AGREEMENT BETWEEN THE
SAN YSIDRO SCHOOL DISTRICT AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SAN YSIDRO CHAPTER NUMBER 154

July 1, 2025 – June 30, 2028

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ARTICLE 1. TERM OF AGREEMENT AND SIGNATORY PAGE

The articles and provisions contained herein constitute an agreement between the governing board of the San Ysidro School District ("District") and California School Employees Association ("CSEA") and its San Ysidro Chapter 154, an employee organization. The California School Employees Association and The San Ysidro Chapter 154, shall hereinafter be referred to as "CSEA" or "Association".

Subject to ratification by the California School Employees Association and its San Ysidro Chapter 154 and approval by the San Ysidro School District Board of Trustees, the parties have tentatively agreed to a successor Agreement for the period of July 1, 2025 through June 30, 2028.

This Agreement signed and entered into this 20th day of July 2026.

Date: July 20, 2026

For CSEA:

Fernanda Rios

Leo Good

Wendy Rodriguez

Nwana A. Gonzalez

Guadalupe Barrera

Ernesto Marquez

Rodrigo Mendoza

Date: 7/20/2026

For District:

Efrain Burciaga

Marilyn Adrianzen

ARTICLE 2. RECOGNITION

A. The District recognizes the CSEA to be the exclusive representative of the following probationary and permanent parttime and fulltime classified employees:

Accountant Technician I
Accountant Technician II
Accountant Technician III
Accounts Payable Specialist
Administrative Clerk I
Administrative Clerk II
Administrative Secretary I
Administrative Secretary II
Administrative Secretary III
Area Production Lead
Bus Aide
Bus Driver
Buyer
Campus Aide
Campus Security
Child Nutrition Specialist
Children & Families Project Facilitator
Custodian
Data Reporting Analyst
Data Support Specialist
Delivery Person
District Translator and Interpreter
Grounds Specialist
Health Clerk
Information Computer Specialist
Information Systems Analyst
Instructional Aide
Instructional Aide, Special Education
Instructional Health Care Assistant
Instructional Media Resource Aide
Lead Campus Security
Lead Child Nutrition Specialist
Lead Custodian
Lead Gardener
Lead Maintenance
Licensed Vocational Nurse
Locker Room Attendant
Maintenance Person
Maintenance/Electrical Person
Maintenance/HVAC
Maintenance/Locksmith
Maintenance/Plumber
Mechanic
MOTF Accounting and Procurement Specialist
Network Systems Specialist
Outreach Consultant
Publication, Warehouse and Technical Supp Tech
School Administrative Assistant
Senior Payroll and Benefits Accountant
Special Education Technician
Special Program Campus Aide
Special Program Custodian
Special Program Instructional Aide
Testing Assistant
Transportation Operations Technician
Warehouse Distribution Associate

B. The unit excludes management, supervisory, and confidential employees as defined by EERA; and all substitute, temporary and short term employees.

C. Whenever the District establishes a new position in the classified service of the District and plans to designate such new position as management, supervisory or confidential, the District will notify the CSEA and give the CSEA an opportunity for input. Disputed cases may be submitted to the Public Employment Relations Board pursuant to applicable law and regulations.

ARTICLE 3. CSEA ORGANIZATIONAL RIGHTS

A. The District will deduct from the pay of CSEA members and pay to the CSEA the normal and regular monthly CSEA membership dues as voluntarily authorized in writing by the employee on the appropriate form subject to the following conditions:

1. Such deduction shall be made only upon submission of the District form to the designated representative of the District. Said form shall be duly completed and executed by the employee. The District shall also accept the certification provided by CSEA on dues deductions for bargaining unit members; if CSEA states it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization unless a dispute is raised by the employee.

2. The District shall be obliged to put into effect any new, changed, or discounted deduction providing such request is submitted by the 10th of the month to the Director of Accounting and said deduction shall commence with that month's pay period.

B. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, charitable contributions, or any other programs approved by the District.

C. CSEA shall have the sole and exclusive right as an employee organization to have membership dues deducted for employees in the bargaining unit.

D. Upon request, names, addresses, telephone numbers, site, and classification of all unit members shall be provided to the Association (as soon as practicable) unless the employee requests in writing non-disclosure of such information pursuant to Government Code Section 6254.3. A copy of such request shall be forwarded to the Association.

E. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

F. CSEA shall indemnify and hold the District harmless from any and all claims, suits or any other actions, including reasonable attorneys' fees, arising from provisions of this Article or from implementation of provisions of this Article.

G. The District shall refer all requests for changes in membership status or Victory Club Status to the CSEA San Diego Field Office (858) 202-2624 or the bargaining unit's assigned CSEA Labor Relations Representative. The District shall not cancel an employee's dues deduction or Victory Club deduction without CSEA authorization.

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

1. The right of access at reasonable times to areas in which employees' work, the right to use institutional bulletin boards, mailboxes, and other means of communication such as district email, subject to reasonable regulation, and the

right to use institutional facilities at reasonable times for the purpose of meetings, concerned with the exercise of rights guaranteed by the EERA.

2. The right to review bargaining unit employee's personnel files and any other records dealing with employees when accompanied by the bargaining unit employee or on presentation of a written authorization signed by the bargaining unit employee.

3. The right to be supplied with a complete "hire-date" seniority roster of all bargaining unit employees every year. The roster shall indicate the employee's present classification and primary job site.

4. CSEA shall be entitled to designate up to seven (7) representatives for the purpose of negotiations without loss of compensation. Whenever possible, CSEA Representatives should attend to CSEA business outside the normal work hours so as to minimize disruptions to the business and operation of the District. However, CSEA representatives shall be allotted a total of twenty-eight (28) hours, in thirty minute increments or more, per month to attend to CSEA business that could not be addressed outside normal work hours. These hours can be carried over from month-to-month, but cannot be carried over from fiscal year to fiscal year. CSEA representatives shall provide immediate supervisor with a minimum of twenty-four (24) hours prior notice for all CSEA activities occurring within normal work hours.

5. The District agrees to provide reasonable periods of release time with pay for the purposes of processing grievances, representation of bargaining unit members and discipline. This release time shall be granted to the chapter president and all job steward representatives and any other person authorized of the CSEA.

6. The District shall provide up to ninety (90) minutes of release time for any employees who are working during a scheduled chapter meeting for the sole purpose of attending that chapter meeting. Members who will attend the meeting shall submit written notice to their immediate supervisor of their need for release time no less than twenty-four (24) hours in advance. Chapter meetings shall continue to be scheduled at times that are least disruptive to the operations of the District.

7. The District agrees to print material, including this collective bargaining agreement, for CSEA on its offset printing press.

I. The district shall provide a temporary office space, which could change annually based on availability, to CSEA where confidential meetings can be held and confidential files can be stored until a permanent location has been selected.

J. Organizational Leave CSEA shall be entitled to send no more than four (4) delegates to the single annual CSEA Conference. Delegates shall receive paid leave for workdays missed while in actual attendance at the Conference. Requests for such leave must be submitted six (6) weeks prior to the Conference.

K. A CSEA representative shall, without loss of pay, conduct a contract orientation session for newly hired bargaining unit members. Contract orientation sessions shall be limited to

once per month for newly hired bargaining unit members. Such contract orientation session shall be held during employee(s) working hours, but it shall be limited to one hour and it shall be mutually scheduled by CSEA and the District. Best efforts shall be made for the orientation session to take place prior to the new employee being Board approved and beginning work.

1. The District will provide reasonable release time to CSEA Leaders designated by the CSEA President to participate in 1 on 1 employee orientation sessions.

    a. Unit members being orientated shall receive one (1) hour duty-free to be orientated by CSEA.

L. The District shall provide reasonable release time to the CSEA bargaining team to prepare and review proposals.

ARTICLE 4. DISTRICT RIGHTS

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of the Agreement.

B. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives, ensure the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, and take any action on any matter in the event of an emergency. The Board also retains the rights to hire, classify, layoff, evaluate, promote, terminate, and discipline employees. In addition, the Board retains the right to take action under this Article. Such right is subject to any demand by CSEA to negotiate anything covered within the scope of representation. Should CSEA desire to exercise its right to negotiate, the CSEA must give its initial proposal to the District within ten (10) calendar days after the CSEA was notified by the District. The District shall public notice CSEA's initial proposal. Within ten (10) calendar days after the public notice requirements have been met, CSEA and the District shall commence negotiations.

C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such express terms are in conformance with the laws of the State of California, and shall not be subject to the grievance procedures of this Agreement. Nothing in this Article or Agreement shall be construed as limiting any rights of the parties retained under the provisions of the Educational Employment Relations Act (EERA).

ARTICLE 5. NON-DISCRIMINATION

A. The parties acknowledge that the District is an equal employment opportunity/affirmative action employer.

B. The District and/or the Association shall not engage in unlawful discrimination against any unit member based on race, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, domicile, political affiliation, or membership in any employee organization, disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics

C. The District and/or the Association shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their legal exercise of the rights guaranteed by the EERA.

D. This Article is limited to matters within the scope of representation, and to discrimination prohibited under applicable federal and/or state statutes.

E. No grievance shall be processed through the Grievance Procedure by any member of the bargaining unit who pursues any other available legal remedy.

F. CSEA and its unit members with documented work restrictions have the right to have an Interactive Process Meeting (hereinafter "IPM") upon request, to determine if the employee can perform essential functions of their job with or without a reasonable accommodation.

1. CSEA shall have the right to represent CSEA unit members in IPMs initiated by either the district or the unit member.

ARTICLE 6. LEAVES

A. General

1. The District shall have the right to award leaves with or without remuneration. The District may require employees on any form of leave of absence to verify to the District's satisfaction that the entire leave is being used or was used for the reason(s) for which the leave was granted.

2. Any failure to provide verification upon District request shall allow the District to cancel such leave immediately in addition to any other remedies which may also exist.

3. All following sections shall be governed by the provisions of this Section.

B. Sick Leave

1. A full-time classified employee employed for a full workweek and a full fiscal year shall be entitled to twelve (12) days leave of absence for illness or injury. A classified employee employed for a full workweek, but less than a full fiscal year, is entitled to that proportion of 12 days as the number of months he/she is employed bears to twelve (12).

2. Sick leave for a part-time or regular hourly bargaining unit employee shall be on the basis of his/her daily hours prorated one (1) day per month of service.

3. Credit for illness and injury need not be accrued prior to taking such leave by the employee and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days or the proportionate number to which he/she may be entitled, until the first day of the calendar month after completion of six (6) months of service with the District.

4. If the employee does not utilize the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year so long as he/she remains in the employment of the District.

5. Employees covered by this Agreement shall be required to present a licensed physician's certificate verifying the personal illness or injury for five (5) or more consecutive working days of absence.

6. The District shall agree to permit Personal Illness absences in one hour increments for all bargaining unit members.

    a. Unit members who enter an absence that is not in one hour increments shall have their absence rounded up to the next hour increment.

C. Catastrophic Leave Bank

1. The District shall establish a catastrophic illness/injury leave bank to which eligible unit members may voluntarily donate earned sick and vacation leave. This donation

shall be irrevocable and shall be accomplished by the unit member completing a written form entitled Catastrophic Leave Bank Donation Form (Appendix F). A donation to the bank shall be a general donation or to a specific employee as designated by the employee making the donation. Unit members shall be permitted to make donations to the catastrophic illness/injury bank at any time during the school year.

2. A catastrophic illness/injury is defined to mean an illness/injury that is expected to incapacitate the employee for an extended period of time and taking time off from work would create a financial hardship for the employee.

