
20	JOB COACH LIBRARY/MEDIA ASSISTANT I	22.963	23.864	24.835	25.818	26.863	27.907	29.045	30.183
21		23.242	24.153	25.136	26.119	27.163	28.239	29.428	30.566
22	BOOKKEEPER: MIDDLE SCHOOL CLERK II - ASSIGNMENT, ATTENDANCE HS VAN DRIVER	23.552	24.504	25.436	26.459	27.514	28.621	29.748	30.990
23		23.842	24.804	25.736	26.832	27.876	29.014	30.142	31.342
24	ASST. SITE SUPERVISOR, HS/MS ASSISTANT STAGE TECHNICIAN COMMUNITY LIAISON CUSTODIAN I LIBRARY/MEDIA ASSISTANT II PROGRAM REPROGRAPHICS ASST	24.121	25.083	26.087	27.132	28.197	29.397	30.535	31.724

Lake Elsinore Unified School District

2025/2026 Classified Salary Schedule Summer School 14%

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
25	PARAEDUCATOR III - SPECIAL EDUCATION (PHYSICAL DISABILITIES)	24.463	25.394	26.429	27.493	28.580	29.728	30.959	32.148
26	CUSTODIAN: SPECIAL PROGRAMS	24.773	25.704	26.790	27.835	28.973	30.111	31.310	32.582
27	CAMPUS & STUDY HALL SUPERVISOR	25.053	26.066	27.101	28.166	29.314	30.462	31.693	32.965
28	BILINGUAL ASSESSMENT CLERK								
	CLERK III- ASSIGNMENT, ATTENDANCE ASST.								
	SARB CUSTODIAN II GROUNDWORKER LIBRARY/MEDIA ASSISTANT III	25.342	26.388	27.452	28.507	29.656	30.897	32.097	33.389
29	ACCOUNT CLERK HEALTH TECHNICIAN SECRETARY I	25.663	26.749	27.773	28.880	30.049	31.279	32.490	33.793
30	COUNSELING SECRETARY/MIDDLE SCHOOL	26.005	27.049	28.115	29.263	30.400	31.620	32.894	34.197
31	BUS DRIVER DELIVERY DRIVER - FOOD SERVICE, WAREHOUSE	26.345	27.391	28.456	29.614	30.804	32.035	33.318	34.600
32	ATTENDANCE TECHNICIAN								
	BOOKKEEPER: HIGH SCHOOL								
	CAREER CENTER TECHNICIAN								
	COUNSELING SECRETARY/HIGH SCHOOL COUNSELING TECHNICIAN INSTRUCTIONAL MATERIALS TECHNICIAN REGISTRAR SECRETARY II	26.708	27.721	28.828	30.007	31.187	32.459	33.752	35.086
33	DELEGATED BEHIND THE WHEEL TRAINER/BUS DRIVER TRIP AND ROUTING ASSISTANT/BUS DRIVER	27.008	28.073	29.210	30.349	31.548	32.831	34.156	35.520
34	BUS DRIVER/DISPATCHER SECRETARY III SENIOR PERSONNEL CLERK SITE KITCHEN SUPERVISOR	27.318	28.373	29.573	30.753	31.972	33.245	34.558	35.976
35	CUSTODIAN III WAREHOUSE PERSON	27.660	28.766	29.966	31.124	32.366	33.659	35.034	36.410

