AGREEMENT

between

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
San Luis Obispo, Chapter #89

July 1, 2026-June 30, 2028

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AGREEMENT

THIS AGREEMENT was tentatively made on the 27th day of May 2026, and adopted by the Board of Education on the 16th day of June 2026, by and between SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT, San Luis Obispo, California, hereinafter referred to as the "District," and CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION San Luis Obispo Chapter #89, hereinafter referred to as the "Association."

ARTICLE I - RECOGNITION

Pursuant to the Representation Election Agreement dated January 7, 1977, and changes in Classifications through additions and reclassification procedures, the District recognizes the Association as the exclusive representative for probationary and permanent classified employees in the following occupational groups:

Clerical
Fiscal
Information Technology
Instructional (not credentialed by the California Commission on Teacher Credentialing)
Security

For a list of specific job titles (i.e. classifications), refer to the CSEA salary schedule.

EXCLUDED:
All certificated employees
All employees in the SEIU bargaining unit
Limited term employees
Playground/Campus Supervisors (except when a bargaining unit member is assigned this additional duty)
Student workers
Management and Supervisory employees
Confidential employees
Hourly only employees (Translators, Child care aides, etc.)

The appropriate unit placement of any newly created classifications in the classified service shall be discussed between the parties hereto, and if no Agreement is reached, the dispute shall be submitted to PERB proceedings rather than to grievance procedures of this Agreement. Any other adjustments to the unit composition shall be made only upon mutual written agreement, and this Article shall not be subject to the grievance procedures of this Agreement.

ARTICLE II - RETAINED RIGHTS

A. All matters which are not specifically enumerated as within the scope of negotiations in Government Code 3543.2, or which are not limited by the express terms of other articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

1. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;

2. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget, the budget formation process, accounting methods, fiscal and budget controls policies and procedures, and all budgetary allocations, reserves, and expenditures;

3. The acquisition, disposition, number, location, types and utilizations of all District properties and equipment, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

4. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance and repair services;

5. The utilization from time to time of personnel not covered by this Agreement, including but not limited to consultants, and personnel occupying positions listed as "Excluded" in Article I of this Agreement, and the methods of selection and assignment of such personnel;

6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, student discipline, transportation, food services, extracurricular and co-curricular activities, and emergency situations; and the substantive and procedural rights and obligations of students, parents, teachers, and the public with respect to such matters;

7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; the creation and abolition of positions; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location (subject to Article VIII, Transfers) and also to any facilities, classrooms, functions, activities, departments, tasks or equipment; staffing levels, work loads, and the number of employees; and the determination as to whether, when and where there is a job opening;

8. The decision to create new job classifications and/or staffing levels;

9. The standards of performance for all unit members; and whether any unit member adequately performs such duties and meets such standards;

10. The dates, times and hours of operation of District facilities, functions, and activities (subject to Article VII, Hours of Employment); work schedules; and school calendar; the assignment of paid duty days beyond the regular assigned duty year; the assignment of overtime;

11. Safety and security measures for employees, students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters;

12. The rules, regulations and policies for all employees, students and the public, subject only to clear and explicit limitations contained in this Agreement;

13. The administration of all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans; and

14. The retirement of unit members for age or disability.

B. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District even though not enumerated above, and the express provisions of this Agreement constitute the only contractual limitations upon the District's rights. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

C. It is not the intention of the parties, in setting forth the above-mentioned rights of the District, to detract or diminish in any way the rights of the Association or of unit members as expressly set forth elsewhere in this Agreement; and if there is a direct conflict between the above-mentioned District rights and the express terms of another Article of this Agreement, the language of the latter shall prevail.

D. The above-mentioned reserved rights of the District shall be deemed to include the right of the Personnel Commission to establish lawful rules and regulations applicable to unit members. However, in the event of a direct conflict between such rules or regulations and the express terms of this Agreement, the latter shall prevail.

E. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth hereinabove, or any other rights of the District not expressly limited by the clear and explicit language of this Agreement, or arising out of or in any way connected with the effects of the exercise of any such rights, is not subject to the grievance provisions set forth in Article V, unless the grievance in question is a complaint that the District has violated an express provision of some other Article of this Agreement, which Article is itself subject to the grievance procedure.

ARTICLE III - ASSOCIATION RIGHTS

The Association shall have the following rights:

A. The right of access for its representatives to contact unit members at work sites, provided that they announce their presence to the site administrator and do not interfere in any way with normal duties. Normally contacts with unit members will be limited to non-working times such as breaks;

B. The right to use without charge District bulletin board space allocated to the Association, mailboxes, and the District mail system, including e-mail, for the communication of Association business, such as agendas, minutes, training flyers, etc.;

C. The right to use institutional facilities at reasonable non-working times for the purpose of meetings, subject to the provisions of the Civic Center Act, provided that there shall be no charge for regular business meetings of the Chapter; and the right to receive copying services from the District, at the convenience of the District and for a reasonable charge;

D. The right to review any unit member's personnel files and any other records available to the unit member which are not otherwise privileged, when accompanied by the unit member or on presentation of a written authorization signed by the unit member;

E. The right to be supplied with a list of unit members by name, classification and location of work as of the effective date of the Agreement; and the District shall furnish the Association with a copy of any seniority lists which it maintains or which it develops;

F. The right to receive one copy of the Board Agenda for each Association officer; which traditionally includes all non-confidential budgetary data received by the Board;

G. The right to review at reasonable times any non-confidential, non-privileged material in the possession of the District which is reasonably necessary for the Association to fulfill its role as exclusive bargaining representative;

H. The right to release time for unit members who are officers of the Association, in order to attend meetings, conventions, grievance resolution meetings with the District, and other necessary Association business apart from negotiation meetings, such time to be limited to an aggregate of 150 hours per fiscal year. Additionally, the Negotiations Team has the right of up to 210 hours of release time necessary to prepare for negotiation meetings with the District;

I. The right to consult with the District with respect to the appointment of unit members to committees rendering advice to the District; and

The District Superintendent and the Chapter President shall each appoint an agreed upon number of members to a Collaborative Resolution Team (CRT) to address District-wide policy or practice issues of concern. CRT meetings may be calendared monthly on an annual basis so that meetings are scheduled in advance to address District-wide policy or practice issues of concern as they arise. The CRT shall meet promptly when meetings are requested. The District Superintendent and the Chapter President shall determine if the meetings are, in fact, needed, as well as the CRT composition, the number of people to attend the CRT meetings, and the content of the meetings. The purpose of the CRT is to address issues of District-wide policy or practice on a proactive basis.

J. The District shall offer to furnish each unit member with a paper copy of this Agreement, if requested. The District shall post the Agreement on the District website and update the Agreement as changes are made.

The District shall notify members whenever the agreement is updated and provide the link to the posted copy.

K. The Association will have the opportunity to present at professional development, or various work group meetings, for not more than 15 minutes.

L. AB119

1. District Notice to CSEA of New Hires

   a. The District shall provide CSEA notice of any newly hired employee, monthly, as specified in section 2. Section 1.a withstanding, The District shall adhere to the provisions outlined in the AB119 MOU language (Memorandum of Understanding: AB119 Agreement, signed 5/29/2018), unless otherwise negotiated in compliance with that MOU. That MOU shall remain in full force and effect from the date this MOU is signed, through June 30, 2022 and shall remain in effect until the negotiation of a new AB119 MOU is completed.

2. Employee Information

   a. "Newly hired employee" or "new hire" means any employee, whether full time or part time, hired by the District, whose current position has placed them in the bargaining unit represented by CSEA.

   b. The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field 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. Home Street address (incl. Apartment #)
      ix. City
      x. State
      xi. Zip Code (5 or 9 digits)
      xii. Home telephone number (10 digits);
      xiii. Personal cellular telephone number (10 digits);
      xiv. Personal email address of the employee;
      xv. Hire date.

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

   c. 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 each calendar month. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service and shall 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. Home Street address (incl. Apartment #)
ix. City
x. State
xi. Zip Code (5 or 9 digits)
xii. Home telephone number (10 digits);
xiii. Personal cellular telephone number (10 digits);
xiv. Personal email address of the employee;
xv. Hire date.

3. New Employee Orientation

a. The District shall provide CSEA mandatory access to its annual new employee orientation, which shall occur in the same location, and during the same hours as the new employee orientation itself, and shall occur on paid time to the employees. CSEA shall receive not less than ten (10) work days' notice in advance of the orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. The CSEA Labor Relations Representative may also attend the orientation session.

i. The District will schedule a group orientation for newly hired CSEA employees once a month, at two separate locations (one at a SLO-based worksite and one at a coast-based worksite), during late start Monday from 8:30 am – 9:00 am. An annual schedule will be provided to the CSEA President or designee during the summer. The District will encourage attendance and clearly communicate that those employees not scheduled to work at this time will be paid for thirty (30) minutes to attend.

CSEA shall have one (1) hour of paid release time plus travel time for two (2) CSEA representatives, one at each location, the Chapter President or designee, to plan, conduct, and answer questions at the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation sessions. CSEA is ultimately responsible for the organization and content of these orientations. SLCUSD and Human Resources supports room reservations, if necessary, and will send general notices to new staff and site/department managers.

b. The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

M. When the District Technology Committee is created, CSEA shall have appointed representation in the meetings and discussions. The District will follow the guidelines for the use of artificial intelligence as outlined in the SLCUSD Board Policy 0441.

ARTICLE IV - WORK STOPPAGE

A. Apart from and in addition to existing legal restrictions upon work stoppages, the Association hereby agrees that neither it nor its officers, agents, or representatives, or the unit members, or persons acting in concert with any of them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the grievance provisions of Article V, disputes which are specifically not subject to the grievance provisions of Article V, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair employment practices, disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike, walkout, slowdown or work stoppage or threat thereof, the Association and its officers will do everything reasonably within their power to end or avert the same.

B. Upon the Association's violation of Paragraph A, and in addition to the District's rights to judicial relief in the form of injunctions and damages, the District may suspend or terminate this Agreement upon written notice to the Association to such effect, following which the District shall have the right unilaterally to effectuate, without prior notification to or discussion with the Association such changes in wages, hours, and terms and conditions of employment of unit members covered hereby as are, in the sole judgment of the District, necessary and proper in order to restore and maintain efficient operation of the school system.

C. Any unit member authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, work stoppage, or other concerted interference in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall be subject to termination pursuant to applicable Education Code proceedings. The District reserves the right to selectively discipline unit members hereunder.

D. In the event that the Association, its officers, agents or representatives, or the unit members or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance provisions of Article V, the Association (and the unit members) shall be deemed to have waived the right to process the grievance or dispute through the grievance procedures and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the District's last stated position with respect thereto.

ARTICLE V - GRIEVANCE PROCEDURES

A. Definition:

A grievance is defined as a complaint by a unit member, or by the Association, that the District has violated an express term of this Agreement and that by reason of such violation, unit member rights have been adversely affected. For disputes which are beyond the scope of this contract and outside the above definition, the Personnel Commission Procedure for Adjustment of Grievances shall remain available to unit members and the Association, pursuant to its terms, during the term of this Agreement. It is the intent of the parties to resolve grievances at the lowest possible administrative level, and to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

B. Informal Level:

Before filing a formal written grievance, the grievant shall make a reasonable attempt to resolve the grievance by means of an informal conference with the immediate administrator.

C. Formal Level

Step 1

Within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not within the exercise of reasonable diligence have known about it, then the time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.

The written statement shall state the facts surrounding the grievance, the provision of this Agreement alleged to have been violated, the decision rendered at the informal conference and the remedy sought. The statement will be signed and dated by the unit member. A meeting with the unit member and immediate administrator will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the written grievance is received by the immediate administrator. The immediate administrator may invite other members of management to be present at such meeting. The grievant shall also be entitled, upon request, to representation by the Association. The immediate administrator will give a written reply to the grievant and his/her representative by the end of the fifth working day following the date of the meeting, and the giving of such reply shall terminate Step 1.

Step 2

If the grievance is not settled in Step 1, the unit member may present the grievance to the Division Head or his/her designee within five (5) working days after the termination of Step 1 and a meeting will be arranged to review and discuss the grievance. Such meeting will take place within five (5) working days from the date the grievance is received by the Division Head or his designee. The Division Head or his designee may invite other representatives of management to be present at such meeting. The grievant shall also be entitled, upon request, to representation by the Association. A

written decision shall be rendered by the Division Head or his designee within five (5) working days from the date of such meeting. Said decision shall be delivered to both the grievant and the Association and such delivery shall terminate Step 2.