3. Qualifications to make donations are as follow:

   a. The unit member must have an accumulated sick leave balance of at least ten (10) sick and/or vacation leave days at the time of donation.

   b. The eligible unit member must donate a minimum of one (1) working day of sick and/or vacation leave hours to the bank, but not more than five (5) working days of sick and/or vacation leave hours in any one (1) school year.

   c. Any unit member making a donation to a specific employee should also be deemed an eligible qualified employee if needing to benefit from the bank.

   d. Any leave donated to a specific employee under this provision that remains unused shall be returned to the general donation bank.

4. Any permanent unit member who suffers from a catastrophic illness/injury is eligible to apply for use of sick leave days from the bank, except that unit members not currently participating in the catastrophic leave bank (i.e., donating accrued and unused sick leave) may only apply for and use sick leave days from the bank in cases of extreme hardship, as determined by the Catastrophic Event/Illness Leave Bank Peer Review Committee. To be eligible for use of bank days, the unit member must have exhausted all accrued paid leave credits, including vacation. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving bank hours.

5. Hours of donations or utilization are based upon full-time employment and utilization for part-time employees shall be credited or used on a pro-rata basis. The maximum number of hours to be utilized by any one eligible unit member for a single catastrophic illness/injury shall be as follows:

   a. If the unit member has contributed one (1) day or less he/she would be eligible for up to fifteen (15) days withdrawal from the catastrophic illness bank.

   b. If a unit member has contributed two (2) days he/she would be eligible for up to thirty (30) days withdrawal from the catastrophic illness bank.

6. Maximum withdrawal from the bank in any one year shall not exceed sixty (60) days per unit member, unless specific donations have been made to the employee.

In this case, the leave shall be extended to equal the same number of days donated to the specific employee.

7. A unit member requesting use of bank hours must provide the District with written verification of the illness/injury prepared by a licensed physician.

8. Solicitation for the bank shall be administered by CSEA Chapter 154. The District shall provide all forms which are to be used for this purpose. All forms shall be forwarded to the Human Resources Department for processing.

9. Catastrophic Event/Illness Leave Bank Peer Review Committee: All employees wishing to use this Catastrophic Event/Illness Leave Bank shall submit a Classified Catastrophic Event/Illness Leave Bank Request for Withdrawal Form. This form shall be submitted to the Human Resources Department. The request shall state the maximum number of days being requested by the employee. The Catastrophic Event/Illness Leave Bank Committee shall consider the request of the employee. The committee shall consist of three (3) standing committee Members, one at large committee member and one alternate member. The standing committee members shall be the Director of Human Resources, the CSEA President, and a member of the CSEA Executive Board. The purpose of the committee shall be to verify eligibility for leave under this Article.

   The at-large member and alternate shall be selected by the CSEA Executive Board. Approval of any request shall require a majority vote of the committee members. The decision of the committee shall be final and binding and not subject to the grievance procedure of the Collective Agreement in force between the District and CSEA.

10. Employees who are granted use of the catastrophic leave bank shall be considered in regular paid status while using donated leave days. Leave granted under this Agreement will be coordinated with the fifty percent (50%) differential leave to create a full day of wages. Health and Welfare benefits will continue as applicable.

11. CSEA Chapter 154 shall hold harmless and indemnify the District from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this article.

D. **Extended Sick Leave**

1. Unit members who are absent due to their personal illness or injury for more days than their accumulated sick leave balance in a fiscal year shall be entitled to up to 100 days of Extended Sick Leave paid at 50% of the member's salary as follows:

   a. Sick leave, including accumulated sick leave from previous years, and the 100 days of Extended Sick Leave shall run concurrently.

   b. If a Unit Member has less than 100 days of accumulated sick leave and uses all of those days in a fiscal year, he or she shall be entitled to Extended Sick Leave equal to the difference between 100 days and the amount of accumulated sick leave in that fiscal year.

c. Up to 100 days of Extended Sick Leave is available in each fiscal year but unused amounts from one year shall not be carried forward into the subsequent year.

d. When an employee's absence rate appears to be excessive, or the district has reason to question the veracity of leave, the district may request a written statement from a medical advisor.

E. **Personal Necessity Leave**

1. Personal necessity leave shall be granted to an employee who has sufficient sick leave credit, for circumstances that in the opinion of the District are serious in nature, which cannot be expected to be disregarded, and which necessitate immediate attention and cannot be dealt with during off-duty hours.

a. Such members may elect to use not more than seven (7) days per year of unused sick leave for purposes of "approved personal necessity" leave. It is agreed and understood, however, that an absence would not qualify under this provision if the reason for such an absence was to participate collectively or individually in concerted employee activities such as a strike, work stoppage, or other organized or unorganized withholding of service from the District.

b. Unused personal necessity leave entitlement shall not be accumulated from year to year.

c. The number of days of personal necessity leave shall not exceed the number of full days of unused sick to which the member is entitled.

d. If possible, the employee shall submit a request for "personal necessity" leave via the electronic absence system three (3) workdays prior to the beginning date of the leave. It is understood that all personal necessities cannot be anticipated, but it is the intent to administer this policy as equitable as possible for all classified employees of the District.

e. The District reserves the right to review each request and to verify such request by any appropriate means. The immediate supervisor is responsible for granting or denying the request.

f. Unit members using Family Medical Leave and California Family Rights Act Leave to care for an ill or injured child, spouse, parent, or registered domestic partner shall be required to take all available Personal Necessity Leave concurrently.

g. Upon the ratification of this Agreement and through the 2027-2028 school year only, Personal Necessity absences may be taken in one hour increments for all bargaining unit members. Unit members who enter an absence that is not in one hour increments shall have their absence rounded up to the next hour increment. Unless negotiated prior to the end of the 2027 school year, the language would revert back to the following: Personal Necessity

absences may be taken in one day or half day increments.

2. In the event of denial of request for "personal necessity" leave by the employee's immediate supervisor, the employee may, prior to request leave date, appeal the decision to the Director of Human Resources.

3. The prior approval requirements shall not apply to the following reasons:

   a. Death or serious illness of a member of the immediate family. Requests granted under this provision shall be in addition to those provided under the Bereavement Leave of this Article.

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

   c. Any other emergency that may arise.

4. For purposes of this Article, immediate family is defined under the Bereavement Leave Section.

F. **Bereavement Leave**

1. An employee shall be eligible for up to five (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family.

2. For the purpose of this Article, an immediate family shall be defined as the following relatives of the unit member or his/her spouse or domestic partner: mother, father, foster parent, grandmother, grandfather, foster child, son, daughter, niece, nephew, aunt, (sibling of a parent or spouse of sibling of a parent) uncle (sibling of a parent or spouse of sibling of a parent), grandchild, brother, sister, any relative or person sharing the immediate household of the unit member or a close friend, and any employee suffering the loss of their unborn child, unborn grandchild, failed surrogacy, unsuccessful reproduction or failed adoption. In the case of a close friend, a unit member shall be entitled to only one (1) day of leave of absence without loss of salary once in a two-year period.

3. Employees that have used eleven (11) or more days of bereavement leave in a school year may be required to provide supporting documentation regarding the need for bereavement leave.

G. **Industrial Accident and Illness Leave**

1. An employee shall be eligible for industrial accident and illness leave for personal illness or injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

2. An employee who has sustained a job-related injury or illness shall report the same to his/her immediate supervisor on the appropriate District form within twenty-four (24) hours of the injury or illness. To qualify for industrial accident or illness leave, an employee shall be examined and treated, if necessary, by a physician designated

by the District or the District's industrial accident insurance carrier. Whoever may be designated to treat the employee, if necessary, the District retains the right to have the employee thereafter examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability or illness is attributable to the injury and job.

3. Industrial accident or illness leave shall be subject to the following limitations:

   a. Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.

   b. Such leave shall not be accumulated from year to year.

   c. Such leave shall commence on the first day of authorized absence and shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

   d. When such leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same injury or illness.

   e. For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any temporary disability indemnity checks received by him/her which could make the total compensation from both the District and such disability indemnity exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness. If the employee fails to endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

   f. Upon conclusion of such leave, an employee may utilize any available personal illness or injury leave providing that any personal illness or injury leave utilization, when combined with any temporary disability indemnity shall not exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.

   g. If the employee fails to endorse to the District any temporary disability indemnity checks received on account of the industrial accident or illness as provided herein, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee. Any employee receiving benefits for such leave shall, during the period of injury or illness, remain within the State of California unless the District previously authorized travel outside the State.

4. Any employee shall be permitted to return to service following an industrial accident or illness only upon presentation of a release from the authorized worker's

compensation physician certifying the employee's ability to return to his/her position without restrictions or detriment to the employee's physical and emotional well-being, and the health and safety of others.

5. "Light Duty Work" shall be defined as a temporary assignment offered by the District to meet an employee's temporary physical limitations resulting from an illness or injury (for purposes of this section, temporary shall mean the temporary physical limitations will last sixty (60) days or less pursuant to the District's Return To Work Program). If the physical limitations are temporary, the District shall make a determination as to whether reasonable accommodations can be made to allow the employee to return to work. Such a determination shall be within the sole discretion of the District. If the District determines that the physical limitations can be reasonably accommodated, the employee shall be allowed to return to work to perform "Light Duty Work" as soon as such a determination can be reasonably made. The employee shall produce whatever medical verification that the District requires in making a determination pursuant to this section.

6. The District shall comply with the Americans with Disabilities Act.

H. Jury Duty

1. A bargaining unit employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The District shall pay the employee the difference, if any, between the amounts received for jury duty and the employee's regular rate of pay. The employee shall be entitled to all amounts received as reimbursement for meals, mileage, and parking.

2. Any employee in the bargaining unit whose regular assigned shift commences at 12 p.m. or after and who is required to serve all or part of the day on jury duty shall be relieved from work for that day without loss of pay.

3. It is the responsibility of the employee to report to work whenever he/she is not required to attend jury service. An employee released from jury duty prior to the end of their half day schedule shall return to work the remainder of their shift.

4. It is also the responsibility of the employee to contact his/her work site daily for the purpose of reporting absence due to jury service. Such reporting shall be in accordance with District approved procedures.

I. Pregnancy and Childbearing Leave

1. Unit members shall be entitled to up to four (4) months of Pregnancy Disability Leave pursuant to Government Code section 12945 and Education Code section 45193 running concurrently with all paid leaves and federal Family Medical Leave and subject to the following provisions:

    a. Unit members shall take all available Sick Leave and Extended Sick Leave during pregnancy disability.

    b. Unit members shall be expected to return to work no later than six (6) weeks following normal birth or eight (8) weeks following Caesarian section birth except under the following conditions:

i. The district receives a statement of continuing disability of the Unit Member from the attending physician.

ii. The Unit Member elects to take up to twelve (12) additional weeks of paid leave for child bonding pursuant to the California Family Rights Act within 12 months after the birth of the child.

c. Effective July 1, 2025, following childbirth, permanent unit member(s) shall have six (6) work weeks of paid maternity leave during the pregnancy disability period. The leave may only be taken on "contract days" for which unit members are paid (weekends and breaks do not count against the six (6) work weeks). These maternity leave days shall not be deducted from the unit member's accumulated leave balance.