Lake Elsinore Unified School District

2025/2026 Classified Salary Schedule Summer School 14%

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
36	BILINGUAL TRANSLATOR/INTERPRETER CENTRAL KITCHEN LEAD IRRIGATION SPECIALIST SECRETARY IV	27.990	29.138	30.297	31.497	32.759	34.103	35.428	36.845
37		28.342	29.500	30.680	31.911	33.204	34.517	35.903	37.320
38	BUS DRIVER INSTRUCTOR PURCHASING TECHNICIAN REPROGRAPHICS LEAD OPERATOR SENIOR ACCOUNT CLERK SECRETARY IV - DISTRICT OFFICE	28.704	29.893	31.083	32.262	33.587	34.931	36.368	37.775
39	JOB COACH/DEVELOPER WAREHOUSE LEAD	29.076	30.225	31.455	32.686	34.031	35.355	36.772	38.293
40		29.448	30.596	31.858	33.110	34.435	35.820	37.269	38.706
41	MAINTENANCE WORKER	29.801	31.010	32.231	33.524	34.849	36.317	37.703	39.255
42	COMPUTER TECHNICIAN I PAYROLL TECHNICIAN BENEFITS/RISK MANAGEMENT TECHNICIAN	30.162	31.363	32.645	33.969	35.293	36.721	38.199	39.720
43	LINKAGE SPECIALIST-EDUCATIONALLY RELATED HEALTH SERVICES	30.555	31.776	33.059	34.362	35.748	37.175	38.665	40.217
44	MECHANIC	30.969	32.170	33.483	34.786	36.203	37.662	39.172	40.713
45	ACCOUNTING TECHNICIAN: ATTENDANCE/STUDENT SERVICES FACILITIES ACCOUNTING TECHNICIAN MAINTENANCE SPECIALIST POOL TECHNICIAN MAINTENANCE: HVAC ASSISTANT RISK MANAGEMENT TECHNICIAN STAGE TECHNICIAN	31.332	32.594	33.866	35.231	36.658	38.138	39.626	41.200
46	BUYER	31.703	33.018	34.290	35.697	37.134	38.613	40.144	41.748
47	ACCOUNTING TECHNICIAN ACCOUNTING TECH: CATEGORICAL PROGRAMS	32.117	33.421	34.683	36.121	37.599	39.079	40.600	42.285
48		32.531	33.803	35.169	36.576	38.013	39.565	41.127	42.792
49		32.924	34.207	35.644	37.041	38.510	40.040	41.675	43.341
50	MAINTENANCE SPECIALIST PAINTER SENIOR MAINTENANCE WORKER	33.359	34.610	36.079	37.496	38.996	40.527	42.234	43.868
51		33.762	35.096	36.503	37.920	39.502	41.013	42.709	44.396

Lake Elsinore Unified School District
2025/2026 Classified Salary Schedule Summer School 14%

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
52	DISTRICT STUDENT DATA TECHNICIAN	34.176	35.552	36.949	38.427	39.968	41.571	43.247	44.964
53	LEAD MECHANIC	34.568	36.007	37.403	38.923	40.454	42.068	43.785	45.544
54		35.045	36.452	37.879	39.441	40.951	42.668	44.313	46.081
55		35.479	36.865	38.376	39.897	41.510	43.133	44.892	46.682
56		35.924	37.330	38.851	40.382	42.017	43.724	45.461	47.261
57		36.400	37.785	39.316	40.910	42.544	44.219	46.020	47.850
58	ACCOUNTANT	36.824	38.303	39.834	41.416	43.061	44.768	46.599	48.460
59	MAINTENANCE SPECIALIST - LOCKSMITH, HVAC MAINTENANCE ELECTRICIAN & LOW VOLTAGE SYSTEMS SPECIALIST MAINTENANCE SPECIALIST - PLUMBER	37.300	38.747	40.331	41.924	43.599	45.357	47.188	49.071
60	SENIOR ACCOUNTANT COMPUTER TECHNICIAN II	37.755	39.245	40.837	42.440	44.158	45.926	47.767	49.681
61		38.241	39.720	41.344	42.978	44.705	46.505	48.368	50.291
62		38.706	40.227	41.851	43.526	45.265	47.064	48.968	50.923
63	MAINTENANCE SPECIALIST: HVAC LEAD	39.203	40.776	42.389	44.064	45.854	47.665	49.588	51.553
64		39.669	41.230	42.896	44.613	46.413	48.274	50.189	52.215
65	CERTIFIED SIGN LANGUAGE INTERPRETER TECHNOLOGY SUPPORT SPECIALIST	40.164	41.758	43.434	45.161	46.982	48.864	50.839	52.856
66		40.567	42.175	43.868	45.613	47.451	49.353	51.348	53.385
67		40.973	42.597	44.306	46.069	47.926	49.847	51.862	53.919
68		41.382	43.022	44.750	46.529	48.406	50.345	52.380	54.458
69		41.796	43.453	45.198	46.994	48.889	50.849	52.904	55.003
70		42.214	43.888	45.649	47.465	49.378	51.357	53.433	55.553
71		42.636	44.327	46.105	47.939	49.872	51.870	53.968	56.109
72	Data and Applications Support Specialist	43.062	44.770	46.567	48.418	50.371	52.389	54.507	56.669
73		43.493	45.218	47.032	48.903	50.874	52.913	55.052	57.236
74		43.928	45.670	47.503	49.392	51.383	53.442	55.602	57.808
75		44.367	46.127	47.978	49.885	51.896	53.977	56.159	58.386