D. Mediation:

Step 3

Within ten (10) days of receipt of the Step 2 decision, the District or the Association may request that the grievance be submitted to mediation prior to the next step (Hearing and Board Decision). Unless both parties agree to forego mediation, the party requesting mediation shall submit to the California State Mediation and Conciliation Service a written request for the service of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory solution of the grievance by means of the mediation process.

If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written settlement agreement and thus waive the right of either party to any further processing of the grievance.

If no satisfactory settlement is reached within ten (10) days of the meeting with the mediator, or both parties had agreed to forego mediation, either party may submit the grievance to the next step (Hearing and Board Decision).

E. Board Hearing

Step 4

If the grievance is not settled, the grievant may submit the grievance in writing to the Board of Education (via the Superintendent's office) within five (5) working days of the termination of Step 3. A hearing will be conducted by a neutral hearing officer mutually selected by alternating strike off of names from a list provided by the American Arbitration Association (AAA) or State Mediation and Conciliation Service (SMCS). At that hearing, both the grievant and his/her representative and a representative of the Administration shall have an opportunity to testify and to present evidence and witnesses pertaining to the grievance. The neutral hearing officer shall present their advisory findings to the Board at its next regularly scheduled meeting. Within twenty (20) working days after this meeting, the Board of Education will deliver to the grievant and his/her representative its written final decision on the grievance.

An individual may pursue a grievance through Step 3 of this Article. No individual grievance settlement shall in any way modify the Collective Bargaining Agreement without mutual agreement of the Association. Only the Association may process a grievance to Arbitration.

The costs for the arbitration hearing officer shall be borne equally by the District and the Association.

F. Union Representation:

While meetings at the informal level are expected and encouraged to be limited to the grievant and the administrator, the grievant shall be entitled upon request to representation by the Association at all grievance

meetings (See Article III, Paragraph I). In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

G. Failure to Meet Time Limits

If a grievance is not processed by the grievant and Association in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.

Time limits hereunder may be lengthened or shortened in any particular case by mutual written agreement.

ARTICLE VI - PROGRESSIVE DISCIPLINE/DISCIPLINARY ACTION

A. Progressive Discipline and Disciplinary Action

1. No employee shall be subject to disciplinary action because of affiliations, political or religious acts or opinions, race, color, sex, or marital status.

2. Generally, the concept of "progressive discipline" applies so that unit members are, depending upon the nature of the offense, to be given appropriate notice of any performance problems or other misconduct which may give rise to disciplinary action, and appropriate opportunity to improve. The District will administer the following progressive discipline steps for employee discipline unless the Superintendent or designee determines that skipping any steps of progressive discipline are warranted based upon the nature and/or severity of the misconduct at issue. For the purposes of this Article, Personnel File is the District's official file housed in Human Resources. A Site File is an unofficial file held by each site. Written copies will be provided to employee and the Assistant Superintendent of Human Resources will be contacted prior to any discipline being administered:

a. Step 1:

Verbal counseling; Written Summation of verbal/conference with employees, most typically a SLCUSD email. Does not go into the personnel file

b. Step 2:

If the problem is not corrected within a reasonable time, an evaluative conference indicating the nature of the problem and the consequences of a further violation;

Formal written Conference Summary of incident, gives directives to correct behavior. Does not go into the personnel file. This document goes into the site file. Informal communications outlined in number 1 may be added to the conference summary if the problem is related.

c. Step 3:

Written letter of warning/concern with specific directives to correct behavior copy does go into personnel file. Progressive disciplinary communications outlined in number 1 and 2 may be added to the conference summary if the problem is connected.

d. Step 4:

Formal written letter of reprimand and/or a 45 Day Notice of Unprofessional Conduct with specific directives. A copy goes into the personnel file Progressive disciplinary communications outlined in number 1, 2 and 3 may be added if the problem is connected.

e. Step 5:

Initiated by Assistant Superintendent of Human Resources
Unpaid Suspension, Demotion or Termination

A 45 Day Notice of Unprofessional Conduct with specific directives. A copy goes into the

personnel file Progressive disciplinary communications outlined in number 1, 2, 3, and 4 may be added to the conference summary if the problem is connected.

Nothing in this article limits the District's ability to skip steps of progressive discipline and/or impose more serious consequences (suspension, termination, transfer, or termination of employment), when warranted. A grievance filed by CSEA, regarding the skipping of progressive discipline steps in the process, will not halt the progressive disciplinary process while the matter is being grieved.

B. Causes for Discipline

1. Discipline shall be imposed on permanent unit members of the bargaining unit only for the causes stated in Personnel Commission rules or other just cause. Disciplinary action includes but is not limited to: dismissal, demotion, suspension, or disciplinary transfer. "Disciplinary action" includes any action whereby a unit member is deprived of any classification or any incident of any classification in which the unit member has permanence, including dismissal, suspension, demotion, or any reassignment, without voluntary consent, except a layoff for lack of work or lack of funds.

2. No disciplinary action against a permanent unit member shall be based upon any cause which arose prior to the unit member's becoming permanent, nor for any cause which arose more than two years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

3. When a regular unit member is to be subjected to disciplinary action, specific written charges shall be prepared and furnished to the unit member. The charges must be sufficiently clear that the unit member will know the exact complaints and may be expected to respond to them.

4. If the unit member desires to be heard by the Superintendent or designee prior to the charges being presented to the Governing Board, the unit member shall request in writing that an informal meeting be scheduled at which the unit member may present any information he/she may wish to in support of his/her position. It shall not be the unit member's right at this meeting to confront or examine District witnesses. The request for a meeting must be received by the Superintendent or designee within five working days after the unit member has been served with the charges, and the informal hearing shall then be scheduled in writing to be held not less than ten working days after the unit member was served with the charges. The Superintendent or designee shall make a determination as to whether the charges are to be presented to the Board of Education and advise the unit member accordingly. The charges may thereafter be presented to the Governing Board for approval.

5. When disciplinary action has been approved by the Governing Board, the action and the charges shall be reported to the Director of Human Resources, who shall immediately notify the unit member and shall report the action to the Commission at its next regular meeting.

6. Notice to the unit member shall be served personally or by registered or certified mail and shall include a copy of the charges, and shall state his right to answer, the time limits for such appeal to be filed, and that a hearing will be held upon such appeal.

7.Notwithstanding the procedures prescribed above, any unit member may, in compelling circumstances, be suspended prior to Board approval at the discretion of the Superintendent, subject to later ratification by the Board within the timelines established by the Personnel Commission Rules. However, the unit member will in such event be entitled to the procedural requirements of this Article.

8. A unit member charged with the commission of any sex offense as defined in Section 44010 of the Education Code by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in Section 45304 of the Education Code. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The unit member may receive compensation as provided for in the Code section. Such suspension shall be reviewed by the Personnel Commission every 90 calendar days.

9. Dismissal shall cause removal of the unit member's name from all employment lists.

10. Failure to appeal, as provided below, shall make the action of the Governing Board final and conclusive.

C. Appeal

1. A permanent unit member who has been subjected to disciplinary action, as defined above, may appeal to the Personnel Commission within 14 days after having been furnished with a copy of the written charges by filing a written answer to such charges.

2. A permanent unit member who has not served the full probationary period for the class and who is demoted to the class from which promoted may request an investigation by the Commission within 14 days after the receipt of the copy of written charges. The Commission shall conduct an investigation confined to the grounds set forth in the charges and in the request for the investigation but shall not be required to follow the procedures for appeals and hearings set forth in these rules. The Commission shall notify the Governing Board and the unit member in writing of its findings. If the Commission's investigation and findings, however, indicate any discriminatory action, the Commission may order a formal hearing. The decision of the Commission shall be binding on the Governing Board.

D. Hearing Procedure

1. The Personnel Commission may conduct hearings of appeals or may appoint a hearing officer to conduct the hearings and report findings and recommendations to the Commission.

2. Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.

3. The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.

4. Each side will be permitted an opening statement (Board first) and closing arguments (unit member first). The Board shall first present its witnesses and evidence to sustain its charges and the unit member will then present his/her witnesses and evidence in defense.

5. Each side will be allowed to examine and cross-examine witnesses.

6. Both the Board and the unit member will be allowed to be represented by legal counsel or other designated representation.

7. The Commission may, and shall if requested by the Board or the unit member, subpoena witnesses and/or require the production of records or other material evidence.

8. The Commission may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.

9. Whether the hearing is held in a public or closed session, the Commission, after it concludes the hearing, may deliberate its decision in closed session. No persons other than members of the Commission, its counsel, and its staff shall be permitted to participate in the deliberations. If the Director of Human Resources or any staff is not serving full time for the Commission and/or was a witness in the proceedings, he shall also be barred from the Commission's final deliberation.

10. The Commission shall render its judgment as soon after the conclusion of the hearing as possible and in no event later than 14 days. Its decision shall set forth which charges, if any, are sustained and the reasons therefore. The Commission's decision shall be set forth in writing and signed by the chairman of the Commission and be sent to all parties of interest. The Commission's decision shall be final.

11. The Commission may, if it finds in favor of the unit member, include any of the following as part of its judgment:

a. Order the unit member's reinstatement upon such terms and conditions as it may determine appropriate.

b. Modify the disciplinary action, but not to make more stringent the action taken by the Board.

c. Order paid all or part of the unit member's lost compensation.

d. Order expunction from the unit member's personnel file of records pertaining to the disciplinary action.

E. Applicable Personnel Commission Rules

It is understood and agreed that this Article is intended to be consistent with the Personnel Commission rules regarding Discipline. Per Article II, Section D, should the Personnel Commission change these rules during the term of this agreement, the express terms of this Agreement shall prevail. No such rule change will be made without due notice to the Association.

ARTICLE VII - HOURS OF EMPLOYMENT

A. General

The daily and weekly hours of work and work schedules for each position and unit member shall be determined and assigned by the District, subject only to the limitations of this Article. Any changes to a unit member's work schedule (i.e. start time, end time, break time, lunch time) shall be for a verifiable operational need of the District and shall require a five (5) work days written notification of such change. If there are any disputes regarding changes to a unit member's work schedule, they shall be resolved between the District and Association. Changes to a unit member's schedule initiated by the District shall not be for punitive, disciplinary, and/or arbitrary and capricious reasons, or to avoid employee compensation via overtime/compensatory time.

B. Extra Time, Overtime, Holiday, and Compensatory Time

All extra time, overtime, holiday, and compensatory time must be approved by the immediate supervisor prior to the work being performed, except where extenuating circumstances make such notice impracticable. Normally, any extra time worked will be compensated via extra or overtime pay. However, if the work load for a position varies, a substitute is not required for the unit member's absence, and there is limited impact on students, compensatory time may be earned in lieu of extra or overtime by mutual agreement between the unit member and the immediate supervisor.

1. Extra Time:

   Extra time applies to unit members whose work day is less than 8 hours per day. Extra time is paid at the unit member's regular rate up to 8 hours but not exceeding 8 hours.

2. Overtime:

   Overtime shall be paid at the rate of one and one-half (1.5) times a unit member's rate of pay (including any applicable premiums) for:

   a. All working hours in excess of eight (8) hours in one workday. For a weekly schedule comprised of 4 days of 10 hours per day, see section M;

   b. More than 40 hours in one workweek;

   c. A sixth or seventh consecutive workday for a unit member with an average workday of four hours or more during the workweek;

   d. For those unit members whose regular workday is less than four hours, and who were in paid status through the entire preceding five day workweek, only those hours on the seventh consecutive day of work shall be compensated at the overtime rate of one and one-half (1.5) times the unit member's rate of pay.

   e. All overtime work shall be reported and credited in multiples of 15 minutes of working time, rounded up to the nearest quarter hour.

3. Holiday Work:

For work on designated holidays (Article XI), unit members shall be paid at the rate of one and one-half (1.5) times the unit member's regular hourly rate in addition to the regular hourly rate.

4. Compensatory Time:

All compensatory time shall be recorded on a district approved log when earned and turned in to the supervisor on a monthly basis. Compensatory time off shall be utilized only by prior arrangement with the immediate administrator, and shall correspond in length to the premium which would otherwise be payable (i.e., one and one-half (1.5) hours of compensatory time in lieu of time and one-half (1.5) overtime premium).