J. **Family Care Medical Leave**

1. The District shall provide unit members family care and medical leave under the federal Family Medical Leave Act (FMLA) and the California Family Rights Leave Act (CFRA) in accordance with the following provisions:

a. Employees who have been employed for at least 12 months prior to the leave and worked at least 1,250 hours during that same period shall be entitled to 12 workweeks of unpaid or accumulated paid leave, excluding break periods but including holidays, within each fiscal year for the following situations:

i. Serious health condition of the employee.

ii. Serious health condition of the employee's child, parent, parent-in-law, spouse, registered domestic partner, grandchild, grandparent, sibling, or someone else related by blood or in a family like relationship specific as a designated person.

iii. Birth of a child, or placement of a child in the family for adoption or foster care.

b. Except in the case of pregnancy and subsequent child bonding, FMLA and CFRA leave shall run concurrently with each other.

c. For pregnancy, a Unit Member may take an additional twelve (12) workweeks of paid leave under CFRA to bond with a child within twelve (12) months of birth.

d. FMLA and CFRA shall run concurrently with all paid leaves, and in the case of pregnancy, childbirth, and related medical conditions FMLA shall also run concurrently with Pregnancy Disability Leave.

e. Unit members shall be entitled to health and welfare benefits during FMLA and CFRA leave. In the event that FMLA and CFRA extends beyond any paid leaves, the unit member shall be required to remit the employee portion of any required premiums for dependent coverage to the District, in advance, pursuant to procedures in effect at the time.

K. **Military Leave**

1. A unit member shall be entitled to any military leave required by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

L. **Retraining and Study Leave**

1. A leave of absence without pay may be granted to a permanent bargaining unit member who has been employed continuously for at least three (3) years for the purpose of obtaining education relating to work done by employees in the District. This request shall be submitted in writing to the Director of Human Resources. Upon receiving the request, the Director of Human Resources shall consult with a CSEA Chapter President and/or their designee before making a decision. All such education must be completed in an accredited post-secondary institution of higher education.

2. The length of any such leave will be determined jointly by the District, CSEA representatives and the bargaining unit member.

M. **Leave Without Pay**

1. After exhaustion of all applicable and available paid and unpaid leaves, non-probationary Unit members may apply for Leave Without Pay, subject to Board Approval, according to the following provisions:

    a. Requests for Leave Without Pay may be made for the following reasons:

        i. Long term personal injury or illness

        ii. To care for seriously ill or injured child, spouse, parent, or registered domestic partner

        iii. Parental, childbearing, or child rearing leave.

        iv. Preparation for, and culmination of, placement of child by unit member through adoption or foster care.

        v. Up to four (4) weeks in any fiscal year (July through June) to campaign for election to public office by unit member.

        vi. Professional leave may be granted for the purpose of attending conferences, workshops, institutes, and other meetings that are related to improving the bargaining unit member's performance but are not approved or funded by the District.

        vii. Study and travel.

        viii. Personal business - beyond personal necessity.

ix. Other personal or professional reasons approved by the Governing Board

b. Written requests for leave shall be submitted to the Superintendent or his designated representative at least thirty (30) days before the commencement of a leave during the school year, and by March 15 of the current school year for leaves to commence the following school year. In cases of emergency or unforeseen circumstances the Superintendent may waive the time limits.

c. Approved leaves shall not exceed one (1) year except for a two (2) year leave which may be granted to a non-probationary bargaining unit member who is accepted for service in the Peace Corps.

d. It shall be the responsibility of the bargaining unit member to notify the District of his/her intention to return from leave by March 15 in the year of the leave of absence.

e. For leaves occurring during the school year notification of intention to return must be made at least two (2) weeks prior to the expiration of the leave.

f. In the event that a bargaining unit member fails to notify the District, as required in this section, the District may terminate said bargaining member.

N. **Re-Employment List**

1. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall be placed on a re-employment list for a period of thirty-nine (39) months. When available, during the 39 month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed for cause.

O. **Other Leave Provisions**

1. To be eligible for salary advancement the following school year, a Unit Member must be in a paid status for 75% or more of the school year.

2. Unit Members in an unpaid status due to absences pertaining to FMLA, CFRA, Pregnancy Disability, or Leave Without Pay do not accrue credit towards salary advancement or service for retirement.

3. Employees on any of the paid leaves identified in this article may not engage in outside employment during their scheduled work hours.

ARTICLE 7. TRANSFER, REASSIGNMENT AND PROMOTION

A. **Definitions**

A **transfer** is a voluntary change of work location or shift within job classification requested by an employee and approved by the Superintendent or their designee. A **reassignment** is an involuntary change of work location within job classification initiated and determined by the Superintendent or their designee. A **promotion** is a voluntary movement to a higher classification requested by an employee and approved by the Superintendent or their designee. An **increase in hours** is a district initiated permanent change to a position resulting in additional hours per day.

B. **Assignments**

Assignment for members of the unit shall be determined by the Superintendent, subject only to the express terms of this Article.

C. **Criteria For Transfer**

Seniority in the classification shall be the sole determining factor in consideration of transfer requests, subject to the following conditions:

1. The employee must have served at least 6 months in the classification prior to submitting the transfer request.

2. The employee's' last evaluation has and overall rating of satisfactory or better.

3. The employee, during the twelve (12) month period preceding his/her transfer request, has not received written counseling regarding poor job performance.

D. **Criteria For Promotion**

The final decision, with regards to any promotion, is within the sole discretion of the Superintendent. Current permanent employees who submit a complete application and meet the minimum requirements of the position, shall be granted an interview.

1. The following criteria shall be considered by the Superintendent in determining promotions:

    a. The needs and efficient operation of the District.

    b. The recommendation of the administrator or supervisor where the vacancy exists.

    c. Training and experience relevant to the position.

    d. Length of District service

    e. The recommendation of the interview panel

2. Promotions are subject to the following conditions:

   a. The employee's last evaluation has an overall rating of satisfactory or better.

   b. The employee, during the twelve (12) month period preceding his/her promotion, has not received written counseling regarding poor job performance.

E. **Procedures For Transfer And Promotion**

1. All notices of vacancies shall be posted for not less than ten (10) working days at each work site. CSEA shall be sent a copy of the notice at the time the vacancy is posted. A job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required of the position, the salary range, and the deadline for filing to fill the vacancy.

2. A member of the unit may request, in writing, a transfer after completing 6 months of service in the District. Such requests will be valid for one (1) year. Transfer requests shall be submitted to Human Resources.

3. If a posting period occurs between instructional years or intersessions, employees with requests on file with Human Resources shall be provided postings electronically at the same time vacancies are posted.

4. Members of the unit with transfer applications on file by the announced closing date will be considered for any and all positions for which they qualify.

5. The Superintendent shall consider current qualified employees that are seeking transfer before filling a position with an external candidate.

6. A transfer committee, which shall consist of the CSEA Chapter President and the Chief Job Steward (if unavailable, the Chapter President will designate another unit member), and two (2) management employees designated by the district shall meet in situations in which five or more vacancies exist in one job classification. The committee shall meet to ensure that a fair process in accordance with this agreement and district policy is used to fill the vacant positions.

7. In cases where it is determined that a vacancy shall be filled with an existing unit member and two (2) or more unit members equally satisfy the criteria mentioned in article 7C, the unit member with the most district-wide seniority (date of hire) shall be selected for the position.

   a. If the unit members have equal seniority (date of hire) the determination shall be made on the basis of date of hire as a substitute within the district.

   b. If that also be equal, the determination will be made by lot.

8. Transfer candidates not selected, may upon request by the candidate, be advised in writing within five (5) working days of receipt of a written request with the reasons(s) for non-selection.

9. If an exam or interview for a position within the District is scheduled during a unit member's duty day, the member shall be released without penalty to take the exam and/or participate in an interview.

F. **Promotion**

Any employee receiving a promotion shall be moved to the adopted range for the new position. The employee shall receive no less than a one-step increase with respect to placement on the salary schedule when he/she receives a promotion.

G. **Reassignment**

Reassignment may be made by the District at any time. The employee shall be notified ten (10) calendar days prior to the reassignment.

1. In cases of emergency the Superintendent or his/her designee may waive the ten (10) day notification requirement. Some examples of emergencies are as follows:

   a. Natural Disasters such as fires and floods;

   b. Global Pandemic

2. The reasons for reassignment are:

   a. A change of enrollment necessitating a reassignment of a bargaining unit member.

   b. Improved efficiency of the District, as determined by the Superintendent.

   c. An opportunity to evaluate a bargaining unit member at a different location. Reassignment will not be made for arbitrary or capricious reasons.

3. If a unit member is reassigned, they shall be given up to a one (1) duty free day for the purpose of moving possessions from one workspace to another if necessary, setting up any necessary equipment and familiarizing themselves with their new work site.

H. **Increase in Hours**

1. Whenever the District initiates a permanent change to a position resulting in more hours per day, or an existing position is vacated and there are current employees occupying that classification with fewer hours, the position shall be offered to permanent unit members in order of seniority prior to considering applications from candidates outside of the classification.

2. Assignment to a position of increased hours based on this section is subject to the following conditions:

   a. The employee's' last evaluation has an overall rating of satisfactory or better.

   b. The employee, during the twelve (12) month period preceding his/her transfer request, has not received written counseling regarding poor job performance.

3. If there is a tie in seniority day, the work as a Substitute in any capacity shall be considered as the basis of the tie-breaker. If that also be equal, the determination shall be made by lot.

4. A classified employee who works a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have their basic assignment changed to reflect the longer hours in order to acquire fringe benefits at a properly prorated rate, if applicable. This language is intended to comply with the provisions of Education Code 45137.

ARTICLE 8. TEMPORARY ASSIGNMENT, SUMMER, and INTERSESSION EMPLOYMENT

A. When work normally and customarily performed by bargaining unit employees is required to be performed during summer school or intersession or other summer work established by the District, the work will be assigned to bargaining unit employees within the same job classification, and salary schedule based on the following.

1. All summer and intersession assignments shall be rotated based on seniority, unless a one-on-one assignment with a student is indicated. The one-on-one assignments apply only to the following classifications: Special Education Instructional Aides and Instructional Health Care Assistants.

2. Employees who are interested in summer and intersession assignment shall submit an interest form by the deadline. Employees must submit an interest form annually in order to retain their spot on list.

3. The District will construct a list of interested employees in descending order of bargaining unit seniority. The most senior employees will be asked first if they wish to accept the assignment. If they accept and work the assignment, they shall be placed on the bottom of the list the following year. If they decline the assignment they shall be placed on the bottom of the list the following year and will not be asked again until the list is exhausted.

4. Any additional assignment (outside the regular work year) other than those directly related to intersession/summer school assignments shall be administered as follows:

    a. The District assigned to the employee who works at the site where the work is required. If the unit member refuses the assignment, it shall be offered to other unit members within the appropriate classification by rotating in order of seniority.

    b. If all unit members within the appropriate classification refuse the assignment, it shall be offered to other qualified unit members.

B. The only exception to this provision shall be if an emergency occurs. For the purposes of this Article an emergency shall be defined as an unforeseen occurrence or condition which forces the District to deviate from the provisions of this Article. In instances of an emergency, the District agrees to notify the CSEA Chapter President in writing. The written notification shall explain the exception and cause of the emergency. If no qualified bargaining unit employees wish to work the summer/intersession assignment then the District may seek employees outside the bargaining unit to fill the position.

C. Salary schedules in effect for temporary assignments during summer school programs, other summer work or intersession assignments shall be the same as salary schedules in effect within the same job classification during the regular school year. Employees,

pursuant to Section 45102 of the Education Code, shall receive, in a pro-rata basis, the benefits earned during regular assignments.