Lake Elsinore Unified School District
2025/2026 Classified Salary Schedule Summer School 14%

Row	POSITION TITLES	STEP 1 1ST YEAR	STEP 2 2ND YEAR	STEP 3 3RD YEAR	STEP 4 4TH YEAR	STEP 5 5TH YEAR	STEP 6 6TH YEAR	STEP 7 7TH YEAR	STEP 8 8TH YEAR
76		44,811	46,588	48,457	50,385	52,416	54,516	56,721	58,971
77		45,259	47,054	48,942	50,888	52,939	55,061	57,287	59,560
78	CREDENTIAL ANALYST	45,712	47,524	49,432	51,397	53,469	55,611	57,861	60,156

* No job classifications are compensated in rows 1-7

LAKE ELSINORE UNIFIED SCHOOL DISTRICT PERFORMANCE APPRAISAL: CLASSIFIED EMPLOYEES

Name of Employee _____ Job Classification _____

Department/Worksite _____ Evaluation Period: From _____ To: _____ Date of Evaluation _____

Probationary Employee	☐	30 Day Evaluation	☐	75 Day Evaluation	☐	120 Day Evaluation	☐
Probationary Promotional / Downward Transfer:	☐		☐	20 Day Evaluation	☐	45 Day Evaluation	☐
Permanent Employee	☐	Annual Evaluation	☐	Special Evaluation	☐		

INSTRUCTIONS TO EVALUATOR: For the performance factors listed below, indicate your evaluation of the employee based on the scale below by placing the appropriate evaluation symbols in the boxes provided (See Appendix E-3 for clarification if necessary). A "Needs Improvement" rating must be accompanied by specific written suggestions to improve performance. Specific written reasons must be given for "Unsatisfactory" ratings.

Scale: E = Exceeds job requirements M = Meets job requirements N = Needs Improvement U = Unsatisfactory NA = Not Applicable

1. M **Quality of work:** Performs work assignments with accuracy and thoroughness. Displays initiative and requires a minimum of supervision in completing and organizing tasks.
Comments: _____
2. M **Quantity of work:** Volume of work consistently meets or exceeds standards; consistently meets established deadlines for completion of tasks; does not waste time in completing assigned work.
Comments: _____
3. M **Job knowledge:** Possesses and maintains required minimum qualifications and skills; displays and applies expertise in assigned areas of responsibility; keeps abreast of new techniques and seeks to improve skills through training opportunities.
Comments: _____
4. M **Attendance:** Is punctual and regular in attendance and observance of work hours; complies with District absence procedures and policies for authorized leaves of absence.
Comments: _____
5. M **Work habits:** Accepts and follows through on job responsibilities; plans and organizes work well; complies with Board policies, rules and regulations, health and safety practices, and written and oral instructions; properly uses and cares for supplies and equipment.
Comments: _____
6. M **Relationships with students, public and all personnel:** Works cooperatively, courteously and tactfully with those contacted in the performance of assignments; assists others and maintains effective public relations.
Comments: _____
7. M **Personal qualities:** Maintains professional appearance appropriate to work assignment; displays positive attitude and composure under stress; makes and accepts constructive suggestions for work improvements and is flexible in changing work assignments/requirements.
Comments: _____
8. N/A **Supervisory abilities** (if applicable): Is fair and impartial; demonstrates effective leadership, decision making, training and instruction of subordinates, and planning; effectively assigns, praises, disciplines and evaluates personnel, and satisfactorily completes work assigned.
Comments: _____
9. M **Overall job performance:** If overall performance rating is "U" (unsatisfactory), or "N" (needs improvement), complete and attach the performance appraisal supplement.