Once a year, beginning July 1, 2025, a unit member may request a roll over of compensatory time into the subsequent school year. This request will be limited to 6 days of compensatory time and must be used before January 1 of that school year. Unused compensatory time from the previous school year shall be paid on the January end of month payroll.

C. Call-Back Pay

Apart from applicable overtime rules, unit members who are, without any advance notice, called back when off-duty and required to report for duty at the work site, shall receive a premium of two (2) hours pay at the regular hourly rate in addition to appropriate compensation for the time actually worked. However, if the time so worked runs into the unit member's regular scheduled work day, the two-hour premium shall not be payable.

D. Extra Duty Assignments Outside Regular Work Hours

Unit members assigned to work outside their regular daily schedule—including, but not limited to, school-sponsored extracurricular activities such as student performances, athletic events, dances, or community engagement programs shall receive 1 additional hour of pay at their current hourly rate for the extracurricular activities outlined above.

This provision shall apply regardless of whether the unit member's total daily hours meet or exceed eight (8) hours, provided the assignment occurs outside of the unit member's normally scheduled workday and is not contiguous with the regular shift.

This additional pay shall not apply to instances in which the unit member is asked to remain on duty for one (1) hour or less beyond their regular schedule due to immediate operational needs or unforeseen circumstances, provided such time is directly adjacent to the unit member's normal shift.

All such extra duty assignments must be pre-approved by a site administrator or designee.

E. Increases in Hours of Part-Time Positions

When additional hours are assigned to a part-time position on a regular basis, the hours shall first be offered to the incumbent in the position. If the incumbent declines to work additional hours, the hours may be assigned to other unit members in that classification. If no unit member is assigned the additional hours, then that position shall be treated as "vacant," and is to be filled either pursuant to transfer procedures (Article VIII hereof) by a unit member who has been assigned to the same or more hours at another location, or pursuant to the procedures applicable to any other vacancy.

This provision does not replace reemployment rights which take precedence over any additional hours being added to a part-time position on a regular basis.

F. Decreases in Hours:

The District shall comply with statutory requirement regarding notice and effective date of any reduction in hours.

G. Distribution of Overtime:

Overtime work in a job classification will normally be offered to the incumbent unit member at the site or in the affected department. (EC45131). The District shall make a good faith effort to distribute overtime duties and opportunities equitably among the trained & knowledgeable staff at each work location.

H. Split Shift Differential:

If a unit member's regular assigned work day is divided by one or more periods of non-working time which total three (3) hours, and does not receive the additional assignment pay as described in Article XII, Section P, he/she shall receive as part of the regular hourly rate a (5%) five percent increase above what he/she would otherwise receive.

I. Shift Differential:

If the work day starts before 6:00 a.m. he/she will receive 2% shift differential. If at least one-half of a unit member's regular assigned workday is scheduled after 5:00 p.m., he/she shall receive as a 5% premium for all hours worked.

J. Lunch Period:

All unit members who work for more than six (6) hours per day shall be entitled to an uninterrupted, unpaid lunch period of not less than one-half (1/2) hour and not more than one (1) hour, to be scheduled by the immediate administrator. If it is necessary for a unit member to work through their duty day without a lunch break, he/she shall be paid at the appropriate rate for all hours worked during the lunch period. By mutual written agreement, unit members working more than six (6) hours per day may be asked, without coercion, or may request to work a schedule that does not include an uninterrupted, unpaid lunch period (in order to leave earlier). If a unit member has signed the mutual written agreement to work through their duty day without a lunch break and program changes or unit member needs subsequently require that a unit member take their 30-minute lunch in an effort to ensure that they are available until the end of the school day, a unit

member will be given at least a two week notice or will give at least two weeks' notice to the supervisor. The schedule change can take up to two weeks to be in effect depending upon staffing availability. A copy of the mutual written agreement between the unit member and the District shall be provided to CSEA. A unit member's agreement or refusal to forfeit their lunch break shall not lead to discipline, retaliation, favoritism, or preferential treatment.

K. Rest Periods:

All unit members who work for four (4) hours or more per day shall be granted paid rest periods at the rate of fifteen (15) minutes for each four (4) hours of work in any one day. Such breaks shall be scheduled by the immediate administrator. Bathroom breaks shall not be incorporated into the fifteen (15) minute rest period calculations. If a supervisor believes the unit member is using this provision excessively, they will provide feedback and establish clear guidelines for future usage.

L. Fringe Benefits of Part-Time Unit Members:

When the District determines that a part-time unit member's regular assignment is to be increased or decreased by fifteen (15) minutes or more per day, the unit member shall have his/her basic assignment changed to reflect the change in hours in order that fringe benefits will be properly prorated.

The District contribution toward part-time unit member fringe benefits is based on the actual time assigned adjusted up to the nearest quarter hour.

M. Special Non-Work Days:

In years when the calendar exceeds 260 working days for twelve-month unit members, those unit members shall be released from duty, without pay, on a district designated date. Those who are required to work that date will be paid on a time card at their regular rate of pay. If, by mutual agreement, a unit member requests to trade a non-school day for a different non-school day, the request should be submitted in writing and approved by their supervisor.

N. Alternative Workweek Schedules

Unit members may be asked by their supervisor to work an alternative schedule (a 4-10 or a 9-80 work week schedule) due to the unique needs of the site or department and not based on the personal needs of the individual. The alternative schedule shall be on-going (not day to day) and shall be modified or terminated based on the unique needs of the site or department. Individual unit members will not be required to work an alternative schedule and shall only be implemented by mutual agreement between the Supervisor and the impacted employee.

The workweek for a 4-10 schedule shall begin on Sunday at 12:00 a.m. and will end on Saturday at 11:59 p.m. The workweek for 4-10 shall not be more than 40 hours during any given week. The following applies to a 4-10 workweek schedule for full time unit members:

1. Pay shall be at the unit member's regular hourly rate for any hours up to ten (10) in a day on a 4-10 schedule, with overtime premiums to be paid at the rate of 1.5 times regular hourly rate for hours above 10.

2. Hours required in excess of 40 that week, or more than 10 hours in a day, shall be paid at the applicable overtime rate.

3. All hours worked on a fifth, sixth or seventh consecutive day will be paid at the overtime rate of 1.5 times the unit member's regular rate of pay.

4. The District shall implement 4-10 alternative workweek schedules in accordance with Ed Code 45132.

The following options for a 9-80 workweek schedule for full-time unit members bay be selected by a supervisor:

1. A 9-80 work week of ten work days, eight of which shall be nine-hour days, and two of which shall be four hour days. The four hour days may not be in the same work week and the work week shall not exceed 40 hours. The specific days which are nine hours and four hours will be set by the supervisor.

2. A 9-80 schedule shall begin on noon Friday and will end at noon the following Friday, with the employee working nine hours each day except on alternate Thursdays when the employee will work eight hours, and on alternate Fridays (flex day) when the employee will not work. The schedule is as follows: Week 1 - Friday afternoon (flex off work), Monday, Tuesday, Wednesday, Thursday (9 hours), Friday morning (4 hours). Week 2 - Friday afternoon (5 hours), Monday, Tuesday, Wednesday, (9 hours), Thursday (8 hours), Friday morning (flex off work). If selected by the supervisor, this schedule must be implemented as described above.

3. The overtime rate shall be paid for all hours worked in excess of the required work day, which shall not exceed nine hours, at a rate 1.5 times the regular rate of pay.

4. The District shall implement 9-80 alternative workweek schedules in accordance with Ed Code 45133, and shall only be implemented by mutual agreement between the Supervisor and the impacted employee.

The following applies to either 4-10 or 9-80 workweek schedule for full-time employees:

1. If a holiday falls on a day where the employee on an alternative schedule would normally be working more than 8 hours, the holiday will be paid at 8 hours and the employee will work the remainder of the week at no more than 10 hours per day (for a 4-10 employee) or 9 hours per day (for a 9-80 employee). For a 9-80 schedule where weeks are "paired", the holiday week will not be part of the 9-80 calculation and stands alone as a single 40 hour week.

2. For paid time-off (vacations, sick leave, personal necessity, etc.), the paid time shall correspond to the regular hours actually worked in a day (typically 9 or 10 hours per day, 40 hours per week), and the amount charged against the unit member's accrued balance shall be made on the same basis. Because accruals are measured by hours worked, and the total of 40 hours per week remains the norm under a 4-10 or 9-80 schedule, accruals are generally the same under an alternative workweek schedule as under a traditional work week.

3. If a holiday occurs on an employee's regularly scheduled flex day, the employee will be paid eight hours' holiday pay and be given an alternate 8 hours off during the same workweek as the holiday.

O. Workload:

All unit members shall be allowed the use of personal devices to check district communications. In cases of unit member concern about workload, the affected unit member(s) shall discuss their concerns with their immediate supervisor. With input from the unit member, the immediate supervisor shall make determinations as to priorities in the assigned work. If workload concerns remain, the unit member will contact CSEA. If CSEA concurs with the unit member, they will notify Human Resources and the immediate supervisor that a desk audit shall be conducted with the oversight of Human Resources.

P. Remote Work:

A full-time, part-time, or short-term remote work arrangement may be granted by the Superintendent or designee (i.e. supervisor) to an individual employee, upon request, provided that the position is suitable for remote work, the employee has consistently demonstrated the ability to work independently and meet performance expectations, and the work arrangement does not hinder district operations.

The opportunity to work remotely shall be entirely at the district's discretion, and no grievance or appeal right may arise from district denial of any employee request for remote work. Employees are not guaranteed a remote working solution.

Employees approved for remote work shall comply with all district policies, administrative regulations, work schedules, and job assignments. Except when specifically agreed, approval of remote work shall not change the compensation, benefits, or other terms and conditions of employment of an employee.

Unless otherwise approved in advance by the Superintendent or designee, employees working remotely shall do so within regular work hours established for the position. Employees are entitled and expected to take

appropriate, uninterrupted meal and rest breaks, and shall keep accurate records of the hours they work. Employees shall notify their supervisor and follow the appropriate absence management procedures when unable to perform work assignments due to illness or other unforeseen circumstances.

Employees working remotely are expected to conduct their work in a location that is safe and free of obstructions, hazards, and distractions. Such employees shall report to their supervisor any serious injury or illness occurring in the home workspace or in connection with their employment as soon as practically possible in accordance with Board policy.

Upon request, if approved, the district shall provide to employees who work remotely all supplies, materials, apparatus, and equipment reasonably necessary to perform their jobs, including, as necessary, a technology device and a Wi-Fi hotspot for Internet access. Employees shall refrain from doing District business while accessing the public Internet. When working from a public location, District business should only be conducted if using a District provided, or personal hotspot. Employees shall be responsible for maintaining and protecting equipment on loan from the district and shall adhere to the district's Acceptable Use Agreement.

Work done at a remote work location is considered official public business. District records and communications shall be retained and safeguarded against damage or loss, and shall be kept confidential or made accessible to the public in accordance with law.

Any employee working remotely shall be available during work hours to the employee's supervisor and other staff, students, parents/guardians, and members of the public, as appropriate, via email, phone, or other means. Lack of responsiveness on the part of the employee may result in discipline and/or termination of remote work responsibilities. To remain engaged with the site or department, employees shall be required to attend regular meetings in-person unless virtual attendance is permitted by their supervisor, and attend special meetings in person when directed by their supervisor.

Employee productivity shall be evaluated on the basis of time spent on tasks and projects, task completion, and quality of job performance in the same manner as all employees in the same position at the assigned school or office.

Remote work arrangements may be discontinued at any time at the discretion of the supervisor, Superintendent or designee.

ARTICLE VIII - TRANSFERS

A. A transfer is a change of assignment from one location to another within the same classification or a change of one job classification to another related classification at the same salary range. Excluded from the definition of transfer are (1) a demotion (whether voluntary or involuntary) to a classification having a lower salary range; (2) a promotion to a classification having a higher salary range; (3) a change of assignment within a classification which does not involve a change of location.

B. Transfers may be initiated by either written request of a unit member (voluntary transfers) or by the District (involuntary transfers). Decisions regarding transfers shall be made by the District, in its sole discretion, provided that such action shall be based upon student and/or operational needs and shall not be made for arbitrary or capricious reasons.