ARTICLE 9. EVALUATION PROCEDURES AND PERSONNEL FILES

A. Probationary Unit Member Evaluations

1. Probationary unit members shall receive at least one (1) formal written performance evaluation by the 5th month of employment, during the six (6) month probation period. The unit member's supervisor shall also make their best efforts to provide guidance and support to the employee periodically and throughout their six (6) month probationary period.

2. The rating forms described herein shall be completed and signed by the unit member's immediate supervisor. An evaluation conference between the unit member and immediate supervisor shall be held within the 5 month mark referenced in Article 9, Section A, Subsection 1. The formal rating form shall contain information bearing on the unit member's performance related to the evaluation criteria established by the District. The data gathered relative to the unit member appraisal shall be in conformity with the evaluatee's job description, as prescribed by the District.

3. The rating shall contain an appraisal of the unit member's performance and, as appropriate, commendations or; specific suggestions for the improvement of the evaluatee's performance.

4. The evaluatee shall receive a written copy of the performance rating form described herein. The evaluatee may attach a written response to the performance evaluation.

B. Permanent Unit Member Evaluations

1. Performance evaluation reports for permanent employees shall be submitted by May 1st of the evaluation year. Permanent bargaining unit employees employed with the District for more than two (2) years will be evaluated by their immediate supervisor every other year for the first ten (10) years. After 10 years in a classification, an employee whose previous two evaluations rated the employee as meeting or exceeding standards prescribed by the Governing Board will be evaluated by their immediate supervisor every five (5) years.

    a. Permanent employees who move into a new position shall serve as probationary for a six (6) month period, and an evaluation shall take place by the end of the six (6) months. The employee shall be evaluated once more the following school year prior to returning to an every other year evaluation cycle.

2. The rating described herein shall be completed and signed by the unit member's immediate supervisor. An evaluation conference between the unit member and the immediate supervisor shall be held. The formal rating form shall contain information bearing on unit member performance related to the evaluation criteria established by the District. The data gathered relative to the unit member appraisal shall be in conformity with the evaluatee's job description, as prescribed by the District.

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

4. Prior to any evaluation, each employee shall be given information about the District's Performance Evaluation Form, program, and the Supervisor's standards, goals, objectives, and expectations for the employee. Should a permanent employee's performance fall short of these standards, the evaluator shall conduct subsequent counseling and provide assistance to insure that the employee has at least thirty (30) working days to improve his/her performance prior to the date of the evaluation.

5. The evaluatee shall receive a written copy of the performance rating form described herein. The evaluatee may attach a written response to the performance evaluation.

C. **General Procedures**

1. No evaluation of a unit member shall be placed in the unit member's personnel file without an opportunity for discussion between the unit member and the evaluator.

2. Special or supplementary evaluations may be made at any time during the year. Bargaining unit employees who have completed five (5) years of service in their job classification and have received three (3) successive satisfactory annual written performance ratings may receive special or supplementary evaluations only in cases where the immediate supervisors determine that such evaluations are necessary because of possible inadequate job performance. Special or supplementary evaluations must adhere to the provisions of Section B4 regarding thirty (30) working days to improve.

3. With the exception of alleged violations of the expressed procedure provisions contained in the Article, evaluations and the substantive comments in evaluations shall not be subject to the grievance procedure.

4. No employee shall receive a Classified Growth Plan without receiving an Evaluation (including Special or Supplemental Evaluations) that contains an Overall Effectiveness Rating of "Needs Improvement" at the same time as the Growth Plan.

D. **Personnel Files**

1. The personnel file of each unit member shall be maintained at the District's central administration office.

2. A unit member shall be provided with a copy of any derogatory written material ten (10) days before it is placed in the unit member's personnel file. A written response for the employee may be attached to the derogatory material.

3. A unit member shall have the right to examine and/or obtain copies of any material from the employee's personnel file with the exception of material that includes ratings, reports, or records which were obtained prior to the employment of the

person involved, were prepared by identifiable examination members, or were obtained in connection with a promotional examination.

4. All derogatory information placed in an employee's personnel file shall be dated and shall identify a supervisor or manager who had responsibility in the preparation or decision to file the derogatory information.

5. No disciplinary action shall be taken for any cause which arose prior to the employee'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 employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

6. All personnel files shall be kept in confidence and shall be available for inspection only for the Board or appropriate management employees or authorized agents of the District when necessary in the proper administration of the District or the supervision of the employee.

7. The District shall maintain an individual log in each personnel file of all persons who review the file.

ARTICLE 10. SAFETY CONDITIONS

A. The District shall conform to and comply with all health, safety, and sanitation requirements imposed by local, state or federal law or regulations adopted under local, state or federal law.

B. Employees shall notify their immediate supervisor in writing concerning any known or suspected unsafe condition(s) in the District directly affecting any person's physical welfare. The immediate supervisor shall respond to the bargaining unit employee in writing within twenty-four (24) hours of his/her intent in correcting this unsafe working condition.

C. A bargaining unit employee who reports any unsafe working conditions, in writing, to his/her immediate supervisor, shall not be illegally discriminated against.

D. A bargaining unit employee shall not knowingly be required to work or engage in any activity that can reasonably be deemed hazardous to life or limb.

ARTICLE 11. VACATION PLAN

A. Eligibility: All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis -- July 1 - June 30 and are expressed and used in days or portions of days rounded to the nearest ½ day.

B. Accumulation: Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules, so long as the employee is in paid status for more than one-half of the working days in a month. When an employee is in paid status for less than 1/2 of the working days in a month, vacation shall be earned and accumulated on a daily basis for that month:

Type	Completed Years of Service	Vacation Entitlement
10 Months	0 through 5	14
	6 through 10	18
	11+	22
11 Month	0 through 5	15
	6 through 10	19
	11+	23
12 Month	0 through 5	16
	6 through 10	20
	11+	24

C. Vacation Pay: Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in working status.

D. Vacation Pay Upon Termination: When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.

E. **Vacation Scheduling**

Vacations shall be scheduled in consultation with a unit member's supervisor. Unit members shall submit a vacation calendar to their direct supervisor prior to fall break of each school year. Unit members may submit a revised calendar throughout the school year with advanced notice. In addition, each unit member must submit their vacation requests in the employee absence management system. The supervisor shall make the final determination as to vacation approval or denial after such a request is submitted. The supervisor shall make the final determination within ten (10) working days. The supervisor shall not deny vacation requests for arbitrary and capricious reasons.

1. All bargaining unit members may accumulate a maximum of one (1) year's vacation entitlement beyond July 1 of each year. However, with special administrative approval by the Superintendent or designee, an employee may carry over a maximum of one and one-half (1-1/2) years' vacation entitlement beyond July 1 of each year. Any requests to carry over more than one (1) year's vacation entitlement must be submitted in writing to the Human Resources Department no

later than May 30 of each year.

2. Employees approaching the maximum vacation accrual shall be notified in writing four months prior to the end of the fiscal year. The employee, with supervisor, shall schedule vacation days prior to Spring Break of each school year to ensure the employee does not exceed the maximum beyond their annual vacation entitlement. The District may require the employee to take the scheduled vacation days.

3. Pursuant to Education Code Section 45197, if an employee is not permitted to take full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash.

4. Employees who have accrued vacation days will be paid in cash for the accrued vacation days upon their separation from the District.

5. All bargaining unit members must take vacation annually. The maximum Vacation period is twenty-four (24) working days, excluding holidays during the vacation period.

6. Vacation requests are to be submitted via the electronic absence system.

7. Vacation Postponement:

   a. If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation schedule available at that time, or may request to carry over his/her vacation to the following year.

   b. If for any reason a bargaining unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year.

8. Vacations for twelve month bargaining unit members shall be scheduled at time requested, so far as possible, within the District's work requirements, as determined by the District.

   a. Annually, the Association and the District shall meet to discuss up to five (5) prescheduled vacation days to be taken during winter and/or spring recess for twelve month bargaining unit members.

9. Ten and eleven month bargaining unit members shall take vacation days during winter and/or spring recess. 11 month employees, in consultation and with the approval of their supervisor, may choose to work during winter and/or spring recess and use earned vacation days at other times during their normal work calendar with the submission of an updated vacation calendar indicating no excess vacation by the end of the work year will be accrued. Any earned additional days shall be taken on scheduled work days in consultation with and approval by their supervisor. Within the constraints determined by the District, as stated in this article, priority consideration shall be provided to any bargaining unit member who has filed a vacation request thirty (30) days prior to the desired vacation dates.

    a. When two (2) or more bargaining unit members request the same vacation period and the supervisor has determined that all requested vacation may not be granted, the following procedure shall be implemented:

        i. The supervisor shall notify the affected employees of the conflict and the employees shall attempt to resolve the conflict.

        ii. If the employees cannot resolve the conflict, the supervisor shall grant the vacation to the employee with the most district seniority.

    b. Once an employee has been granted priority consideration, he/she shall not again be granted priority consideration until all members of the district, the department or classification within a school site shall have exercised their option to be granted priority consideration.

10. When a paid holiday occurs during the paid vacation of any bargaining unit member scheduled pursuant to this Article, such bargaining unit member shall be entitled to the paid holiday without reduction from earned vacation if the bargaining unit member would have been in paid status (if not on vacation) during a portion of the working day immediately preceding or succeeding the holiday.

11. Permanent classified employees in the bargaining unit may be permitted to interrupt or terminate their vacation in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

ARTICLE 12. HOLIDAYS

A. Bargaining unit employees shall be granted the following eighteen (18) holidays with pay provided they are in paid status during a portion of the working day immediately preceding or succeeding the holiday:

New Year's Day

Martin Luther King, Jr.'s Birthday

Lincoln's Birthday

Washington's Birthday

Cesar Chavez Birthday

Spring Holiday

Memorial Day

Juneteenth

Independence Day

Labor Day

Admission Day

Veterans' Day

Fall Holiday

Thanksgiving Holidays (2)

Christmas Holidays (2)

New Year's Eve

B. Bargaining unit employees also shall be granted pursuant to applicable and current law additional holidays which are declared by the President or the Governor, as provided for in subdivisions (a)(11) and (a)(12) of Education Code Section 37220 for a public fast, Thanksgiving or holiday; or any day declared a holiday under Education Code Section 37222. To be eligible for any such additional holidays, bargaining unit employees must be in paid status during a portion of the working day immediately preceding or succeeding the holiday.

C. In accordance with Education Code 37222, when any of the holidays listed above fall on a Saturday, the district shall observe that holiday on the preceding Friday. When any of the holidays listed above fall on a Sunday, the district shall observe that holiday on the following Monday.

D. Pursuant to applicable and current law, bargaining unit employees also shall receive regular pay whether or not they are required to report for work on school days which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay. To be eligible for any such additional paid day, bargaining unit employees must be in paid status during a portion of the working day immediately preceding or succeeding the paid day.

E. The District shall consult with the CSEA during the establishment of the annual work calendar and any amendments thereto. CSEA and the District shall reach an agreement on the school calendar input in regard to holiday observances.

ARTICLE 13. HOURS OF EMPLOYMENT

A. **Workweek**

1. Full-time employees: The normal workweek of a full-time employee shall consist of forty (40) hours, five (5) consecutive days Monday through Friday, and the normal workday shall be eight (8) hours.

   Instructional Aides: Full-time equivalent Special Education Instructional Aides and Instructional Aides will work a 10-month year and a seven (7) hour duty day.

   Instructional Health Care Assistants: All Instructional Health Care Assistants will work a seven (7) hour duty day.

   No CSEA unit members shall have less than a 3.5 hour duty day.

2. Bargaining unit employees who work 4-1/2 to 8 hours per day shall be granted no less than thirty (30) minutes duty-free lunch without pay. This lunch period shall be approximately at the mid-point or as arranged by the immediate supervisor.