Recommended for permanent status: Yes ☐ No ☐ Not Applicable ☐

Signature of Evaluator: _____ Print Name: _____ Date: _____

In signing below, I understand the following: 1) My supervisor has reviewed and discussed this evaluation with me; 2) This evaluation and attachments (if any) will be placed in my personnel file; 3) I have received a copy of this evaluation and attachments; and 4) I am aware that I may, within ten (10) working days, write a rebuttal, and have it attached to the evaluation.

Signature of Employee: _____ Date: _____

Distribution: Original: Personnel Services Department CC: Employee, Principal / Supervisor

PERFORMANCE APPRAISAL SUPPLEMENT

Print Form

SECTION A RECORD JOB STRENGTHS AND
SPECIFIC WORK DEFICIENCIES

SECTION B RECORD SPECIFIC GOALS
IMPROVEMENT PERFORMANCE
PROGRAMS TO BE UNDERTAKEN
DURING NEXT EVALUATION PERIOD
AND RECORD PROGRESS ACHIEVED
IN ATTAINING PREVIOUSLY SET
GOALS FOR IMPROVED WORK
PERFORMANCE

JOB FACTOR # (REFER TO EVALUATION FORM)

(DUPLICATE AS NEEDED)

DEFINITION OF EVALUATION SYMBOLS

E = EXCEEDS JOB REQUIREMENTS

When an evaluator rates an employee's work performance using this symbol on an individual job factor, he/she is indicating that the employee's work clearly and consistently exceeds the performance factors listed.

M = MEETS JOB REQUIREMENTS

When an evaluator rates an employee's work performance using this symbol on an individual job factor, he/she is indicating that the employee satisfactorily meets performance factors as listed.

N = NEEDS IMPROVEMENT

When an evaluator rates an employee's work performance using this symbol on an individual job factor, he/she is indicating that the employee's work must improve in order to satisfactorily meet the performance factors. This rating is **not** to be construed as a notice of unsatisfactory service nor as a disciplinary action. Specific written suggestions to improve performance will be included by the evaluator.

U = UNSATISFACTORY

When an evaluator rates an employee's work using this symbol on an individual job factor, he/she is indicating that the employee consistently is not meeting the performance factor(s) as listed. Specific written suggestions to improve performance will be included by the evaluator.

1

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM – GRIEVANT
LEVELS II, III, OR IV**

A “grievance” is a formal written allegation by the grievant that he/she has been adversely affected by a violation of the specific provisions of the Agreement. Attach copies of previous levels and responses.

Level:* _____ To: * _____ Date: _____

From: _____ Site: _____ Employee Rep: _____
Employee Name If Applicable

Date of the Informal Conference: _____

Date Written Grievance was Filed (Level II) or Filed (Level III): _____

Name of Administrator Issuing Proposed Resolution: _____

What was the Proposed Resolution? (For Levels III or IV, attach written response from previous level.)

Why was the Proposed Resolution not Acceptable:

Remedy being Sought:

Employee or CSEA Representative Signature and Date:

Distribution: Grievance File Employee Employee Representative Superintendent Employee Receipt

****Use this form for Levels II Immediate Supervisor, III Next Level of Supervision and IV Superintendent***

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM – GRIEVANT**

Level: V To: Superintendent/Designee Date:

In accordance with Article 6.6, please request from the State Mediation and Conciliation Service a mediator to hear this matter. Copies of all previous levels and responses are attached.

Employee or CSEA Representative Signature and Date:

Level: VI To: Board of Trustees/Superintendent Date:

In accordance with Article 6.7, I am appealing the decision rendered regarding the attached grievance to the Board of Trustees. Copies of all previous levels and responses are attached.