C. A unit member desiring a transfer shall file a written request with the Human Resources Department. A bargaining unit member may submit a transfer request for any openings they are eligible to transfer to. Forms can be submitted at any time during the year, but shall expire on June 30 of each year unless withdrawn previously by the unit member. When a new position is created or an existing position becomes vacant, the District shall first consider and notify those unit members currently inhabiting the same classification and on the voluntary transfer list, and then those unit members on promotional and eligibility lists, and when all other factors are equal, the applicant with the most District seniority shall be selected.

D. Any unit member who has requested and been denied a transfer, or who is being transferred against his or her preference, shall be entitled to a consultation with responsible administrators and/or the Director of Human Resources, in order to discuss reasons for the transfer, and to hear and consider the unit member's views on the matter. Such consultation shall not prevent access to the grievance procedure of Article V.

E. Seniority shall, pursuant to education Code 45308, for purposes of layoff and recall be determined by length of service in the affected classification, plus higher classifications, using the unit member’s date of hire (beginning date and ending date, if applicable) in the relevant classification(s). Periods of separation from the District due to duly granted leaves of absence or layoff are to be counted towards an unit member’s seniority. If a unit member is terminated with cause and is later rehired, hire date is date of most recent record. If a unit member voluntarily resigns and is rehired within 39 months of leave date, hire date remains original hire date, however period of separation from the District shall not be counted towards seniority. If after these criteria are exhausted, length of service at a work location will be applied to the tiebreaker criteria.

ARTICLE IX - EVALUATIONS

A. Probationary Period:

Newly employed unit members shall serve a probationary period of six (6) months or one hundred thirty (130) working days whichever is longer.

B. Schedule: Unit members shall be evaluated in accordance with the following schedule:

1. Probationary unit members - prior to the end of the second, and fifth month. However, if during the six-month period any items on the evaluation instrument are rated unsatisfactory, then the unit member may be evaluated every month during the remainder of the probationary period.

2. Permanent unit members - shall receive a minimum of one written evaluation every other year, unless otherwise requested by the unit member or supervisor. If an evaluation is not given in a specific year, it shall be assumed that the unit member is performing satisfactorily. A supervisor may have a unit member complete a self-evaluation prior to the regular evaluation with the supervisor. When a new supervisor is assigned to a permanent unit member and needs to conduct an evaluation within the first six months, the supervisor will consult with another supervisor who has first-hand knowledge of the unit member's performance before issuing an evaluation.

3. In the absence of prior negative evaluative activity or disciplinary steps during the evaluation period, failure of the administrator to issue the final evaluation by June 30, shall be deemed a satisfactory evaluation.

C. Procedure: Performance evaluation reports shall be made on forms prescribed by the District.

Evaluations shall be preceded by observation(s) by the immediate supervisor of the unit member's work performance. The immediate supervisor shall be a management/supervisory employee of the District. If an evaluation contains information received from anyone other than the immediate supervisor, the unit member shall be informed of the specific information (i.e., name of the person providing the information, date of specific instances, etc.) in order to fairly present a response or rebuttal to that information. Evaluations shall be based upon reliable information, and not upon unsubstantiated charges or rumors. In addition, no evaluation shall be based upon derogatory materials in the unit member's personnel file unless the unit member has previously been given notice of same, opportunity to review and comment upon it, and had such comments attached to the material.

The first-level evaluator shall prepare the performance evaluation report and discuss it with the unit member. Both the immediate supervisor and the unit member will sign the evaluation. Electronic signatures are acceptable. Signature of the unit member means only that the unit member has received a copy of the evaluation. The unit member may submit any written comments to their evaluator and the Human Resources office at his/her option. Copies of the evaluation together with any attachments will then be distributed as follows: one copy to the unit member; one copy to the Human Resources Department; and one copy to the evaluator. Electronic copies are available, and a hard copy of the evaluation will be provided upon request.

If there is an instance of a specific negative action of the unit member that shall be used in an evaluation, the unit member shall be apprised of that negative action before the evaluation, and as soon as is practicable upon the supervisor's awareness of the occurrence, so that the unit member is aware and can properly correct performance by the time of the evaluation. No negative actions shall be presented for the first time by the

supervisor to the unit member during an evaluation conference. If any category on the performance report of a permanent unit member is rated lower than "meets standards," the following will be included on the evaluation: (a) statement of the problem or concern, (b) the desired improvement, (c) suggestions as to how to improve, and (d) provisions for assisting the unit member. If the unit member disagrees with the evaluation, he/she shall have the right to obtain a review of the evaluation by the appropriate division head. The decision of the division head will be attached to the evaluation and shall be final.

ARTICLE X - LEAVES OF ABSENCE

Regular and prompt attendance is an important part of employment at SLCUSD. It is the unit member's responsibility to report any absences by obtaining preapproval within the required timeline for planned absences, notifying the immediate supervisor prior to the start of the absence, and by entering absences into the substitute program, the automated absence tracking system used by SLCUSD. Note that entering an absence in the automated system does not constitute notification to one's supervisor. Classified staff absences are reported in quarter hour increments and are defined as any portion of assigned days not worked. Failure to notify the immediate supervisor may result in disciplinary action. When it is necessary to be absent because of an emergency, the unit member shall notify the immediate supervisor as soon as possible.

A. General Provisions

1. A leave of absence is an authorization for a unit member to be absent from active duty, for a specific period of time, and for the purposes stated below. A leave guarantees the unit member the right to District employment upon the expiration of the leave, provided the unit member would otherwise have retained District employment. Any unit member who fails to give the District notice of intention to return from a long-term leave of absence when such notification is requested, or who fails to return to work as scheduled upon the expiration of said leave shall be deemed to have abandoned employment with the District and such conduct shall constitute an automatic resignation.

2. A probationary unit member's leave of absence(s) shall not be counted as part of the service required as a condition for attaining permanent status.

3. Unit members on a paid leave of absence shall, unless otherwise provided herein, continue to receive their regular wages, fringe benefits, and retirement service credit, subject to the provisions of Articles XII (Pay and Allowances) and XI (Fringe Benefits). Those who go onto an unpaid leave of absence shall continue to receive their health and welfare coverage for the entirety of any month in which they have any paid days. Thereafter, they shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan at their own expense, provided they make payment of the premium monthly in alignment with the end of month payroll cycle. However, if the leave qualifies as Family Care and Medical Leave as defined in Section I of this Article, then the employee shall be entitled to continued benefits coverage as defined in that section. Apart from this benefit, the unit member shall receive no wages, fringe benefits, salary schedule advancement or retirement service credit during the duration of the unpaid leave.

4. With respect to the permissive leaves of this Article, (i.e. those which use terms such as 'the District or Board 'may in its discretion' grant the leave"), the District retains sole discretion to authorize or deny such leaves and District decisions regarding such leaves shall not create precedents or binding past practices.

5. "Member(s) of the immediate family" as used in this Article shall mean parent, spouse, registered domestic partner, child, sibling, grandparent, grandchild, guardian with whom the unit member has lived, or a designated person as defined by FMLA/CFRA. "Child" means a biological, adopted, or foster child, stepchild, legal ward, a child of the unit member or the unit member's domestic partner, or a child to whom the unit member stands in loco parentis. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of a unit member or a person who stood in loco parentis when the unit member was a minor child. The definition includes "in-law" relationships in each case, and includes "step" relationships in the case of parents and children.

6. In case of impending absence, unit members are to notify their immediate supervisor and the Human Resources Department via the substitute system as soon as possible and no later than one hour before the impending absence.

7. Unit members returning from absence shall give notice of return to their immediate supervisor or designee before the close of school on the day preceding return. If a unit member returns to his position after an absence without giving the required notice, and a substitute has reported for duty, the substitute shall be permitted to work with pay and the unit member shall be charged one day's sick leave.

8. It is agreed that when a unit member is absent from work without leave or authorization, the District will deduct a full day's pay, and the unit member may be disciplined.

9. If leave is granted, all rights of permanency, accrued leave pay, and other benefits provided by law shall be preserved and available to the unit member after termination of leave of absence, except that salary schedule step increase credit will not be granted for time on unpaid leave.

10. The District may, for reasonable cause, require verification of appropriate use of a leave. For example, a medical statement or examination by the unit member's health care provider or, at the District's option and expense, from a District-appointed physician, may be required for the use of sick leave. Reasonable cause may include: an absence of five (5) or more consecutive days, continuing intermittent absences, where a unit member has been previously counseled for excessive absences or currently on an improvement plan for attendance, evidence that the leave is being used for other than its intended purpose, or whenever additional medical information would be helpful to determine if a unit member is disabled or requires a reasonable accommodation.

B. Sick Leave:

Good attendance of all unit members is important to the effective operations of the District in providing service to the students and community. Absenteeism is a problem that is disruptive to the work site, students, and coworkers. If sick leave is abused by a unit member, it can possibly lead to the unit member being disciplined.

1. Sick Leave may be used as follows:

   a. An illness, injury, or legally established quarantine which makes it impracticable for the unit member to perform normal duties on a scheduled work day;

   b. An injury, illness or quarantines of an immediate family member in accordance with Labor Code sections 233 and 246.5;

   c. Medical and dental appointments of the unit member or a unit member’s immediate family;

   d. Unit members who are victims of domestic violence, sexual assault or stalking may take sick leave in order to obtain medical care or legal assistance;

   e. Any other purpose authorized by state or federal law.

2. A unit member in paid status, eight (8) hours per day for twelve (12) months per year, shall be granted twelve (12) days leave of absence for sick leave each year. Unit members employed part-time and/or for less than a full year shall be granted sick leave on a pro-rata basis to full-time, twelve-month employment, including summer school assignments in accordance with Ed Code 45102. Unused sick leave shall carry over from year to year without limitation.

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

4. At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each unit member. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new unit member of the District shall not be eligible to take more than six days until the first day of the calendar month after completing their probationary period of six months of active service with the District. If a unit member terminates District employment having used more sick leave than has been accrued, an adjustment will be made on the final warrant.

5. If an illness continues beyond exhaustion of accrued and accumulated sick leave, and beyond exhaustion of certain other leave benefits, the unit member shall be entitled to extended sick leave benefits subject to the conditions set forth in section C below. A unit member is not entitled to a payout of earned, unused days of sick leave upon separation from employment.

   Use upon retirement: Upon retirement, unused sick leave will be credited toward retirement benefits in accordance with PERS regulations.

6. School year employees assigned to summer school assignments, or other limited term assignments during periods when they are not regularly assigned shall be able to use accrued sick leave (if using Personal Business ("PB") or Personal Necessity ("PN") Leave, it would come out of the previous school year's PB and PN balance) during these assignments as per this section.

C. <u>Extended Sick Leave</u>

1. In order to receive extended sick leave benefits for an illness or disabling injury, the unit member must first have exhausted available leaves in the following sequence:

   a. All industrial accident/illness leave days, as provided in Section D below, as applicable;
   b. All credited and accumulated days of sick leave;
   c. All accumulated compensatory time off;
   d. All current or accrued vacation time entitlements;
   e. Any other available paid leave to which the unit member may be entitled.

2. Extended sick leave is available to permanent unit members only.

3. If the illness continues beyond the exhaustion of the leave benefits set forth in Section X.C.1, the unit member shall be entitled to as much as 100 days of extended sick leave benefits per illness/injury, as follows:

   a. Extended sick leave provides compensation in an amount equal to 50% of the unit member's regular salary, for a period of time not to exceed 100 days in any school year, and not to exceed a

total of 100 days for any illness or injury (accrued and extended sick leave combined within a school year).

b. In no event shall the total of accrued and extended sick leave benefits for any illness or injury, or combination of illnesses and injuries, exceed 100 days in any one school year.

c. Extended sick leave is in the nature of an extended disability plan, and if not used is not accumulated from year to year.

d. Extended sick leave benefits are to be integrated with any statutory industrial accident/injury benefits and any other statutory disability benefits. The amount received from any such statutory benefits shall be credited against the amount of these extended sick leave payments.

e. Written verification is required when a unit member wants to use extended sick leave.

D. Industrial Accident and Illness

1. A unit member who has sustained a job-related injury or illness shall report the injury to the immediate administrator on the District Accident Report form as soon as possible, but normally not later than the next scheduled work day following the accident.

2. Paid industrial accident and illness leave shall be granted to unit members as provided herein, for injury or illness which is incurred within the course and scope of assigned duties and which would qualify for Workers Compensation coverage.

3. In order to qualify for industrial accident or illness leave coverage, a unit member claiming such leave shall be subject to examination by a District appointed physician, at District expense, to verify their condition and to evaluate any claims.