3. Bargaining unit employees who work eight (8) hours per day shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of 15 minutes per four (4) hours worked.

4. Bargaining unit employees who work at least four (4) hours per day but less than eight (8) hours per day shall be granted a rest period of 15 minutes, approximately at the mid-point or as arranged by the immediate supervisor.

5. The District has the right to change the starting and ending times of bargaining unit members if the change is due to reasonable business necessity. The supervisor shall provide written notice of the proposed change ten (10) calendar days before the effective date. The District shall not institute a change in starting or ending time for arbitrary, disciplinary or capricious reasons. Employees have the right to request an informal hearing with the Director of Human Resources to verify the reasons for the change. In the event of an emergency, the District may institute a change without a ten (10) day notice after consultation with the CSEA Chapter President.

6. Any school day granted as an AB 777 staff development day for which the District receives state apportionment revenue is a regular workday for those unit members who would otherwise be at work with students in attendance.

B. **Overtime**

1. Overtime compensation shall be provided to employees who receive a written directive by their immediate supervisor authorizing work in excess of eight (8) hours in any one day, or in excess of forty (40) hours in any calendar week. The authorization of any overtime shall rest solely with District management.

2. The District shall provide compensation or compensatory time off at a rate equal to one and one-half (1 ½) times the regular rate of pay for unit members designated by the District and authorized to perform such overtime.

3. The choice of compensation or compensatory time off shall be at the discretion of the employee. Such election shall be submitted in writing to the immediate supervisor within five (5) working days following the day the overtime was worked. In the absence of such election, the District will defer to the use of compensatory time. Compensatory time off shall be taken within twelve (12) months from the date on which it was earned.

4. Employees directed and authorized by the immediate supervisor and who serve five (5) consecutive workdays averaging four (4) hours or more per day shall be compensated on the sixth (6th) and seventh (7th) day following the commencement of the workweek at the rate of time and one-half of the employee's regular rate of pay.

5. The District shall have the right to determine when overtime shall be worked and shall have the right to require unit members to work overtime.

6. Overtime assignments shall be made by the employee's supervisor and shall be distributed and rotated equally among employees within each department. Supervisors shall maintain and use an overtime assignment rotation list.

7. Nothing herein shall be construed as a violation of the Federal Fair Labor Standards Act. The District may take such action and modify such practices as may be necessary to ensure conformity of this Article with that statute.

C. A bargaining unit employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45137 of the Education Code.

D. Bargaining unit employees called in or called back to work shall be guaranteed a minimum of two (2) hours of pay. The District shall construct a list of volunteers for call back duty in descending order of bargaining unit seniority. The most senior employees will be given the call back work assignments on a rotational basis. Once an employee works a call back assignment, the employee’s name will be placed on the bottom of the list and will not be given another call back assignment until the list is exhausted.

E. The number of scheduled workdays for unit members and the scheduling of such workdays for the school year shall be established by the District.

F. **Out of Class Work**

1. Employees in the Unit shall not be required by the District to perform duties which are not reasonably related to those fixed and prescribed in their current job description for any period of time which exceeds five (5) working days within a fifteen (15) calendar-day period.

2. A unit member may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days provided that his/her salary is adjusted upward for the entire period, including the initial five-day period he/she is required to work out of classification an in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

3. The District will use best efforts to seek volunteers before assigning these duties. When assigning work out of class, the District agrees to rotate work out of class as equally as is practicable based on required skills for the out of class work and seniority. CSEA members may express interest in working out of class in a particular department by filling out an interest form. The District will use the form to determine which members are interested in out of class work. The District will select individuals based on a combination of factors, including interest, skill set, qualifications, and seniority.

4. If the out of class work is at a higher classification, the rate of pay shall be in the classification in which the unit member is serving as a substitute at the grade which is the next highest hourly rate above their own regular hourly rate for the entire period working out of class including the initial five-day period. If the out of class work is at a lower classification, the unit member must work in a classification within the same job family. The rate of pay shall be at the unit members current hourly rate plus a 5% incentive for the entire period including the initial five-day period.

5. No assignments to perform certificated work will be given to classified employees who are unwilling to do them, and no employee will face retaliation for refusing such an opportunity.

6. No classified employee shall be left alone with students in a classroom during instructional time without a certificated employee for a period longer than thirty (30) minutes.

7. Unit members that are working out of class in a management role shall continue to pay dues to CSEA so long as the role in the management position is temporary.

8. Assignment of duties for which differential compensation is designated shall be determined and authorized in writing by the District.

9. All bargaining unit employees whose assigned shift contains on (1) or more specific periods of unpaid time whose total exceeds one (1) hour excluding lunch periods, shall be paid in a shift differential premium of two and one half (2 ½) percent above the regular rate of pay for all hours worked. Prior to the 2026-2027 school year, the parties will meet to collaborate on ways to minimize the number of unpaid periods scheduled for the campus aides.

10. No bargaining unit member who works a split shift shall be scheduled for any period that is less than 30 minutes in length.

11. The shift differential shall be five (5) percent for those employees working 50% of time between 5:00 p.m. and 5:00 a.m.

G. **Transportation:** Provisions applicable to Transportation only.

1. **Work Year**: Bus drivers will be ten (10) month employees with 209 paid days.

2. **Route Construction**: The District shall construct routes and supporting documentation at the beginning of each school year. Routes shall be subject to change by the District as necessary. In the event that disputes arise regarding the times between stops or at destinations, drivers shall provide written justification for the change to the District and reasonable efforts shall be made to resolve the dispute. The Director of Maintenance, Operations, Transportation and Facilities shall make the final determination.

a. Routes will consist of the following segments and components:

i. Pre-Trip Inspection: The evaluation of a vehicle's safety and suitability for transporting passengers. This component shall be incorporated into each route whenever a vehicle is to be driven by the assigned driver for the first time on a given day and includes the time necessary to prepare for and conduct the inspection.

ii. Fixed Segments: Home to school runs; which may be scheduled during three (3) segments: 1) morning, 2) afternoon, and 3) mid-day; and other student transportation assignments deemed to be permanent by the District. Fixed Segments include the time to drive to designated or special stops, load and unload students, and return to the bus yard.

iii. Administrative Time: Time to perform related driver duties not directly involving driving, including but not limited to bus cleaning, fueling, completion of paperwork, training, and staff meetings.

a. Periods between routes that are 15 minutes or less shall count as Administrative Time.

b. Breaks: 15 minutes, with pay, for each four (4) hours of time worked.

3. **Licenses/Certificates:** The District shall provide release time for employees to attend all district approved training and testing to obtain or renew certificates and licensees that are required by the District or state for continued employment.

a. Drivers are responsible for the renewal of their Medical Certificates. Drivers who renew their Medical Certificates (DL51 and DL51a) shall submit their forms to the Commercial DMV in person using the following criteria:

i. Driver has secured release time from their supervisor.

ii. Driver travels to the Commercial DMV.

iii. Provide the district with the Commercial DMV receipt upon return.

Each year the Transportation Department will offer ten (10) hours of classroom training for drivers who are in the process of renewing their California Special Driver Certificate. This classroom training time will be offered during the driver's non-duty period and the schedule will be posted two (2) weeks prior to the non-duty period that the class will be offered. Drivers who attend their class will be compensated a stipend of one hundred and fifty dollars ($150) for the successful completion of the classroom training. The stipend shall be prorated based on the number of unpaid duty hours applied toward the ten (10) hours of classroom time.

4. **Route Selection and Assignment**: Bus drivers shall select their routes according to the following process:

a. The Driver shall retain the same number of hours they ended the previous school year with until the route selections process is completed.

b. The District shall distribute written route details to all drivers within the first two weeks of the start of each school year and at least five (5) working days before drivers are scheduled to select their routes.

c. All routes shall be allowed an adjustment period of five (5) weeks following the first day of the school year, after which time the routes shall be offered for re-selections. The route list shall be posted no less than one (1) week before drivers are scheduled to select their routes.

d. Drivers shall provide written comments to the District if times between stops are disputed. Reasonable efforts shall be made to resolve the dispute; the Director of Maintenance, Operations, Transportation and Facilities shall make the final determination. Drivers shall select routes in descending order of seniority within the classification. Selection of a route shall indicate the driver's acceptance of the times recorded for each stop and destination.

e. The District reserves the right to temporarily reassign or alter routes or route segments to address circumstances that may arise including, but not limited to, driver absences, enhancements to student welfare or improvements to a passenger's experience, changes to promote efficiency or minimize costs, and adjustments needed to comply with Americans with Disabilities Act or Worker's Compensation accommodations.

f. Route Re-Selection: If permanent changes are made to a route causing the duration to change by more than 30 minutes, the route selection and assignment process shall be repeated within ten (10) working days of the change. For purposes of this section, temporary alterations to a driver's route due to absences, field trips, or other extra assignments shall not be considered a route change.

5. **Extra Work Selection and Assignment**

a. Except as noted below, assignments available for selection by bus drivers in addition to regular routes shall be assigned according to seniority. Extra trips shall be defined as any hours not normally covered in the contract time and/or contract year. The extra trip list shall begin on July 1 and continue through June 30 of each year.

b. The District shall maintain and visibly post an extra trip Rotation List of bus drivers displaying each driver's current position for Extra Trip Assignment selection. The List shall be established at the beginning of each school year in descending order of seniority. The extra trip list shall be updated daily and posted in the Transportation Department.

c. Extra assignments shall be reported to drivers on an Availability List and may include; but are not limited to; therapy runs, parent runs, field trips, extracted segments, summer sessions, inter-sessions and fall, winter and spring breaks.

d. Whenever possible, Extra Trip Assignments established for the following work week shall be posted on the List no later than two (2) working days prior to the start of that week.

e. The driver at the top of the extra trip Seniority List may select any available Extra Trip Assignment or opt to decline all assignments for that week.

f. In the event a driver who has accepted an extra trip assignment is notified of cancellation less than twelve (12) hours (for weekday trips) or twenty-four (24) hours (for weekend trips) before the time the driver is to report to work to begin the field trip assignment, he or she shall be entitled to compensation for the minimum number of hours specified in Section D of this Article. Qualifications: When drivers are selecting extra trip assignments and the extra trip requires a mountain performance certification, only those drivers with the certification can accept the extra trip assignment. Unit members working a field trip shall be paid a minimum of two (2) working hours.

g. In the event that more than one (1) bus driver is absent on the day a driver is to perform an Extra Trip Assignment, the District may shift assignments, including the Extra Trip Assignment, to other drivers.

h. In the event that another driver is in need of drive time in order to fulfill his/her contract hours on the day a driver is to perform an Extra Trip Assignment, the District may reassign the Extra Trip Assignment within the job description to the driver in need of drive time.

i. The district shall attempt to provide a Bus Aide on each bus route. It shall be the district's goal to provide a Bus Aide in all buses in operation on a daily basis subject to availability.

j. All transportation staff that transport students shall be provided in-service training regularly through the school year with a minimum of 3 trainings sessions per year.

H. **Nutritional Services Only**

1. When scheduling permits, on-site nutrition services assistants in the bargaining unit shall be offered temporary additional hours that become available as the result of another nutrition services worker being absent. When a substitute is called in this situation, the intent is that the work hours be adjusted (with the approval of the Nutrition Services Manager) so that a current employee has the opportunity to work additional hours and the substitute works the lesser shift. This opportunity will be offered on a rotational basis. The rotation list will be posted and will be updated weekly.