Employee or CSEA Representative Signature and Date:

Level: VII To: Binding Arbitration/Superintendent Date:

In accordance with Article 6.8, I am requesting the attached grievance be submitted to binding arbitration.

Employee or CSEA Representative Signature and Date:

Distribution: Grievance File Employee Employee Representative Superintendent Employee Receipt

REQUEST FOR PROFESSIONAL DEVELOPMENT

Name: _____

Description of Professional Development Training: _____

Date(s): _____ Location: _____

Cost(s)*: _____

Describe how this training will help you maintain or develop job-related skills: _____

What will you submit for reimbursement that gives evidence of successful completion? _____

Signature

Date

*Refer to appropriate article of current CSEA Contract for reimbursable costs.

Date Received

CALCULATION OF VACATION ACCRUAL

The instructions on this page may be used to calculate the number of hours or days of vacation earned based upon hours worked per day. In order to calculate vacation days/hours, you must use three facts: 1) the number of hours you work per day; 2) the number of months you work per year; and 3) the number of months/years you have worked for the District.

First: Step: Read the chart below to locate a vacation factor of 1.0 vacation, 1.25 vacation, 1.50 vacation, 1.67 vacation or 1.75 vacation.

If you have worked for the District	Your vacation factor is:
1 month to 5 years	1.00 vacation
6 years to 7 years	1.25 vacation
8 years to 9 years	1.50 vacation
10 years to 15 years	1.67 vacation
16 years or more	1.75 vacation

Second Step: Multiply the vacation factor times the number of hours you work per day.

Third Step: Multiply the result of the second step times the number of months you work per year. The product will be hours of vacation to be earned.

EXAMPLE

An employee has worked for the District eight (8) years at six (6) hours per day, *9.5 months per year; earned vacation per year is calculated according to the following steps:

First step: 8 years of service is equal to a 1.50 vacation factor

Second step: (vacation factor) X (hours per day) = (vacation hours per month)

$$(1.50) \times (6) = (9)$$

Third step: (months per year) X (vacation hours earned per month) = (hours per year)

$$(9.5) \times (9) = (85.5 \text{ hours})$$

-OR-

$$(85.5) \div (6) = (14.25 \text{ days})$$

*Refer to Appendix C to obtain months worked per year.

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REQUEST FOR ABSENCE DUE TO BEREAVEMENT LEAVE (CLASSIFIED)

Employee Name: _____

Date(s) of Absence: 1) _____
 2) _____
 3) _____
 4) _____
 5) _____

Bereavement Relationship**: _____

****CSEA Contract Article 10.2 – Bereavement**

Bargaining unit members shall be granted a leave with full pay in the event of the death of any member of the bargaining unit member's immediate family. The leave shall be for a period of five (5) days in the event of death for any of the following immediate family members: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any person living in the immediate household of the bargaining unit member. The leave shall be for three (3) days in the event of death for any of the following family members: aunts, uncles, nieces, nephews, and first cousins. No deduction shall be made from the salary of bargaining unit members taking Bereavement Leave nor shall such leave be deducted from other leave granted by this article. Unit members shall complete a form stating the family relationship. The Request for Bereavement Leave form shall be placed in the Appendix (see Appendix J).

10.2.1

Bereavement Leave does not need to be taken all at one time but shall be completed during the six months after the death of the person for whom the leave is being taken. The Superintendent/designee in collaboration with CSEA may extend the timeline of completion of the bereavement leave.

Documentation of the death shall be provided to the employer and shall be submitted within thirty (30) work days of the first day of bereavement leave, sixty (60) work days if the death occurs in another country. Documentation may consist of a death certificate, obituary, or written verification of death, burial or memorial service from the mortuary, funeral home, burial society, crematorium, religious institution or government agency. Other forms of documentation may be considered in collaboration with Personnel Support Services and CSEA.

I certify that this request meets the requirements for use of Bereavement Leave as defined by Article 10.2 and 10.2.1 of the Collective Bargaining Agreement between the District and the Lake Elsinore CSEA Chapter #598.