   A unit member shall be permitted to return to service after an industrial accident or illness leave only upon presentation of a release from the treating physician and, at the District's option and expense, from the District-appointed physician, certifying the unit member's ability to return to work either without restrictions or in a limited capacity that could be accommodated through the District's Interactive Process.

4. Allowable leave shall be for not more than sixty (60) work days during which the unit member would otherwise have been performing work for the District in any one fiscal year for the same illness or accident. Allowance leave shall not be accumulated from year to year. If the same illness or injury extends into the next fiscal year, the unit member shall be allowed to use only the amount of leave remaining from the previous fiscal year.

   Industrial accident or illness leave shall commence on the first day of absence, and shall be charged by one day of authorized absence regardless of a temporary disability compensation.

5. The District shall issue the unit member appropriate salary warrants for payment of salary less normal deductions.

6. Upon conclusion of the industrial paid leave, the unit member shall utilize any available accrued sick leave benefits followed by any other accrued paid leaves before entering into extended sick leave status. However, any leave utilization, when combined with any temporary disability compensation, shall not result in payment of more than full salary. For sick leave purposes, the absence under this procedure shall be deemed to have commenced on the date of termination of the industrial paid leave.

7. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Education has authorized travel outside the state.

8. A unit member shall be deemed to have recovered from an industrial accident or illness and thereby be able to return to work at such time as the medical specialist verifies that the unit member is able to perform the essential functions of their job. The district, at its own expense, may request the opinion of another medical specialist. During this period between the release and obtaining a second opinion, if not permitted to return to work, the unit member will be placed on paid administrative leave.

9. When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness and if the unit member is not medically able to assume the duties of their position, the unit member's name shall be placed on the reemployment list for the class from which the unit member was on leave for a period not to exceed thirty-nine (39) months.

E. Personal Necessity Leave

1. A unit member may elect to use not more than the amount of their annual sick leave accrual of unused leave for purposes of approved Personal Necessity Leave for reasons (a) through (f) below. For example, a 10-month employee earns 10 sick leave days per year and could use up to 10 days of Personal Necessity Leave, an 11-month employee can use up to 11 days of Personal Necessity Leave, etc. for all purposes listed below. Unused Personal Necessity Leave entitlement shall not be accumulated from year to year. The number of days of Personal Necessity Leave used shall not exceed the number of full days of unused sick leave in the unit member's account. The purposes are as follows:

   a. Death of a member of the immediate family, in addition to bereavement leave.

   b. Serious illness of a member of the immediate family which requires the care of the employee.

   c. Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family.

   d. Appearance of the employee in court as a litigant, party, or witness who does not qualify for Legal Commitment Leave (Section J).

   e. Absence for parent on the occasion of childbirth, and absence of parent to meet legal compliance for adoption.

   f. Major religious observance.

2. The unit member shall submit a request for Personal Necessity Leave to the immediate supervisor not less than three (3) work days prior to the beginning date of the leave except where extenuating circumstances make such notice impracticable and for leave taken for reasons a, b, c, or e above. The prior approval requirement shall not apply to reasons a, b, c or e above but will apply to reasons d, and f. When prior approval is not required, the unit member shall make every reasonable effort to comply with District procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

3. The District reserves the right to review each request and to verify such request by any appropriate means.

F. Personal Business:

Personal Business is for events that cannot be scheduled on non-school days, and comes out of Personal Necessity Leave. Both Personal Business and Personal Necessity Leave make up part of a unit member's sick leave balance. A non probationary unit member may use up to seven (7) days in a fiscal year for Personal Business, and each day used will be deducted from the total sick leave balance. A unit member may not use more than three (3) consecutive Personal Business days without prior approval by a supervisor.

For school site unit members, Personal Business leave may be used in lieu of vacation, to extend a school holiday or break, or on a professional development day. Personal Business leave may be used during the first and last week of school with prior approval of the Assistant Superintendent of HR. Personal Business leave should not be used for purposes of work stoppage in violation of Article IV, Work Stoppage.

G. Bereavement Leave:

Up to five days of leave of absence, without loss of compensation, will be allowed for the death of any member of the unit member's immediate family. Additional days of absence beyond those described herein are provided in this Article under the terms of Personal Necessity Leave (section E).

Use of this leave shall commence within one calendar year from the date of the death of the family member unless prior written authorization is obtained from the District.

H. Parental Leaves

1. The District may grant an unpaid pre-childbirth leave of absence to a pregnant unit member pursuant to the Personal Leave provisions, prior to the period of the unit member's disability.

2. Utilization of Sick Leave: During that period of time during which the unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, the unit member shall be permitted to utilize their sick leave pursuant to section B above.

3. Baby Bonding Leave: Qualified unit members may choose to take up to twelve (12) work weeks of baby-bonding leave under the California Family Rights Act ("CFRA"). This leave may be used for birth, adoption or foster care placement of a child and shall be used within 12 months from the birth or placement. The District will comply with the provisions of the CFRA in allowing unit members to apply sick leave and Extended Sick Leave towards baby-bonding leave. Unit members shall not be

   permitted to use Extended Sick Leave towards their twelve (12) workweeks of baby-bonding leave until all sick leave and any other accrued paid leaves are exhausted.

4. Utilization of Extended Sick Leave: After a pregnant unit member has exhausted their sick leave, the unit member will be entitled to use any remaining Extended Sick Leave, payable at 50% of regular salary pursuant to section C above. If a unit member has exhausted Extended Sick Leave, the remaining portion of baby-bonding leave will be unpaid.

5. Family Medical Leave Act: A unit member's twelve (12) workweeks of baby-bonding leave shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act ("FMLA").

6. Reproductive Loss Leave: A unit member shall be granted five (5) days of leave of absence on account of a reproduction loss event. “Reproductive loss event” means a failed adoption, failed surrogacy,

miscarriage, stillbirth, or unsuccessful assisted reproduction. The reproductive loss event applies to any person who would have been a parent as a result of the unsuccessful adoption, surrogacy, assisted reproduction, or pregnancy. Bargaining unit members may use sick leave if available for purposes of this leave. A bargaining unit member may utilize accrued sick leave for purposes of Reproductive Loss Leave.

I. FMLA and Other Leaves Provided by Law

1. FMLA entitles eligible unit members to take up to 12 weeks of unpaid job protected leave for specific family and medical reasons including but not limited to childbirth or adoption, commencement of foster care, or infant care of the unit member’s child, or the serious illness or health condition of the unit member, the unit member’s spouse or registered domestic partner, the unit member’s child, or the unit member’s parents. Please refer to the Family Medical Leave Act for further information.

2. Leave taken to care for a newborn or foster or adopted child must be completed within one year of the birth or placement. Under the California Family Rights Act, if both parents work for the District, each eligible parent is entitled to up to 12 weeks of leave.

3. Eligibility: The unit member must have been employed by the District at least one full year (and provided at least 1,250 hours of service) immediately prior to such leave in order to qualify for the leave.

4. To the extent required by applicable laws, unit members returning from a family and medical leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.

5. Health Benefits:

   a. Subject to the above-mentioned “service credit" provisions of paragraph A.1 above, the unit member during this leave shall be entitled to continued coverage under the health insurance plan to the same extent, and subject to the same conditions, as an active unit member.

   b. If the unit member fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for family and medical leave, then the District may recover health insurance premiums paid pursuant to the above leave provisions.

   c. Any unit member on leave who is covered under a District health plan which requires co-payment must continue payments in a timely fashion in order to qualify for District coverage.

6. The District shall provide FMLA/CFRA leave and other leaves as required by the state or federal law according to the relevant statutes and regulations; therefore, if there is any change in state or federal laws applicable to unit member leaves provided by this Article, those changes are deemed incorporated into this Article as of the effective date of the statutory change. Nothing in this Article is intended to change either the District’s or any unit member’s rights and obligations under the Americans with Disability Act or comparable state law.

J. Legal Commitments

1. Jury Service:

Leave of absence for jury service shall be granted to any classified unit members who have been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay (less the jury service fee received) while on leave provided a copy of the court certification is filed with the District along with the unit member's Absence Report form. Request for jury service leave shall be made by presenting the official court summons to jury service to the Director of Human Resources or designee.

2. Subpoenaed Witness:

Unit members required to appear in court as a non-party witness under subpoena or to respond to an official order from another governmental jurisdiction, for reasons not brought about through the initiation, connivance or misconduct of the unit member, shall receive full compensation for such absence from duty, less paid witness fees.

K. Military Leave

1. A unit member shall be entitled to any military leave required by law performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty.

2. A unit member who needs to be absent from the District to fulfill their military service shall provide advance written notice or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or otherwise impossible or unreasonable.

3. A unit member who has been employed by the District for one (1) calendar year or more shall receive their full usual pay for the first thirty (30) days of required military service as provided by Education Code section 45059.

L. General Leave of Absence Without Pay:

The District may, in its sole discretion, and upon the written request of the unit member and the recommendation of the Superintendent, grant a leave without pay for any reason satisfactory to the District. Arrangements for a substitute must be completed before the unit member may consider themself excused.

Denial of personal leave is not subject to the grievance procedures.

M. Vacation

1. Every unit member shall earn paid vacation at the prescribed rate as part of their compensation. Unit members must request pre approval from their supervisor three work days in advance of the absence. Unit members who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, including summer

school assignments, shall earn vacation during such limited-term absence. Vacations shall also be earned during any paid leave of absence. Unit members must have served six (6) months before becoming eligible to take paid vacation. Part-time unit members accrue paid vacation on a pro rata basis according to time served.

2. Vacation shall be earned as follows:

Calendar Years of Service	Vacation Earned Per Month
1 - 5 years	1.00 (12 days per year for full-time, 12-month unit member)
6 - 10 years	1.42 (17 days per year for full-time, 12-month unit member)
11 years	1.50 (18 days per year for full-time, 12-month unit member)
12 years	1.58 (19 days per year for full-time, 12-month unit member)
13 years	1.67 (20 days per year for full-time, 12-month unit member)
14 years	1.75 (21 days per year for full-time, 12-month unit member)
15 years	1.83 (22 days per year for full-time, 12-month unit member)
16 years	1.92 (23 days per year for full-time, 12-month unit member)
17 years	2.00 (24 days per year for full-time, 12-month unit member)
18 or more years	2.08 (25 days per year for full-time, 12-month unit member)

The parties agree that any unit member who receives twelve (12) pay warrants shall be entitled to the paid Juneteenth and July 4 holidays regardless of whether they are in paid status on either the day prior or after the Juneteenth and July 4 holidays. This includes unit members on a 219-day work calendar.

3. 12-month unit members:

Vacation schedules shall be prepared by the administration. Effort shall be made to enable vacation to be taken at times convenient to the unit member, consistent with the needs of the service, the work load of the department, and the need to minimize substitute costs. Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in two years.

Once a year, beginning July 1, 2025, if the vacation balance is higher than what the unit member would earn in two years, vacation will be paid out to the unit member, up to the amount the member would earn in 3 (three) months, not to exceed 6 days. It is the unit member's responsibility to track their accruals. Accruals can be found on the Employee Self Service (ESS) system.

If an operational need arises that would prevent the unit member from being off duty, the nature and duration of the emergency shall be reported to the District. The District may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

10 and 11 month unit members: In order to encourage strong attendance throughout the school year, all unused vacation earned during the school year will be paid out in July.

4. The rate at which vacation is paid shall be the rate of pay which the unit member would have been paid had they served during the period.

5. Upon separation from the service, a unit member shall be paid for accumulated vacation credit at the rate of pay applicable to their last regular assignment, provided they were employed longer than six months.

6. Generally, sick leave or other paid leave may not be utilized during vacation. However, in the case of a death in the immediate family, or a demonstrably serious illness or injury which necessitates interruption of the vacation, the unit member may telephone their immediate supervisor and provide notification to interrupt the vacation with a paid leave status. Such interruption shall also be subject to the unit member later supplying supporting information as to the cause. Unit members may use vacation time in lieu of sick leave when their absence is for illness/medical reasons. The same rules apply as in Article X, section A.8.

7. If a bargaining unit member's vacation comes due during a period when the unit member is on leave due to illness or injury, the unit member may request the vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. If no dates are available, the unit member may then carry over the number of days or request compensation for the days.

8. A holiday which falls within a unit member's scheduled vacation shall be granted without a charge against accrued vacation.