2. If no substitute is available and the District knows in a sufficient amount of time, the District agrees to call in other cafeteria workers(s) early and/or extend the workday, if necessary, to complete the assigned tasks of the absent employee.

ARTICLE 14. WAGES AND FRINGE BENEFITS

The parties agree to reopen this Article to negotiate Wages and Fringe Benefits in June of each year of the Agreement.

A. Compensation

The classified salary schedule shall be increased by 1% effective January 1, 2026 and an additional 2% effective July 1, 2026. Negotiations on Wages and Benefits for the 2026-2027 school year shall reopen subsequent to a positive budget certification. A negative budget certification shall not affect either parties rights to reopen two (2) additional articles under article 20 of this Agreement.

Members of the classified bargaining unit shall receive a percentage increase in their compensation package which is not less than the percentage increase in the compensation package provided to management personnel (neither the superintendent, assistant superintendents, nor confidential personnel shall be included as "management" or "supervisory" personnel); and should the certificated bargaining unit receive a percentage increase in their compensation package which is greater than the classified bargaining unit receives, the CSEA shall receive the same. For purposes of this section, the term "Designated Group" shall refer to the classified bargaining unit, the certificated bargaining unit, and the group of management employees described above.

For purposes of the preceding calculation, the percentage increase in the compensation package of a Designated Group shall exclusively measure, with respect to each Designated Group, the weighted average of: (1) increases in the daily rate pursuant to salary schedules (considering the current workday); (2) increases in the amount of contributions to the employee benefit pool through which the District pays for life, health, vision, and dental insurance; (3) increases in the amount of stipends; and (4) increases in hourly rates paid to employees

B. Health and Welfare Benefits

The District will provide benefits coverage for eligible employees. Eligible employees are those who work half-time or more. Employees may select the type of plan and carrier approved by the District.

The District, on an annual basis, shall establish a "pool" to implement the District's maximum contribution per eligible employee. Effective January 1, 2008, all District employees will be placed into one (1) combined pool. The pool shall be equal, on an annualized basis, to the product of District contribution times the number of eligible employees. The utilization of a pool approach will allow an individual eligible and participating employee to receive less or more than the District contribution per year, but in no event shall the total amount contributed by the District exceed the product of the District contribution times the number of eligible and participating employees on an annualized basis. In the event that the total amount in the pool is not sufficient to cover the costs for all eligible employees, the costs in excess of the total amount in the pool shall be paid by eligible employees whose plans exceed the District contribution on a proportional basis according to the full costs of their respective plans. The District, through the pool, shall continue providing unit members with life insurance benefits of

$40,000 until October 10, 1999. Effective October 11, 1999, the pool shall be used to provide unit members with life insurance benefits of $50,000.

As long as a single pool for all employees is maintained, the District shall ensure that its contribution to the pool is no less than the current "per employee" contribution, as set forth below, and at least as much as the total annual premium costs for employee only coverage for health, dental, vision and life in the HMO plans available in each of those categories. The District will also work with its insurance administrator, currently VEBA, to maintain compliance with all provisions of any contract between the District and its insurance administrator.

Effective January 1, 2026 the District "per employee" contribution to the pool shall be $12,260.00. Effective January 1, 2027, the contribution shall be $13,260. The District and CSEA agree to re-open this Article each year of this Agreement upon receiving the rate information for the upcoming plan year. CSEA and the District shall not negotiate changes to the healthcare contribution during the 2026-2027 school year.

The District will convene a Composite Insurance Team ("CIT") composed of up to four (4) members from, and selected by, each employee group (SYEA, CSEA and Management/Confidential). Within 20 working days of receiving rate information for the upcoming plan year from the Insurance Administrator, the CIT shall convene to review the rate information, plan options and applicable cost comparisons. CIT members shall then share the information obtained with their respective bargaining teams for negotiation.

C. When an employee is assigned permanently to a position in a classification with a higher maximum salary than the previous classification, the employee's salary shall be adjusted to the step in the new classification which is the next higher dollar amount than the existing salary.

D. Mileage reimbursement to members of the bargaining unit is granted only when members of the bargaining unit must use their personal vehicles in direct connection with their assignments and in the necessary performance of their duties. Mileage reimbursement shall be at the prevailing IRS rate. Reimbursement shall be granted only after presentation of an appropriate written claim to the District.

E. Employees shall be reimbursed for any verifiable loss; destruction or damage to their personal property while the employee is conscientiously performing or being in a location to perform his/her duties, a maximum of one hundred dollars ($100.00), if there is no negligence on the part of the employee and the value is greater than $25.00. If the damage is sustained on employee's vehicle, the maximum reimbursement for any vehicle damage shall be $500.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed $2,000.00 in any fiscal year.

Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of the personal property in the schools was given by the supervisor before use while performing services for the District. All such prior approval shall be in writing. Exception to such prior approval shall be vehicles, eyeglasses, hearing aids, dentures, watches or

articles of clothing necessarily worn or carried by the employee. If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents and cooperate and perform all other acts as required by the district in pursuing such rights of subrogation.

A written request for reimbursement must be filed by the employee within twenty (20) regularly scheduled work days of the incident with the District. The District shall conduct such investigation as may be necessary.

F. The District shall pay the cost of medical examinations for employees required by the District as a condition of initial or continued employment when such medical examinations are conducted by licensed medical doctors selected or approved by the District.

G. If the District requires the wearing of a distinctive uniform by bargaining unit members, the District shall pay the reasonable cost of the purchase, lease or, rental of any such distinctive uniform. The District shall adopt and implement reasonable regulations to implement this provision, but this provision shall be implemented fairly for all affected bargaining unit employees. Bargaining unit members must use reasonable care with any such distinctive uniform, and may be required to reimburse the District for other than routine and normal use. Bargaining unit members must keep any such distinctive uniform clean and in appropriate condition.

H. Whenever it is determined that an error has been made in the calculation or reporting in any bargaining unit member payroll or in the payment of any salary, the District shall provide the employee with a statement of the correction and promptly notify the County Office to make the necessary correction.

I. Any paycheck which is lost or destroyed after receipt by the bargaining unit member shall be replaced after the filing of an affidavit by the member that he/she had received a paycheck which was subsequently lost or destroyed.

Any paycheck not received by the member shall not be considered to be lost or destroyed until seven (7) calendar days after the date of mailing to the member or two (2) days after date of delivery to the District from the County Office.

After the seven (7) calendar days or two (2) workdays waiting period, the member, upon the filing of an affidavit, shall have his paycheck replaced.

The District shall notify the County Office promptly of all verified lost or destroyed paychecks.

J. In the event of an overpayment of pay and allowances, the bargaining unit member or the District shall notify the other as soon as practicable.

In the event that the District learns of an overpayment, no deduction shall be made from any paycheck unless the member is first notified about the specific reasons for the overpayment and is given a reasonable opportunity to meet with a District representative to discuss the matter and present evidence in opposition to the finding of overpayment.

Under no circumstances shall a deduction be made from any one paycheck without written authorization from the bargaining unit member. The sole exception to this rule shall be where an individual is no longer an employee of the District.

Any member adversely affected by a finding of overpayment may grieve such finding pursuant to the Grievance Procedure.

K. The District shall provide for the reimbursement of actual and necessary expenses, pursuant to regulations of the District, incurred by a bargaining unit member in the course of performing services for the District within the scope of employment. Such actual and necessary expenses shall include necessary meals away from the District and overnight lodging required because of the nature of services being performed for the District.

L. A bargaining unit employee 55 years of age or older who retires on or after June 30, 1997, and has served 15 years in the San Ysidro School District will be eligible for 100% of the cost for one party coverage in a District approved health insurance plan. Cost of the health insurance premium for the retired employee under 65 will be paid by the District until the retired employee reaches 65.

M. Eligible bargaining unit members shall receive longevity increases on the first of the month following the completion of their 10^{th}, 15^{th}, 20^{th}, 25^{th} and 30^{th} year.

N. Stipends (Effective July 1, 2023)

a. **Special Education (SPED)**

i. All SPED instructional aides shall receive a compensation of $750 annually for supporting students in special education.

ii. All SPED instructional health care assistants shall receive compensation of $1,000 annually for supporting students in special education.

b. **Special Events Assignments**

Bargaining unit members authorized by their immediate supervisor to help in the preparation, set-up, break-down and assistance of district designated special events listed below shall receive twice their regular hourly rate of pay for the duration of time in which they support the event.

These events shall include:

- District-wide welcome back staff event
- School-wide and district-wide science fairs, resource fairs, etc. wherein all families are invited
- Promotion Ceremonies

Bargaining unit members authorized by their immediate supervisor who are

asked and volunteer to help in the preparation, set-up, break-down and assistance of at any district designated special events wherein all families are invited to attend shall receive time and a half pay for the duration of time in which they support the event.

These events shall include:

- Back to school night and open house events
- District employee recognition event

c. **Route coverage for Bus Drivers**
Bargaining unit members covering an extra route shall be eligible to receive compensation of a $26 stipend per route covered as directed and preapproved by their immediate supervisor.

d. **Required Trainings**
The District shall cover the cost of renewals of CPR and First Aid, as required by the job description.

ARTICLE 15. CLASSIFICATION, RECLASSIFICATION AND ABOLITION OF POSITIONS

A. The District may classify, reclassify or abolish positions as long as any such action is not inconsistent with any other provision in this Article or Agreement.

B. The District shall notify CSEA in writing prior to the creation of any new classification, reclassification of an existing classification or the abolition of classifications.

1. The District shall consult with CSEA regarding any new classification job descriptions and negotiate impacts and effects.

C. Upon receipt by CSEA of the District's written notice of its intent to classify, reclassify or abolish classification, CSEA shall notify the District in writing, within 10 working days, CSEA's intent to consult on this subject. CSEA also may determine to demand to negotiate a change in any new salary granted because of a new classification, reclassification or abolition of position.

D. The District may reclassify at any time during the calendar year. The CSEA may propose a reclassification(s) during the month of March. The District will provide a recommendation to CSEA and the employee within 60 days of receipt of a request for reclassification. If during the month of March more than three (3) requests are received CSEA and the District will meet to discuss a reasonable extension of the 60 day timeline. All increases in salary due to a reclassification shall be retroactive to the date the request was filed with the Office of Personnel.

1. The Appendix G – Position Description Questionnaire form is due no later than the last day of February of each year. The form should be submitted to the CSEA chapter bargaining team members and/or the Human Resources Department.

a. The District shall provide the CSEA president and CSEA labor relations representative with a copy of all reclassification request forms within 2 working days of receiving them.

b. The position description questionnaire (Appendix G) shall not be used for retaliation and/or discipline related issues in any way negatively impacting the employee.

2. The District and CSEA shall coordinate to schedule reclassification request applicants with an opportunity to present and answer specific questions regarding the information included in their questionnaire.

a. If an employee is unable to participate in the reclassification process, then it will be the employee’s right to ask a CSEA representative and/or designee to present and share information on their behalf.

E. All newly created positions or classes of positions of classified employees, unless specifically exempted by law, shall be assigned to the bargaining unit if their job descriptions describe duties performed by classified employees in the bargaining unit or

which by nature of duties should reasonably be assigned to the bargaining unit.

F. When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. When a position or positions less than the total class is or are reclassified, incumbents in the positions who have been in the positions for one (1) year or more shall be reallocated to the higher class. If an incumbent in such a position has not served in that position for one (1) year or more, then the new position shall be considered a vacant position subject to the lateral transfer and promotion provisions of this Agreement.

G. If a bargaining unit member meets the minimum requirements and submits a complete application by the deadline for any job posting, they shall be guaranteed an interview for that position.