Employee Signature

Date

School/Work Site

**CLASSIFIED REQUEST FOR ABSENCE DUE TO PERSONAL NECESSITY**

NAME: _____ Date(s) of Absence: _____

Classified: _____ Total Hours Absent: _____ (Not to exceed annual sick leave accrual)

I request personal necessity leave in advance as required by Board Policy. The reason for my absence is due to: (**Circle one letter below**)

- A. Death of a member of employee's immediate family when leave is required beyond that provided by bereavement leave as stated in Education Code (advance permission shall not be required).
- B. Accident involving employee's property or the person or property of any other member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard and require the attention of the employee during his assigned hours of service (advance permission shall not be required).
- C. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. The employee must return to work in cases where it is not necessary for him to be absent the entire day. Each date of necessary attendance under such order, other than the date specified in the subpoena, shall be certified to by the clerk or other authorized officer of a court or other official of a body with jurisdiction. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District.
- D. Illness of a member of the employee's immediate family (as defined), serious in nature, which under circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his assigned hours of service (advance permission shall not be required).
- E. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.
- F. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his assigned hours of service.
- G. When the employee is unable to get to work as a result of an emergency which creates a hazardous driving condition between the employee's home and place of work.
- H. Personal Business – The amount of an employee's Annual Accrual of Personal Necessity leave per fiscal year may be classified as Personal Business and not require any explanation as to how it will be used. The unit member shall give the District twenty-four (24) hours advance notice when possible to use such leave.

Personal Necessity Leave is not authorized for business related to an auxiliary income, extension of a holiday or vacation or for any other unlawful purpose.

I certify this request meets the requirements for use of earned days of absence within the limits defined by Board Policy and Administrative Regulations.

Employee Signature _____ Date _____

Supervisor's Signature _____ Date _____

NOTE TO EMPLOYEE: Submit your request as far in advance as possible but no later than 24 hours in advance of your absence. Employee signature on this form following emergency personal necessity leave authorized under Board Policy 4261. Sections 1A, 1B, 1D, 1F or 1G certifies the fulfillment of Policy requirements for all use of personal necessity leave. **In addition to filing this request, all employees are required to call in their absence.**

Distribution: District Office Payroll Department and Copy attached to Monthly Attendance Summary

7/2/25

FILLING OF VACANCIES

APPLICANT SCREENING FORM INSTRUCTIONS

Please print position title for which you are screening and the date of the screening. Under the column heading for “applicant name”, please print the last name first in alphabetical or random order.

EDUCATION

Educational background may be rated from 0 to 3 points. Zero (0) points are awarded if the applicant has not achieved high school diploma; one (1) point is awarded if the applicant has completed high school or GED or other appropriate equivalency; two (2) points may be awarded if an applicant has achieved an associate or two-year degree or certificate program directly related to the position for which they are applying; three (3) points are awarded for a four-year university or college degree.

EXPERIENCE

Experience points are awarded on the basis of years or fractions of years of experience in a field or job directly related to the position to which the applicant is applying. For example, if the applicant is applying for a custodial position and his/her papers reflect six (6) years of experience in the custodial field, you would award six (6) points (years) for experience. Experience points may also be awarded for a field that is similar or directly related to the position for which the applicant is applying.

JOB DESCRIPTION

From 1 to 5 points may be awarded on the basis of the candidate’s qualifications in relation to the published job description. This rating category is perhaps the most difficult and requires a thorough knowledge of both the published job description and the candidate’s qualifications. The individual who is screening must ask the question: To what extent do the candidate’s qualifications match the published job description? One (1) point awarded in the category would indicate a very weak relationship between the published job description and the candidate’s qualifications, while a rating of five (5) would indicate a strong relationship between the published job description and the candidate’s qualifications.

SPECIAL NEEDS

From 1 to 5 points may be awarded based upon the specific needs of the position for which the candidate is applying and the candidate’s qualifications. For example, if the position for which the applicant is applying will require knowledge of computer software applications in word

processing, spreadsheets or database programs, and the applicant's file reflects a specialized knowledge of computer software applications, you may award points on the basis of meeting this special position need.