9. 10 and 11-month unit members assigned to summer assignments may use accrued vacation in June as approved by the supervisor, consistent with the needs of the program and availability of substitute employees to cover the assignment. Remaining vacation accruals will be paid out to the employee in July. Note: Unit members will have no vacation balance once vacation has been paid out. Accruals will begin again on the next pay warrant.

10. Unit members wishing to take vacation before the unit member has accrued needed vacation time will need to request an unpaid leave or request to their supervisor that the needed vacation be rolled over to the beginning of the next school year. The deadline for these requests shall be June 1. In the event that the unit member's vacation was canceled, the vacation will be paid out the following July.

N. <u>Paid Holidays</u>

1. Unit members shall be entitled to the following paid holidays provided they are either at work or on a paid leave during any portion of the District working day immediately preceding or succeeding the holiday:

a. July 4
b. Labor Day
c. Veterans Day
d. Thanksgiving Day
e. The Friday after Thanksgiving Day
f. The last working day before December 25 or before the paid holiday granted for December 25 when December 25 occurs on a Saturday

g. December 25
h. December 31 (in lieu of Admission Day)
i. January 1
j. Martin Luther King, Jr. Day
k. Lincoln Day
l. Washington Day

m. Spring Holiday
n. Memorial Day
o. Juneteenth

The parties agree that any unit member who receives twelve (12) pay warrants shall be entitled to the paid Juneteenth and July 4 holidays regardless of whether they are in paid status on either the day prior or after the Juneteenth and July 4 holidays. This includes unit members on a 219-day work calendar.

2. Unit members who are not normally assigned to duty during a holiday season which includes Christmas Day, New Year's Day, and Spring Holiday shall be granted paid holidays occurring during this period, provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

3. When a holiday listed above falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday listed above falls on a Saturday, the preceding Friday shall be deemed to be the in lieu holiday. When on a weekly schedule comprised of 4 days of 10 hours per day, and when a holiday listed above falls on a Friday, then the preceding Thursday shall be deemed to be the in-lieu holiday.

ARTICLE XI - FRINGE BENEFITS

A. Health Insurance

1. Effective July 1, 2026, and throughout the duration of this Agreement, the District shall contribute per contract year on behalf of each regular full-time unit member the sum of $7,000 for SISC Blue Cross medical insurance, MetLife family dental insurance, and Vision Service Plan insurance. If the total premium costs of any package selected by the unit member exceed the $7,000 contribution by the District, the unit member and the District will share the additional costs on a 50%:50% basis.

2. The above contribution on behalf of part-time unit members working 20 hours per week or more shall be prorated in the proportion that their weekly assignment bears to full-time; the unit member must contribute the balance of the cost, if he or she so desires. If a unit member decides not to do so, he/she shall not be entitled to participate until the next open enrollment period and the District shall have no obligation to contribute any sum on his/her behalf. Unit members working less than 20 hours per week shall not be entitled to the benefits identified in Article XII.A.1.

3. In addition, the District shall continue its contribution to the health and accident/major medical insurance plan for all unit members who retire between the age of 53 and 65 with at least ten (10) full years of service credit. The District's contribution shall be $7,000 plus 50% of the amount of the premium over $7,000 for a Blue Cross plan. Such contribution shall commence upon such early retirement during the term of this Agreement and shall terminate upon age 65.

4. The District's obligations under this Article are limited to the payment of the above-indicated sum. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans and are to be resolved between the carrier and the unit member. All disputes with respect to the carriers' administration of such programs are not the responsibility of the District and are not subject to the grievance procedures of Article V of this Agreement. However, the District shall, whenever appropriate, offer aid and assistance to the unit member in obtaining proper service from the carriers.

B. PERS Pickup:

The District shall implement the "PERS Pickup" to enable unit members to defer income taxes on the District's PERS Contributions.

C. Section 125 Plan:

The District shall offer unit members participation in an Internal Revenue Code Section 125 Plan, with administrative expenses thereof to be borne by the District.

D. SISC Defined Benefit Plan:

Part-time unit members, who do not qualify for PERS and who are hired May 1, 1994, or after, shall become participants in the SISC Defined Benefit Program. The contribution rate to be paid by the Defined Benefit Plan shall be as determined by the Defined Benefit Plan with annual actuarial valuations.

E. Life Insurance:

The District shall purchase a $10,000 group life insurance policy covering each unit member enrolled in a qualifying insurance plan. The District shall contribute 100% of the cost of this policy on behalf of each

regular full-time unit member. The contribution on behalf of part-time unit members working 20 hours per week or more shall be prorated in the proportion that their weekly assignment bears to full-time if they also choose to participate in the health insurance package. The unit member must contribute the balance of the cost. The group life insurance policy is an independent fringe benefit, not calculated as part of the District/employee health benefit package.

F. Chart of Health Plans:

A copy of the health medical plans available through SISC (Self Insured Schools of California) shall be updated annually with the current information and shall be posted on the District website.

ARTICLE XII - PAY AND ALLOWANCES

A. Rates of Pay

The California School Employees Association salary schedule shall be as attached to this Agreement as Attachment 1. Summer School will be paid at the employee's current pay rate.

The regular rate of pay for purposes of computing overtime, vacation pay, paid leaves and the like shall include any split shift differential. All unit members will receive the following increase in salary, without contingencies:

1. Salary 2026-2027: The 2025-26 salary schedules, including hourly pay, shall be increased by two percent (2%) for all unit members effective July 1, 202~~5~~6. If 2026 property taxes come in at 5% or higher, salary schedules, including hourly pay, shall be increased by an additional one percent (1%) for all unit members retroactive to July 1, 2026. In the event that the District settles negotiations with any other employee group for a higher total compensation percentage CSEA members shall receive an equivalent total compensation percentage.
2. The Parties agree to add an additional step to all CSEA salary schedules at year 24 at a two percent (2%) increase over step 19.

B. 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.

C. Payroll Errors

Any payroll error resulting in an incorrect underpayment shall be corrected as soon as practicable after discovery thereof, and normally will be remedied by a supplemental warrant within five (5) working days. If the error resulted in overpayment, the amount in question shall be deducted from subsequent warrants via a mutually agreed upon written repayment agreement in a reasonable manner so as to minimize hardship to the unit member.

D. Initial Placement on Salary Schedule

1. Initial placement on the salary schedule will be made in accordance with the Personnel Commission Rules and Regulations.

2. A candidate for employment, or a bargaining unit member who has been offered a position, may appeal the decision of the Director of Human Resources in regard to their initial salary placement. The bargaining unit member shall have the opportunity to present their case in writing and orally at a regular meeting of the Personnel Commission.

3. For bargaining unit classifications where recruitment efforts have indicated difficulty in recruiting at the first step of the salary range, an accelerated hiring rate may be set, with the approval of the Superintendent and the Personnel Commission, at any step of the schedule of the class. If an accelerated hiring rate is approved, all current unit members in the class shall be advanced to that rate and shall begin a new cycle of step advancement.

E. Step Advancement

1. All permanent unit members shall receive their step increase annually on July 1 until they reach the top step of the salary schedule.

2. All probationary unit members who successfully complete their probationary period during the period from July 1 to December 31, will receive a step increase on the first of the applicable month, and receive all subsequent step increases on July 1 of the next calendar year. Example: A unit member completing probation on November 12, 2025, would receive a step increase on December 1, 2025 (after six months, or 130 working days), and would receive their next step increase on July 1, 2026 (seven months later); one step increase per calendar year.

3. All probationary unit members who successfully complete their probationary period during the period from January 1 to June 30, shall receive a step increase on the first of the applicable month, and receive all subsequent step increases on July 1 of the next calendar year. Example: A unit member completing probation on March 16, 2025, would receive a step increase on April 1, 2025 (after six months, or 130 working days), and would receive their next step increase on July 1, 2026 (fifteen months later); one step increase per calendar year.

4. Unit members who receive a promotion or demotion and new placement on the salary schedule will retain their July 1 step increase date.

F. Placement After Leave of Absence:

Unless the leave of absence taken provides that the break in service will be disregarded, the unit member upon return from a leave of absence will resume the step placement and advancement on the range as if the leave had not been taken, but unpaid leave time will not be counted for step-advancement purposes.

G. Promotional Increases:

Upon promotion to a higher paid classification, a unit member shall be placed at a step in the new class range which will insure a 5% increase above the unit member's previous rate for any promotion of one range. The unit member will be given an additional 1% for each range beyond the initial 5% one-range increase, up to a maximum of 10% (total), and placed on the appropriate step of the salary schedule. If the increase falls between steps, then the increase will be placed at the higher level. Additional step advancement shall be as noted in Section E above. For the purpose of this rule, appointment of an unit member to a class with a salary range equal to or below his current range shall not be considered a promotion and shall not warrant a salary increase; in such cases, placement will be made on the same rate formerly earned by the unit member, not to exceed the maximum of the range of the class to which he is appointed.

H. Placement When Demoted:

A unit member who requests a voluntary demotion, or is demoted due to discipline, shall be placed on the step of the range of the lower class which is calculated by a 1% decrease for each range below the original range. If the decrease falls between steps, then the decrease will be placed at the lower level. The unit member shall retain the July 1 step advancement date established in the higher class.

A unit member who accepts a demotion at the request of the District shall be placed on the step of the range of the lower class which is closest to the rate earned in the higher class, provided that the unit member shall not receive a salary increase thereby.

I. Mileage, Lodging and Meal Reimbursement:

Unit members shall be afforded such mileage, lodging and meal reimbursements as they are provided under applicable Board Policies and Regulations, including any subsequent improvements in said rules.

J. Working Out of Classification:

When unit members are assigned to work in higher range positions for an absent unit member, a vacant position, or due to a reduction in workforce and includes duties not outlined in their current classification, for more than three (3) working days within a ten (10) calendar day period, they shall be paid for the entire period they are required to work out of classification at Step A on the salary range of the absent unit member, or on that step which will give them a minimum of a 5% increase over their regular rate of pay, whichever is greater. Out of Class assignments will require mutual written agreement between the employee and supervisor in advance of the duties being assigned.

When a unit member believes they are being required to work out of classification in violation of the preceding paragraph, the unit member shall report the fact in writing within ten (10) working days following awareness of the incident to the supervisor, within a given school year. If not resolved with the supervisor, the unit member should discuss this with the Director of Human Resources, who shall immediately investigate. After review, the Director shall take such action as necessary based upon the facts. If the unit member is still not satisfied by the decision, they may appeal the decision to the Superintendent or designee, who shall provide their decision in writing. If the unit member is still not satisfied by the decision, they may utilize their grievance rights as outlined in Article 5 of the CBA. This rule shall not be construed as permitting a unit member to refuse to perform duties legally assigned by competent authority.

K. CSEA Professional Growth Program

1. Guidelines:

a. The Professional Growth Program is designed to encourage CSEA unit members to upgrade their skills while at the same time achieving a measure of personal growth and to help cover costs of an activity for which a CSEA unit member (not a District Supervisor) is the initiator or requisitioner.

b. The CSEA Professional Growth Fund covers costs for substitutes, registration, meals, lodging, mileage and tuition (except that costs for transcripts or educational credit for classes, courses, workshops, etc., are to be paid by the unit member). Released time may also be provided at District option.

c. Eligible Professional Growth Activities include the following:

Conferences	Visitations
Workshops	Lectures/Demonstrations
Classes/Courses	

d. It is understood and agreed the District will underwrite the costs of such implementation during each school year of the contract up to the amount of $10,000. The maximum amount allowed for approved Professional Growth Activities within the District is $450.00 for any one full-time unit member per year and is prorated for less than full-time unit members on the basis of hours worked per day.

e. Eligibility is limited to those unit members who have successfully completed their probationary period in the District in the CSEA unit.

2. Application Procedure:

a. The CSEA unit member submits a request to his/her immediate supervisor listing all pertinent data including justification based on job-relatedness of activity.

b. After the initial review, the immediate supervisor will indicate his/her recommendation on the request and forward it to the Superintendent or designee for approval or disapproval.

c. Approval for unit members to attend a Professional Growth Activity is on a first-come, first-served basis. Failure to approve a request shall not be subject to the grievance procedures of

Article V. If the approval is denied for any reason, the unit member may request a written explanation, and may also request a review conference with the Director of Human Resources.

d. The District shall, upon request, make available for review (by the Secretary of Chapter 89) all request forms. The District shall also furnish to the CSEA Chapter 89 Secretary a copy of the monthly printout which shows the expenditures and balances for this program.