ARTICLE 16. LAYOFF AND REEMPLOYMENT

A. **Reason for Layoff**

Bargaining unit employees shall be subject to layoff for lack of work or lack of funds.

B. **Notice of Layoff**

Bargaining unit employees shall be given a notice of layoff, as defined under section A and Education Code 45117, no later than March 15th of the school year prior to when the layoff is due to take effect. A layoff that is conducted as a result of the expiration of a specially funded program, need only provide 60 days notice and may be done at any time during the school year.

Notices shall be transmitted to the employee with appropriate proof of service. Notices to employees shall include:

1. The effective date of the proposed layoff.
2. Displacement and reassignment rights which includes the time limit of five (5) days to accept or reject displacement and/or reassignment.
3. Reemployment rights.
4. The opportunity to discuss the seniority rights, bumping provisions, and other considerations with the Assistant Superintendent of Human Resources or his/her designee.
5. Information regarding employee's right to a hearing.

The District and CSEA shall meet no later than five (5) working days after any notice of layoff has been sent, to review the proposed layoffs under the provisions of this Agreement. Failure to give the employee written notice under the provisions of this section shall invalidate the layoff.

C. **Order of Layoff**

1. Whenever it becomes necessary to reduce the number of classified employees because of lack of work, lack of funds, the District shall recommend the specific positions to be discontinued. Employees shall be laid off in reverse order of seniority within the job classifications of such discontinued positions.

2. Employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time, they will be reemployed in their previous position prior to any new applicants. In addition, such persons laid off shall have the right to participate in promotional examinations within the district during the thirty-nine (39) months. If the employee refuses a reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

3. Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the bargaining unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

4. Notification of recall shall be made by personal contact or certified mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) working days after receipt of the notification and arrange the time of return to work. The employee must, however, be available within fifteen (15) workdays of notice.

D. **Bumping Rights**

An employee laid off may exercise displacement rights within his/her classification or in any lower classification in which he/she was previously employed and in which he/she holds seniority credit. The employee to be displaced shall be the one with the least seniority in the classification plus any higher classifications.

E. **Layoff In Lieu of Bumping**

An employee who elects a layoff in lieu of bumping maintains his/her employment rights under this Agreement.

F. **Hire Date Seniority**

Seniority shall be based on date of hire as a regular employee within the specific classification. Adjustment to an employee's hire date shall be made for all breaks in service and unpaid leaves except unpaid illness leave, unpaid maternity leave, unpaid family care leave, or unpaid industrial accident leave.

G. **Equal Seniority**

If two (2) or more employees subject to layoff have equal seniority within their classification, the determination as to who shall be laid off shall be made on the basis of the greater seniority with the District in a bargaining unit position. If that be equal, then the determination shall be made on the basis of date of hire as a substitute within the district. If that also be equal, the determination shall be made by lot.

H. **Voluntary Demotion of Voluntary Reduction in Hours**

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list.

ARTICLE 17. CONTRACTING OUT

A. The parties agree that the District may not contract out work normally and customarily performed by bargaining unit members to other employees or non-employees without negotiating the decision to do so prior to the implementation of the contract.

B. The parties agree that the District may not contract out work normally and customarily performed by bargaining unit members if such contracting out causes the layoff or involuntary reduction of hours of any bargaining unit member.

C. The District shall give advanced notice of any intent to contract out services normally and customarily performed by bargaining unit members to allow the parties to exchange information and, if necessary, engage in meaningful negotiations over any decision to contract out or transfer bargaining unit work and/or the negotiable effects of any such decision. CSEA will respond within five working days of receipt of notification from the District as to whether or not it desires to negotiate. If CSEA desires to negotiate such contracting out, they agree to meet with District within 10 working days after notification from the District regarding its intent to contract out.

D. In the case of an emergency, and subject to mutual agreement, the timeline for meeting and negotiating may be shortened in order to ensure that the essential operations of the District can continue. In the event of such an emergency, the length of the contract may not be longer than 15 working days. Any extension of this contract may not happen without meeting and negotiating the decision to do so with CSEA.

Side Letter Agreement between The California School Employees Association and its San Ysidro Chapter #154 and the San Ysidro School District

1. This Side Letter Agreement is meant to reflect an agreement between The California School Employees Association and its San Ysidro Chapter #154 (CSEA) and the San Ysidro School District (the District), hereby referred to collectively as "The Parties".
2. The Parties agree to remove a waiver in Article 17 of the current collective bargaining.

   Agreement that allows the District to contract out work normally and customarily performed by bargaining unit members to employees and non-employees outside of the classified bargaining unit. The Parties acknowledge that current contracts exist in the District for a variety of reasons, including to provide services to students that are necessary to maintain safe operations of the schools, that cannot be provided due to vacancies in the classified bargaining unit. The following articles are intended to provide guidelines for The Parties to reach a mutually beneficial resolution exclusively about existing contracts.

3. Prior to the end of the 2025-2026 school year, the Parties shall meet to reach an agreement regarding any existing contracts for services that are normally performed by classified employees but are currently contracted out by the District.

   a. The parties agree that this timeline may be extended by mutual agreement.

4. Five (5) days prior to the meeting, the District shall provide CSEA with a full and

complete list of all contracts that currently exist which provide services to students that are normally and customarily performed by bargaining unit members. This list shall include the cost of the contract to the District, the date that the contract was signed by the District, and the date of expiration of the contract. The District shall also notify CSEA of its intent to renew any contracts during this time.

ARTICLE 18. GRIEVANCE PROCEDURES

A. **Definitions**

1. Grievance: Is an allegation that the employee(s) has been adversely affected by a violation, misinterpretation, or misapplication of the provisions of this Agreement, state or federal law or District policy.

2. Grievant: A grievant is a bargaining unit employee covered by this Agreement who is filing a grievance. CSEA may be a grievant in grievances alleging violations of Articles entitled Recognition, CSEA Organization Rights, Contract Clauses, and Term.

3. District Employee: A District employee is a classified person receiving compensation and belonging to the CSEA bargaining unit as specified in Article I.

4. Representative: A representative is a fellow employee, CSEA, or legal counsel who participates in the grievance procedure.

5. Day: A day which the District office is open for business.

B. The purpose of this Article is to provide a procedure for the processing of grievances pertaining to a dispute which is defined in Article 18.A.1.

C. Any employee(s) may present grievances relating to a contract dispute to his employer and have such grievances adjusted without the intervention of CSEA as long as the adjustment is not inconsistent with the terms of this Agreement. The District shall not agree to the adjustment or resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a written response.

D. The District and CSEA agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level. The filing of a grievance shall not be construed as reflecting unfavorably upon the employee's good standing, performance, loyalty and desirability to CSEA. The District shall not interfere with, restrain, or coerce employees or representatives of the CSEA merely because a grievance is filed or processed.

1. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant appeal automatically to the next higher step. Failure of the grievant to adhere to the deadlines shall mean that the grievant waives any right to further appeal. However, nothing prevents the supervisor or CSEA representative from extending the dates by mutual agreement.

2. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of his/her supervisor. The grievant may not be required to act contrary to the contract or the Education Code.

3. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

4. If any grievance meeting or hearing must be scheduled during the day, any employee, including CSEA representatives, required by either party to participate in a grievance meeting or hearing shall be released from regular duties without loss of pay

5. Group Grievances: If the grievance involves more than one bargaining unit employee in a similar classification with different immediate supervisors, the grievance shall be filed on a single grievance form with attached signatures of the aggrieved employees. The grievance shall be filed at Step II.

E. The grievant has the right to have CSEA present at any step of the grievance procedure.

F. Procedure: Any bargaining unit member who believes he/she has a grievance shall first present the grievance orally to the immediate supervisor.

1. Step I Formal Resolution

If the grievant chooses to use the formal resolution the grievant shall next present his/her grievance in writing to the immediate supervisor within twenty-five (25) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. The immediate supervisor shall respond in writing five (5) days after the receipt of the grievance. The written information provided by the grievant shall include:

a. A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance;

b. A listing of the provisions which are alleged to have been violated, misinterpreted or misapplied;

c. A listing of specific actions requested of the District which will remedy the grievance.

2. Step II

If the grievance is not resolved at Step I, the grievant shall then proceed, within five (5) days after the receipt of the written decision, to present the grievance in writing to the Director of Human Resources.

Within five (5) days from the receipt of the grievance, the Director of Human Resources shall, if so requested, meet with the grievant in an effort to resolve the grievance. The Director of Human Resources shall make a written disposition of the grievance within five (5) days after such meeting and return it to the grievant.

3. Step III

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent or the Superintendent's designee. Within five (5) days from the receipt of the grievance, the Superintendent or designee shall meet with the grievant(s) on the grievance and shall indicate the disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to CSEA and to the grievant.

4. Optional Step

Prior to the submission of a grievance to arbitration, either party may make a written request for the services of the state conciliation service for mediation and recommendation.

5. Binding Arbitration

In the event that the grievance is not satisfactorily adjusted at the prior step, CSEA may submit a request in writing that the grievance be submitted to arbitration. The request shall be made within five (5) working days of the receipt of the response at the prior step or the failure of the District to timely respond. The parties shall immediately attempt to select a mutually acceptable arbitrator either from lists to be developed by the parties or developed by PERB. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, the grievance may be submitted for arbitration to the American Arbitration Association. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the American Arbitration Association.

G. The conduct of the arbitration shall be governed by the voluntary labor arbitration rules of the American Arbitration Association. Both parties agree that subject to the provisions of the Code of Civil Procedure of the State of California, the arbitration award resulting from this procedure shall be final and binding on all parties.

H. The cost of arbitration shall be borne equally by the District and CSEA.

I. Complaints: Unit members may file complaints against other employees in accordance with Board Policy 1312 and applicable regulations.

ARTICLE 19. NO STRIKE--NO LOCKOUT

A. The Exclusive Representative and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage or any concerted refusal to perform work as required in this Agreement and will undertake to exert its best efforts to discourage any such acts by any employees in the unit.

B. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize any lockout of any persons covered by this Agreement.

ARTICLE 20. CONTRACT CLAUSES

A. **Saving Provisions**

If any provision of this Agreement are held to be contrary to law or any applicable rule, regulation, or order issued by a government authority other than the District which shall be rendered invalid or restrain compliance with or enforcement of any provisions of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect.

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

B. The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA and the District shall support this Agreement for its term.

C. It is agreed and understood that CSEA will not strike during the duration of this Agreement.

D. CSEA and the District recognize the duty and obligation of its representatives to comply with the provisions of this Agreement, and make every effort toward inducing all management, confidential and bargaining unit employees to do so.

E. In the event of a strike, CSEA agrees in good faith to take all necessary steps to cause those employees to cease such action.

F. The District agrees not to lock-out bargaining unit employees, in the event that another District union engages in any concerted activities, the District agrees to insure the safety of CSEA-bargaining unit employees.

G. The District and CSEA agree to re-open two (2) Articles of their choice on or before March, of each year of this agreement.