RESUMÉ

From 1 to 5 points may be awarded on the basis of a candidate's resumé and related papers. Points may be awarded on the basis of positive letters of recommendation from previous supervisors, special awards or commendations, or any other information that reflects complete and detailed information matching job specifications for the position for which the candidate is applying.

TOTAL/RANK

Sum the number of points awarded in each category to arrive at a total for each candidate. When you have completed screening all files, please rank the candidates according to the points awarded. A rank of one (1) would reflect the greatest number of points for all candidates screened. A rank of two (2) would reflect the second greatest point total for all candidates screened. If point totals are identical for two or more candidates, their rank should be identical.

TEST RESULTS

If a test has been administered, results will be provided by the Personnel Services Office. If a minimum passing score has been established, some applications may be eliminated from the process for failure to achieve the minimum passing standard. In general, test results above a minimum standard are to be considered as qualifications along with education, experience and other information provided by the applicant.

COMMENTS

Please include any comments you may feel are relevant to the candidate's qualifications for the position for which he/she is applying. Your comments may include positive statements about a candidate's qualifications, or concerns relating to length of service in prior positions or breaks in service, special qualifications, or other information you feel is relevant to the candidate's standing.

COMPLETING THE SCREENING FORM

Please indicate the number of applicants to be interviewed at the lower portion of the applicant screening form. Sign and date the applicant screening form and return the form to Personnel Services. Please feel free to contact Personnel Services in the event you require assistance in

using the form to screen applicant files. We would welcome any comments or suggestions for revision in order to ensure that our applicant screening process is effective in selecting the best possible candidates.

SCRIBE'S WAIVER

In the case of any inadvertent omission or commission by the scribe of this contract, the original signed agreement shall prevail.

Date Received by PSS:
Date Supervisory Comments Received:
Date Reviewed by Reclassification Committee:
Date Completed:

LAKE ELSINORE UNIFIED SCHOOL DISTRICT
POSITION RECLASSIFICATION REQUEST
ATTN: PERSONNEL SUPPORT SERVICES – RECLASSIFICATION COMMITTEE
BARGAINING UNIT MEMBERS SHALL ONLY SUBMIT A RECLASSIFICATION REQUEST ONCE PER FISCAL YEAR

This form is designed to assist you in describing your position. Please fill out this form completely. If a question does not apply to your position, please write "N/A" for that item.

Employee Name _____ Date _____

Phone: Home: _____ Cell: _____ Work: _____

Name of Person making request if other than the unit member: _____

Current Title/Position _____ Current Location/Dept. _____

Current Work Year: _____ Days _____ 10 mo _____ 11 mo _____ 12 mo

Supervisor _____

Length of time in current position _____ District Hire Date: _____

POSITION RECLASSIFICATION WORKSHEET <u>This questionnaire must be hand delivered to Personnel Support Services</u>

1. Desired Position / Classification _____
2. If you believe you are working out-of-class, list the specific duties/responsibilities that you feel are the cause:

3. The bargaining unit member must review and compare his/her current job description and the job description of the desired position.
4. Please attach additional pages with any important factors, information and rationale to support this request, if needed.
5. Complete the Reclassification Request Form, attaching all appropriate documentation.
6. Submit the completed forms to the District Office Receptionist in Building A.
7. Deadlines for submission are from the first working day in September through the last working day in September.
8. The bargaining unit member will be interviewed by the Reclassification Committee.

All questions must be answered for final consideration of the request.

1. In your own words, describe your duties. List them in order of importance.
 - Estimate the amount of your working time spent on each duty.
 - Use percentage or number of hours or days.
 - Indicate when a specific duty is only performed during a certain period of the year.
 - If each duty was “assigned” by your supervisor or by your job description at the time you started (S) in this position, check the (S) column. If the duty was added at a later date by your supervisor, check the (ADDS) column. If you assumed the duty on your own and it was not specifically assigned by your supervisor or by your job description, check the (OWN) column for that duty.