L. Additional Training:

A supervisor and unit member may agree that a class, after working hours, is beneficial to the position held by the unit member, and that the unit member will receive one hour of compensation time for each hour in class up to one half of the time spent in class. Such requests must be submitted and approved by the supervisor prior to the class.

M. Duty Premiums and Stipends:

For duties not specifically listed in a unit member's job description, the following additive compensation premiums (pensionable, if allowed under CalPERS) shall be paid to the unit member:

1. Intensive Program Stipend (IPS): Unit members working as a Special Education Paraeducator I or II, substituting or covering in an intensive program, will receive additional compensation of $15 per day.

a. Intensive program positions are identified by Student Support Services and include the following characteristics:

i. A unit member assigned to a 1:1 or 2:1 program requiring extensive training due to intensive, escalated behaviors that could harm the student or others

ii. Specialized professional development leading to certification as deemed appropriate by Student Support Services

iii. The implementation of highly specialized curriculum

iv. Following precise directions provided by the Special Educator managing the IEP or Non Public Agency.

b. A unit member substituting in an IPS-eligible position shall receive proper and adequate training provided by the District to perform these services.

2. Toileting/Diapering: If not indicated in the job description, a unit member with this responsibility shall receive proper and adequate training provided by the District to perform these services. They shall receive additional compensation of $15 per day as long as they are assigned the responsibility of assisting a student requiring toileting/diapering

3. Service Animal: A unit member with the responsibility of monitoring a student assigned a service animal shall receive proper and adequate training provided by the District to perform these services. They shall receive additional compensation of $15 per day as long as they are assigned the responsibility of assisting a student who is assigned a service animal.

4. Volunteers for Medication Administration

The San Luis Coastal Unified School District ("District") and the California School Employees Association, Chapter 89 ("Association") hereby understand and agree to the following provisions regarding the use of volunteers for the administration of emergency "PRN" medications (such as medications to treat Seizure Disorder or Type I Diabetes).

For the purposes of this Agreement, the following definitions shall apply:

a. "Licensed health care professional" means a certificated school nurse or licensed health care professional whose licensure permits administration of the medications covered by this Agreement and is designated by the District to be the supervisor for the administration of permitted medications.

b. "Unlicensed school personnel" means a bargaining unit member who volunteers to administer medications permitted under this Agreement, does not possess the required license to administer those medications; and, whose job description does not specifically outline the administration of those medications. All volunteers under this category shall be designated by District administration to provide this service.

c. "PRN (pro re nata) medications" are medications that are administered to students on an "as needed" basis. For this Agreement, PRN medications are those used in an emergency, and may include, but not be limited to: Glucagon, Bagsimi, Klonopin, Midazolam, Diastat, or Saphris.

The parties agree on the following provisions:

a. The District shall comply with all provisions found in law, including but not limited to:
   i. Education Code sections 44877, 49400, 49422 (a), and 49423;
   ii. Code of Federal Regulations (CFR) Title 21; and, the
   iii. California Code of Regulations, Title 5, involving the administration of medications to students of the District.

b. The District shall keep records on the following:
   i. securing permission from parents for the use of "unlicensed school personnel" in the administration of emergency PRN medications.
   ii. soliciting volunteers from the Association bargaining unit:
   iii. training record for those volunteers; and
   iv. statement of competency of the volunteer
   v. These records shall be available to the Association upon request.

c. Unlicensed school personnel volunteers shall only be utilized to administer permitted medications in emergency situations as allowed under law. These volunteers shall not administer any

medications that require a medical assessment or dosage adjustment before administration. Volunteers must be able to recognize a need in the student. If medication is administered in an emergency situation, a call is also generated to "911" emergency medical services at that time.

d. Volunteers permitted under the provisions of this Agreement and law shall:

i. Annually complete and sign a statement verifying that they are volunteering and are not in any way being pressured to volunteer

These records shall be provided to the Association upon request

ii. Receive training from a "licensed health care professional" at district expense during their normal work hours (or be paid to participate on off-duty time at the appropriate rate of pay). Once adequate training has been provided, the volunteer will receive a statement of competency by the "licensed health care professional" as being qualified to perform that service;

iii. Be retrained should the volunteer not administer permitted medications within the prior two (2) years;

iv. Receive an updated care plan and review the emergency kit with a licensed health care professional annually. Information will include the student's name and date of birth; name of medication; amount or dose of medication; method of administration, and possible side effects of the administration;

v. Receive copies of any changes to the prescribed medication and/or procedures;

vi. Receive District paid or provided cardiopulmonary resuscitation (CPR) training from a recognized source of such training, such as the American Red Cross or SIPE (Schools Insurance Program for Employees);

vii. Be provided with full legal defense and indemnification by the District for any and all civil liability for the administration or failure to administer permitted medications while acting within the scope of his or her employment with, or duties for, the San Luis Coastal Unified School District.

viii. Receive an annual Critical Care Differential Premium: (which is CalPERS pensionable) for the training and administration of emergency PRN, in the amount of $200 once the volunteer is deemed competent by the licensed health care professional.

ix. The volunteer shall be available during their work hours to provide emergency services as described herein, if needed.

x. Any disputes regarding the provisions of this Agreement shall be resolved utilizing the grievance procedures outlined in the Collective Bargaining Agreement.

N. <u>Bilingual Premiums</u>

1. If a unit member is in a position where bilingual skills, including basic sign language, are used in order to complete their assigned duties on a daily basis, the bargaining unit member in that position shall receive a 2.5% bilingual premium. Bilingual skills are based on bilingual conversational competency as demonstrated by an examination to be given by the District within thirty (30) days of the requirement with

the Bilingual Premium being retroactive to the date they were first asked to perform bilingual services in the current fiscal year.

2. If a unit member is in a position that requires oral and written communications including creating correspondence and other documents, the unit member will receive a 5% premium over their regular pay. Bilingual skills are based on bilingual oral and written competency as demonstrated by an examination to be given by the District within thirty (30) days of the requirement with the Bilingual Premium being retroactive to the date they were first asked to perform bilingual services in the current fiscal year. This compensation shall be considered pensionable compensation as special assignment pay, if allowed under CalPERS. Bargaining unit position job descriptions which require bilingual skills are exempt from this premium as compensation for bilingual skills has been reflected in that classification's salary range.

O. Additional Assignments in Designated Classifications:

When unit members in regular part-time positions accept an additional regular assignment in a position at a lower pay rate, the additional assignment will be paid at the unit member's rate of pay for their primary position in that unit.

P. Extra Duty Assignments:

Unit members who accept Extra Duty assignments (i.e., coaching) outside of their normal work day and scope of responsibilities, will be paid, per the Classified Extra Duty Pay Schedule located on the District's HR website.

Q. Athletics Longevity Bonus

1. 25% of coaching stipend beginning the sixth (6) year.
2. 50% of coaching stipend beginning the eleventh (11) year.
3. Athletic longevity bonuses are sport-specific, and members coaching multiple sports are entitled to a potential bonus for each sport coached during the school year.
4. Although these bonuses are sport-specific, they are not level-specific. (eg. Frosh/JV/Varsity years of experience, or 7th/8th grade years of experience for the same sport all count toward longevity.)
5. Years of experience do not have to be continuous.
6. Current bargaining unit members who are also on-campus coaches will be immediately eligible for these longevity bonuses using years already accrued within SLCUSD upon the starting date of the CBA.

R. Reclassification

Employees requesting a reclassification study must submit the written request to the Human Resources Department by November 30th of each school year. Such reclassification requests may not be filed earlier than two years since the last requested review. Should an employee be reclassified, their seniority/effective date in the new classification shall be the date their most recent request is approved by the Personnel Commission.

1. Employees will fill out an agreed upon District Form for reclassification and submit the reclassification to their direct supervisor and the Human Resources Department. The promotional probation period, per

Article IX, Section A Evaluations, does not apply to employees who are reclassified.

2. Within thirty (30) work days of the initial request, the Human Resources Department will meet to interview the employee who requested the reclassification and their direct supervisor.
3. A desk audit will be conducted by the Human Resources Department within the sixty (60) working days

of the initial request.

4. A written decision will be delivered to all parties above within ninety (90) working days of the initial request. Absent a timely appeal (as outlined in section 5 below), the decision of the Human Resources Department shall be final and binding. If the creation of a new position/classification is warranted, CSEA shall be notified in writing and provided an opportunity to give feedback on the new job description.
5. If the employee is denied a reclassification, the employee may appeal to the personnel commission within ten (10) working days of receipt of the written decision.

ARTICLE XIII - LAYOFF AND REEMPLOYMENT

A. Definition:

Layoff is defined as any reduction in assigned daily hours and/or work year due to lack of work or lack of funds. The decision to reduce any assignment is negotiable as are the effects of any layoff and/or reduction.

B. Notice of Layoff:

Procedures for layoff notification and right to hearing of permanent employees are outlined in Education Code section 45117.

A permanent employee whose employment will be terminated as a result of the expiration of a specially funded program shall be given written notice not less than sixty (60) calendar days prior to the effective date of layoff. Employees shall be informed of their displacement (bumping) rights, if any, and reemployment rights in an individual meeting where these rights are explained to the unit member. Individual meetings shall include an Association representative.

The District and Association shall meet to review and agree upon each affected unit member's displacement rights prior to written notices of layoff being distributed.

C. Order of Layoff:

Whenever a unit member is laid off, the order of layoff within the class shall be determined by seniority. Layoff shall be made in reverse order of seniority. The unit member who has the least seniority in the classification shall be laid off first.

D. Seniority:

Seniority shall be based on the date of hire in the classification and shall include time in any higher classification. If two or more unit members are subject to layoff or reduction and have equal length of service in their classification, the unit member with the earliest District hire date shall be considered the most senior. If their District hire date is equal, determination shall be by lot. Lot shall be defined as the unit member with the highest number based on the last 4 digits of the social security number will receive the higher seniority (for example, 5819 is higher than 3515). Should the digits (and therefore, the number created) be identical, the first number to the left will be included (for example, 65819 would be higher than 55819). Periods of separation from the District due to duly granted leaves of absence or layoff are to be counted towards a unit member's seniority

E. Bridging:

Unit members who are reemployed during their reemployment period, shall retain their seniority (within prior classification and original hire date) and shall not be considered to have had a "break in service." The unit member shall return to their prior status at the time of layoff for purposes of salary schedule placement, probationary period, vacation accrual, and sick leave accrual.

F. Rights of Unit Members Laid Off for Lack of Work or Funds

1. Displacement (Bumping) Rights:

A unit member displaced or laid off from his present class may bump into a position in the same class if they hold more seniority than another unit member in the same class. The right to bump shall not be allowed if

there is a vacant position of equal or greater assigned daily hours and/or work year in the unit member's class to which s/he can be assigned.

A unit member shall have bumping rights to displace the least senior unit member in the same classification so as to minimize loss of assignment hours per day and/or work days per year.

If no positions exist, the unit member may, in lieu of layoff, bump into the next lower class in which the unit member has previously served and in which the laid off unit member has greater seniority.

Unit members shall have two (2) working days from the date of contact to accept or reject any displacement rights they are offered.

Any unit member who is bumped by a unit member with greater seniority shall have bumping rights as though s/he were laid off for lack of work or funds.

Provisional, substitute, limited-term, and emergency employees shall have no bumping rights.

2. Voluntary Demotion:

In lieu of layoff, unit members may voluntarily demote to a vacant position in a class not previously held provided that the unit member possesses the minimum qualifications for the classification.

A unit member who is demoted in lieu of layoff shall be placed on the step of the salary range of the lower class that is closest to his present salary in the class from which s/he was demoted, provided that s/he shall not receive a salary increase thereby.

A permanent unit member who demotes into a lower class shall retain permanent status.

3. Reemployment:

Unit members laid off or demoted pursuant to this Article shall be placed on the reemployment list for the class from which they were laid off or demoted. Names on the reemployment list shall be in order of seniority with the person who holds the highest seniority being offered the first opportunity for reemployment. The person offered reemployment shall have three (3) working days from the date of contact to accept or decline. Unit members who are laid off shall have reemployment rights for no less than 39 months from the effective date of layoff. Unit members who elect to remain employed in a position or assignment less than their original position or assignment shall have reemployment rights for an additional 24 months (total of 63 months). Unit members will be responsible to provide current contact information to the Human Resources Department.

Former unit members who are on a reemployment list and are interested in filling a vacancy in a classification in which they have not served, shall contact the Director of Human Resources to determine

their ability to meet the minimum qualifications for that vacancy. The District shall adhere to all reemployment rights found in California law and as interpreted by the judicial system.

When there is an existing reemployment list, any positions that were eliminated due to lack of work or lack of funds shall not subsequently be filled by limited term, substitute, or provisional employees, volunteers, or work experience/work study students.

4. Work as a Substitute:

Unit members who are laid off may request to be placed on the substitute list and shall be given preference for assignments as a classified substitute.

G. Additional Provisions:

When the duties assigned to an eliminated or reduced position must reasonably be reassigned to another unit member, the supervisor shall meet with the unit member to discuss the changes to his assigned duties, workload, expectations, and to set priorities to ensure that the workload assigned can reasonably be accomplished.

ARTICLE XIV - SEPARABILITY AND SAVINGS

A. Savings Clause

If any provision of this Agreement should be held invalid or be restrained by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

B. Replacement for Severed Provision

In the event of invalidation or restraint of any article or section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination with regard to a means of compliance with the suspension or invalidation, including possible replacement of the severed or invalid portion.

ARTICLE XV - ENTIRE AGREEMENT

A. The District shall not be bound by any requirement which is not expressly and explicitly stated in this Agreement. Specifically, but not exclusively, the District is not bound by any past practices of the District or understandings with any employee organization or council, unless such past practices or understandings are specifically stated in this Agreement.

B. The Association agrees that this Agreement is intended to cover all matters relating to wages, hours and all other terms and conditions of employment, and that during the term of the Agreement the parties shall meet periodically, and upon request of either party, to discuss matters of mutual concern.

   It is expressly understood that nothing herein will preclude access to the Personnel Commission regarding salary reclassifications.

C. Nothing in this Agreement limits the Association's ability to negotiate mandatory subjects of bargaining as allowed under California statutes.

ARTICLE XVI - ORGANIZATIONAL SECURITY

It is the expressed intention of the parties that the provisions of this article respectfully balance the rights of the individual unit members as referenced in Government Code Section 3543, and the rights of the Association pursuant to Government Code Section 3543.1.

A. Association Membership:

Unit members covered by this Agreement may voluntarily choose to be in the Association. Association members shall be assessed dues as a voluntary payroll deduction, described in subdivision B, below. The District shall comply with applicable laws concerning communication regarding Association membership, any changes to dues deductions, and recognition of an unit member's status as an Association member or not.

B. Dues Deduction:

With respect to dues deduction, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made. There shall be no charge to the Association for such deductions. The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) calendar days after such deductions are authorized.

C. Hold Harmless Provision

1. The Association agrees to defend, hold harmless, and indemnify the District, its officers and agents for all legal fees and other costs incurred after notice to the Association in defending against any court or administrative action challenging the legality of the organizational security provisions of this Agreement or implementation thereof, provided the District has complied with the terms of this article and has promptly notified the Association of the existence of such action.

2. The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed to the extent permitted by law; this provision is not meant to in any way limit any obligation the Association may have, under the law, to defend, indemnify and hold harmless the District.

ARTICLE XVII - TERM OF AGREEMENT

A. This agreement shall be effective for the period July 1, 2025 to June 30, 2028.

B. The Association and the District shall meet upon the request of either party to discuss matters of mutual concern and to discuss the impact of any new legislation that falls within the required scope of negotiations.

C. The parties agree to reopen negotiations on Article XI (Fringe Benefits) and Article XII (Pay and Allowances) in the second and third year of this Agreement. Reopeners shall be limited to two (2) additional Articles of each Parties selection, unless both parties agree in writing to expand the scope. Notice of intent to reopen must be submitted no later than April 1st preceding the fiscal year in which the reopener will take effect.

ARTICLE XVIII - WORKPLACE SAFETY

A. Unit members shall not be required to work under unsafe conditions. Unit members shall report any unsafe or unhealthy conditions promptly and directly to their supervisor.Employees shall report immediate concerns to their supervisor for evaluation prior to leaving the workplace. The District shall conduct an investigation of employee reports and take appropriate corrective measures. Unit members shall be safety conscious in their own conduct and actions and cooperate with the District in implementation of its safety program. No reprisals shall be taken against the employee who reports a safety concern. The District shall provide CSEA a monthly update.

B. The CSEA Chapter 89 Executive Board shall appoint one unit member to the District Safety Committee. District Safety Committee minutes shall be distributed to and posted on the District website within five (5) work days of the meeting. In instances when CSEA is unable to secure volunteers for the District Safety Committee, the committee's work will continue uninterrupted.

C. A unit member shall immediately report any assaults in connection with their employment to the immediate supervisor who shall immediately report the incident to the appropriate law enforcement agency as required by law. With unit member name redacted, the District shall notify CSEA monthly of all reported Workplace Violence incidents where a unit member requires medical treatment beyond the care provided by the District as a result of assault by a student.

   With unit member name redacted, if law enforcement responds to an incident, the District shall notify CSEA within ten (10) business days of receiving a completed site incident report. The unit member will self-report the same information in the Incident Report/Workplace Violence Prevention report.

D. Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to ensure the safety of the employee or others, the District agrees to furnish such equipment or gear.

Hourly Rate of Pay

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
2026-27 (25-26 + 2%)

Position	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24
Counseling Aide																									
PE Aide																									
Instructional Aide	209	19.18	20.14	21.14	22.20	22.64	23.10	23.56	24.03	24.51	25.00	25.50	26.01	26.53	27.06	27.60	28.16	28.72	29.29	30.17	30.17	30.17	30.17	30.17	30.78
EL Instructional Aide	211	20.14	21.15	22.21	23.32	23.79	24.26	24.75	25.24	25.74	26.26	26.79	27.32	27.87	28.42	29.00	29.58	30.16	30.77	31.69	31.69	31.69	31.69	31.69	32.32
Before & After School Program Coord	215	22.25	23.36	24.53	25.76	26.27	26.80	27.33	27.88	28.43	29.00	29.59	30.17	30.78	31.39	32.02	32.67	33.32	33.99	35.01	35.01	35.01	35.01	35.01	35.71
Special Educ Paraeducator I*	216	22.80	23.94	25.14	26.39	26.92	27.45	28.01	28.57	29.14	29.72	30.32	30.93	31.54	32.17	32.81	33.47	34.14	34.82	35.87	35.87	35.87	35.87	35.87	36.59
Special Educ Paraeducator II*																									
Library Media Center Assistant	218	23.97	25.17	26.42	27.74	28.30	28.87	29.44	30.03	30.64	31.25	31.87	32.51	33.16	33.82	34.50	35.19	35.89	36.61	37.71	37.71	37.71	37.71	37.71	38.46
Educational Transcriber																									
Registrar																									
Office Assistant	219	24.56	25.80	27.08	28.43	29.01	29.59	30.17	30.78	31.40	32.03	32.67	33.32	33.99	34.67	35.36	36.07	36.79	37.52	38.64	38.64	38.64	38.64	38.64	39.42
Paraeducator III*	220	25.18	26.43	27.76	29.14	29.73	30.33	30.94	31.56	32.18	32.82	33.48	34.15	34.83	35.53	36.24	36.96	37.71	38.46	39.61	39.61	39.61	39.61	39.61	40.40
Accompanist																									
Student Body Account Clerk																									
Student Advocate																									
Lead Paraeducator																									
College/Career Specialist	221	25.81	27.09	28.44	29.87	30.46	31.08	31.70	32.33	32.98	33.64	34.31	35.00	35.70	36.41	37.14	37.88	38.64	39.42	40.59	40.59	40.59	40.59	40.59	41.40
Licensed Nurse																									
Career Pathways Specialist																									
High School Vice Principal's Assistant																									
Campus Security Officer	223	27.10	28.46	29.89	31.38	32.01	32.65	33.30	33.97	34.65	35.34	36.05	36.77	37.50	38.25	39.01	39.80	40.59	41.40	42.65	42.65	42.65	42.65	42.65	43.50
Continuation Principal's Assistant																									
Elementary Principal's Assistant																									
Special Education Data Technician																									
Accounts Payable Technician *^	224	27.78	29.18	30.63	32.16	32.80	33.46	34.13	34.81	35.51	36.22	36.94	37.68	38.44	39.20	39.99	40.79	41.60	42.43	43.71	43.71	43.71	43.71	43.71	44.59
Library Media Center Technician																									
Secondary Principal's Assistant	225	28.45	29.88	31.37	32.95	33.61	34.27	34.95	35.66	36.37	37.10	37.84	38.60	39.36	40.16	40.96	41.77	42.62	43.46	44.77	44.77	44.77	44.77	44.77	45.67
Administrative Assistant	227	29.91	31.40	32.98	34.63	35.32	36.02	36.74	37.48	38.22	38.99	39.77	40.57	41.37	42.21	43.05	43.91	44.78	45.68	47.05	47.05	47.05	47.05	47.05	47.99
Computer Technician	229	31.42	33.00	34.65	36.38	37.11	37.85	38.60	39.37	40.17	40.97	41.78	42.63	43.47	44.35	45.24	46.14	47.06	48.01	49.44	49.44	49.44	49.44	49.44	50.43
Facilities Analyst																									
Account Technician																									
Payroll Specialist*	230	32.20	33.81	35.50	37.28	38.02	38.79	39.56	40.35	41.16	41.98	42.83	43.68	44.55	45.44	46.35	47.28	48.22	49.19	50.67	50.67	50.67	50.67	50.67	51.68
Audio Visual Technician																									
Student Database Specialist	231	33.03	34.68	36.41	38.23	38.99	39.78	40.57	41.38	42.21	43.05	43.92	44.79	45.69	46.60	47.53	48.48	49.45	50.44	51.95	51.95	51.95	51.95	51.95	52.99
Lead Payroll Specialist*																									
Facilities Analyst II	234	35.55	37.33	39.20	41.16	41.98	42.83	43.68	44.56	45.44	46.35	47.28	48.22	49.19	50.17	51.17	52.20	53.24	54.31	55.94	55.94	55.94	55.94	55.94	57.06
Network Specialist*	236	37.36	39.22	41.19	43.24	44.10	44.99	45.89	46.80	47.74	48.70	49.68	50.67	51.67	52.72	53.77	54.84	55.94	57.05	58.77	58.77	58.77	58.77	58.77	59.95
Educ. Interpreter for the Deaf	238	39.23	41.20	43.26	45.41	46.33	47.26	48.19	49.16	50.14	51.15	52.17	53.21	54.28	55.36	56.47	57.60	58.75	59.93	61.72	61.72	61.72	61.72	61.72	62.95
Occupational Therapist*	250	52.79	55.42	58.20	61.11	62.33	63.57	64.85	66.15	67.47	68.82	70.20	71.60	73.03	74.49	75.98	77.50	79.05	80.63	83.04	83.04	83.04	83.04	83.04	84.71

Approved by the Board of Education: June 16, 2026
Effective July 1, 2026

ATTACHMENT 2

SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
CHART OF PREMIUMS

Premium Type	Premium Amount*	Article & Section
Bilingual Premium (Oral and Written)	5.00%	Article XII-Pay & Allowances Section N, 2
Bilingual Premium (Oral)	2.50%	Article XII-Pay & Allowances Section N, 1
Call-Back Pay	2 hours of pay in addition to appropriate compensation for the time actually worked	Article VII-Hours of Employment Section C
Extra Duty Assignments Outside Regular Work Hours	1 additional hour of pay at their current hourly rate for extracurricular activities	Article VII-Hours of Employment Section D.
Diapering/Toileting	$15/day	Article XII-Pay & Allowances Section M, 2
Emergency Medication Training and Administration	$200 annually	Article XII-Pay & Allowances Section M 4 d viii
Intensive Program Stipend	$15/day	Article XII-Pay & Allowances Section M, 1
Service Animal	$15/day	Article XII-Pay & Allowances Section M, 3
Shift Differential (If 1/2 of a member's workday is scheduled after 5:00 p.m.)	5.00%	Article VII-Hours of Employment Section I
Shift Differential (work day beginning before 6:00 a.m.)	2.00%	Article VII-Hours of Employment Section I
Split Shift Differential	5% increase on the salary schedule above what the unit member would otherwise receive	Article VII-Hours of Employment Section H

***All premium amounts are subject to the terms listed in the CSEA agreement.**