Example: **S** Assigned by Supervisor or by job description when you started in the position

ADDS Added by Supervisor after you started in the position

OWN Added or assumed on your own

LIST DUTIES IN ORDER OF IMPORTANCE	S	ADDS	OWN	% or time
I enter data into various software programs.	X			10 % of time
I create spreadsheets to track specific data.		X		2 hours per day
I create new forms for other personnel within the office to utilize.			X	2 hours per year

LIST DUTIES IN ORDER OF IMPORTANCE	S	ADDS	OWN	% or time

Attach additional pages if necessary
Percentage should equal 100% or total of Work Day Hours

2. Why do you consider the first duty listed as your most important duty?

3. Please comment as to why you added duties that you marked as ADDS on the previous page.

4. Please comment as to why you added duties that you marked as OWN on the previous page.

5. A) Which of your duties do you think requires the greatest knowledge or skill?

B) How did you acquire this knowledge or skill?

6. How do these additional duties impact your overall responsibility and authority?

7. Describe how these additional duties affect the qualifications (knowledge, abilities, education, experience, licenses and certifications) required for your classification.

8. What personal contacts with employees outside your area of assignment or with the public are required by your job? What is the purpose for these contacts?

9. What special machines or special equipment are you required to operate as a normal part of your duties?

List of Equipment, Tools, & Materials		Occasionally, Infrequently, Daily, Weekly, Monthly, Annually
1		
2		
3		
4		
5		
6		

Attach additional pages if necessary

10. During the past two years, what duties have been removed from your position? Please explain.

11. List other changes that have taken place in your position, such as the level of supervision received, policy or procedural changes, new tools or equipment, new processes, etc.

12. Do you decide how the work in your job will be done and in what priority different tasks will be done? _____ If Yes, explain how you do this.

13. Explain how your immediate supervisor helps you, instructs you and checks your work.

14. What kinds of decisions do you make without conferring with your immediate supervisor?

15. Do you function in a lead capacity?_____ If yes, answer questions 16 – 27.

If no, answer only questions 23 – 27.

16. I lead these employees: (Name, Title)

17. Do you assign the work to employees? _____
If yes, how?

18. Do you prioritize the tasks to be performed by employees? _____
If yes, how?

19. Do you participate in the selection of employees? _____
If yes, how?

20. Do you participate in the training of employees? _____
If yes, how?

21. Do you participate in the evaluation of employees? _____
If so, how?

22. Do you follow-up on areas of employee training that require improvement?
If yes, how?

23. How long have your duties and responsibilities been substantial as you have described them here?

24. How do these additional duties impact your overall responsibility and authority?

25. Have you ever requested that your position be studied for reclassification? _____

If yes, when? _____

Why was no action taken at that time?

26. What new classification (position title) are you proposing, if any?

27. Please list all the reasons you believe your position should be reclassified.

Print your Name_____

Signature_____

Date _____

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

CLASSIFIED OUT OF CLASS REQUEST FORM

The Collective Bargaining Agreement with CSEA Chapter 598 and Education Code Section 45110 specify that salaries shall be adjust upward when classified employees are required to perform duties inconsistent with their assigned position.

Employee Information

Employee Name: _____ Site: _____

Present Classification: _____

Employee requests to work for: _____ Start Date: _____

Higher Classification: _____

(for which duties were assumed)

Justification: Please provide a brief detail of the circumstances that led to this request and description of duties that are to be performed. Please attach an additional sheet if necessary:

THIS FORM MUST BE SUBMITTED TO YOUR IMMEDIATE SUPERVISOR

.....

Date Received by Immediate Supervisor: _____

Date Meeting Held with Employee: _____ (Must be held within five (5) days of receipt)

Date Written of Written Response: _____ (Must be within (5) days of meeting)

Out of Class Approved _____

Out of Class Denied _____

***If out of class is approved, the supervisor shall initiate a Personnel Action Request
and attach this Out of Class Request Form***

Days Employee Worked Out of Classification

Total Days Out of Classification	Start Date	End Date	# of Days
Budget Account String			

Distribution: Employee Employee Representative Payroll