Appendix A

San Ysidro School District

CLASSIFICATION TABLE

Non-Management Classified Employees

POSITION	STEP
Secretarial/Clerical	
Administrative Secretary I	9-13
Administrative Secretary II	13-17
Administrative Secretary III	18-22
School Administrative Assistant	13-17
Administrative Clerk I	7-11
Administrative Clerk II	8-12
Testing Assistant	8-12
Transportation Operations Tech	16-20
Publications, Warehouse, and Technical Support Technician	14-18
Instructional Media Resource Aide	11-15
Special Education Technician	20-24
District Translator & Interpreter	20-24
Business Services	
Accounts Payable Specialist	18-22
Accounting Technician I	8-12
Accounting Technician II	12-16
Accounting Technician III	16-20
Buyer	21-25
Data Reporting Analyst	19-23
Data Support Specialist	18-22
Information Systems Analyst	20-24
MOTF Accounting and Procurement Specialist	19-23
Network and Systems Specialist	18-22
Information Computer Specialist	18-22
Senior Payroll and Benefits Accountant	21-25
Maintenance/Operations	
Maintenance Person	16-20
Maintenance / Electrician	15-19
Maintenance / HVAC	17-21
Maintenance / Plumber	17-21
Maintenance / Locksmith	17-21
Lead Maintenance	18-22
Mechanic	15-19
Bus Driver	12-16
Bus Aide	7-11
Custodian	10-14
Special Program Custodian	10-14
Grounds Specialist	15-19
Delivery Person	8-12
Lead Gardener	18-22
Lead Custodian	18-22
Warehouse Distribution Associate	14-18

POSITION	STEP
Nutritional Services	
Area Production Lead	16-20
Child Nutrition Specialist	6-10
Lead Child Nutrition Specialist	13-17
Other	
Campus Security	9-13
Campus Aide	5-9
Children and Families Project Facilitator	15-19
Health Clerk	9-13
Licensed Vocational Nurse	13-17
Locker Room Attendant	8-12
Outreach Consultant	16-20
Instructional Aide	6-10
Instructional Aide, SPED	7-11
Instructional Health Care Asst	11-15
Special Program Campus Aide	5-9
Special Program Instructional Aide	6-10

Appendix B

San Ysidro School District
Classified Schedule
Salary Administration Plan 005
Annual

Step	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5
1					
2					
3					
4					
5	$ 40,177.38	$ 40,414.70	$ 40,652.02	$ 42,051.41	$ 42,892.44
6	$ 40,414.70	$ 40,652.02	$ 42,051.41	$ 43,989.77	$ 44,869.59
7	$ 40,652.02	$ 42,051.41	$ 43,989.77	$ 46,025.67	$ 46,946.18
8	$ 42,051.42	$ 43,989.77	$ 46,025.67	$ 48,145.54	$ 49,108.45
9	$ 43,989.77	$ 46,025.67	$ 48,145.54	$ 50,346.88	$ 51,353.83
10	$ 46,025.67	$ 48,145.54	$ 50,346.88	$ 52,671.68	$ 53,725.10
11	$ 48,145.54	$ 50,346.88	$ 52,671.68	$ 55,097.73	$ 56,199.68
12	$ 50,346.88	$ 52,671.68	$ 55,097.73	$ 57,625.01	$ 58,777.50
13	$ 52,671.68	$ 55,097.73	$ 57,625.01	$ 60,273.29	$ 61,478.76
14	$ 55,097.73	$ 57,625.01	$ 60,273.29	$ 63,045.03	$ 64,305.93
15	$ 57,625.01	$ 60,273.29	$ 63,045.03	$ 65,958.75	$ 67,277.93
16	$ 60,273.29	$ 63,045.03	$ 65,958.75	$ 68,997.18	$ 70,377.12
17	$ 63,045.03	$ 65,958.75	$ 68,997.18	$ 72,159.03	$ 73,602.22
18	$ 65,958.75	$ 68,997.18	$ 72,159.03	$ 75,481.44	$ 76,991.07
19	$ 68,997.18	$ 72,159.03	$ 75,481.44	$ 78,947.03	$ 80,525.98
20	$ 72,159.03	$ 75,481.44	$ 78,947.03	$ 82,583.00	$ 84,234.67
21	$ 75,481.44	$ 78,947.03	$ 82,583.00	$ 86,385.67	$ 88,113.38
22	$ 78,947.03	$ 82,583.00	$ 86,385.67	$ 90,364.87	$ 92,172.17
23	$ 82,583.00	$ 86,385.67	$ 90,364.87	$ 94,526.80	$ 96,417.34
24	$ 86,385.67	$ 90,364.87	$ 94,526.80	$ 98,880.11	$ 100,857.70
25	$ 90,364.87	$ 94,526.80	$ 98,880.11	$ 103,434.64	$ 105,503.32

Grade 1 Classified Employee

Grade 2 Classified Employee with 15 Community College* job related units to a Vocational Certificate and/or A.A. Degree

Grade 3 Classified Employee with Community College Vocational Certificate and/or 30 job related units

Grade 4 Classified Employee with A.A. Degree

Grade 5 Classified Employee with Bachelors Degree - 2%

*Trade school course must be equivalent to Community College unit(s). Prior to enrollment in trade school course(s), the employee must submit a request for course equivalence to the Executive Director of Human Resources, or designee. Trade school equivalent units will apply only to Grade II.

3.6% Longevity 10 Years of District Service
3.6% Longevity 15 Years of District Service
3.6% Longevity 20 Years of District Service
3.6% Longevity 25 Years of District Service
3.6% Longevity 30 Years of District Service

Classified employees with official transcripts verifying a MA Degree shall receive $1,500 annually

Instructional Aide, SPED shall receive $750 Annually
Instructional Health Care Assistants shall receive $1,000 Annually

Effective: 01/01/2025

*** The annual salary schedule is based on an employee who works 260 calendar days at 8 hours per day**

Appendix C
CLASSIFIED PERFORMANCE EVALUATION REPORT

NAME:	SITE/DEPARTMENT:	CHECK HERE [ ] IF THIS IS AN ADDITIONAL PERFORMANCE EVALUATION. PREVIOUS EVALUATION DATE:_____
POSITION:	EMPLOYEE STATUS:	RATING FOR PERIOD ENDING:

MONTHS OF EVALUATION (Probationary Employee Only)

Jan Feb Mar____Apr_____May_____June July____Aug_____Sep_____Oct_____Nov_____Dec_____

NOT OBSERVED	**NEEDS IMPROVEMENT	MEETS STANDARDS	*EXCEEDS STANDARDS	**SECTION A** GENERAL PERFORMANCE FACTORS EVALUATOR/IMMEDIATE SUPERVISOR must check each factor in appropriate column.	**SECTION B** – Commendations (Specific job strengths in areas exceeding standards)
				Quality of Work	**SECTION C** – Specific performance deficiencies along with guidelines for improvement **must be filled out for any areas marked "Needs Improvement"
				Volume of Acceptable Work/Productivity	
				Knowledge of Work	
				Job/Trade Skill Level	
				Completing/Meeting Deadlines	
				Initiative	
				Interpersonal Skills with Public, Colleagues and/or Students	**SECTION D** – Other comments
				Acceptance of Direction and/or Change	
				Effectiveness under Stress	
				Compliance with District rules, regulations and policies	
				Observance of Work Hours	
				Attendance	**OVERALL EFFECTIVENESS TO THE SITE/DEPARTMENT**
				Health and/or Safety Practices	
				Operation and Care of Equipment	
				Work Attitude and Interest	
				Written and Oral Communication Skills	
				Professional and supportive interactions with parents, staff, students, and community members	
ADDITIONAL FACTORS FOR LEAD EMPLOYEES					
				Planning and Organizational Skills	
				Leadership Skills	
				Employee Development, training and instruction	

[ ] EXCEEDS STANDARDS Consistently demonstrates exceptional performance

[ ] MEETS STANDARDS Consistently achieves performance standards

[ ] NEEDS IMPROVEMENT* Often fails to meet performance standards

* 6 or more "Needs Improvement" marks in Section A warrant an overall "Needs Improvement" and requires a growth plan

☐ Growth Plan Attached

EVALUATOR/IMMEDIATE SUPERVISOR:

_____ _____ _____

Signature Title Date

SECTION E – Employee Comments	EMPLOYEE: I certify that this report has been discussed with me. I also understand my signature below does not necessarily indicate agreement, and that I have the right to make written comments about this evaluation which will be attached and made a part of my permanent personnel file. EMPLOYEE'S SIGNATURE: _____ DATE: _____

Classified Growth Plan Template

The purpose of this Growth Plan is to identify performance deficiencies and concerns and to provide you with a clear mechanism for improving your performance. We believe that the directives provided below will clarify and outline the performance expectations of the District. The District is committed to providing you with the support necessary to successfully carry out your duties.

You will operate under this Growth Plan for a period of 90 (ninety) calendar days from receipt of this plan. Your supervisor will schedule a meeting on a regular basis to review your progress, address any issues or difficulties you may be having regarding the Growth Plan, or discuss other issues relevant to the successful completion of the plan.

It is the desire of the District that you are successful in improving your performance as outlined in this Growth Plan, and that the plan will be deemed completed at the end of the 90 (ninety) days or when, in the opinion of the supervisor, all objectives have been satisfactorily addressed.

Employee Name: _____

Employee Title/Position: _____

Site: _____

Date of Plan: _____

Performance Factor #1: _____

_____

Work Objectives: _____

_____

_____

Resources Provided: _____

_____

_____

Performance Factor #2: _____

_____

Work Objectives: _____

_____

_____

Resources Provided: _____

_____

_____

Performance Factor #3: _____

_____

Classified Growth Plan Template

Work Objectives: _____

_____

_____

Resources Provided: _____

_____

_____

Performance Factor #4: _____

_____

Work Objectives: _____

_____

_____

Resources Provided: _____

_____

_____

Performance Factor #5: _____

_____

Work Objectives: _____

_____

_____

Resources Provided: _____

_____

_____

Performance Factor #6: _____

_____

Work Objectives: _____

_____

_____

Resources Provided: _____

_____

Classified Growth Plan Template

My signature indicates this Growth Plan has been reviewed with me. I also understand my signature below does not necessarily indicate agreement. This Growth Plan will be attached to my Classified Performance Evaluation Report.

Administrator's Signature	**Title**
Employee's Signature	**Date**

***You have the right to have a CSEA representative present during meetings related to this Growth Plan.**

Appendix D
Catastrophic Leave Bank

SAN YSIDRO SCHOOL DISTRICT

SAN YSIDRO SCHOOL DISTRICT
CATASTROPHIC LEAVE BANK DONATION FORM
(Classified Employees)

Employee Name:_____ Position: _____

To be eligible to make a donation to the catastrophic leave bank, unit members must have an accumulated leave balance of at least ten (10) sick and/or vacation leave days. Eligible employees may donate - a minimum of one (1) working day of sick and/or vacation leave hours to the bank, but not more than five (5) working days in any one (1) school year.

According to my records, I have accumulated_____sick leave hours as of_____.
According to my records, I have accumulated_____vacation hours as of_____.
Total accumulated sick and/or vacation leave hours_____as of_____. (min. 10 days)

I have elected to donate_____sick leave days to the catastrophic leave bank.
I have elected to donate_____vacation days leave to the catastrophic leave bank.

If you wish to donate any portion of your leave to a specific employee, list the employee and number of sick or vacation days as indicated below:

Name of employee to receive days: _____
Number of donated sick leave days: _____
Number of donated vacation days: _____

_____ _____
Signature Date

For Payroll Department Use Only

Minimum of ten (10) days accumulated sick and/or vacation leave days at the time of donation.
Confirmed: Yes____No____

Beginning balance of sick leave days as of date of donation: _____
Beginning balance of vacation leave days as of date of donation: _____

Employee sick leave account debited_____hours based on donation. Date:__/__/___
Employee vacation leave account debited_____hours based on donation. Date: __/__/___

Ending balance of sick leave days as of date of donation: _____
Ending balance of vacation leave days as of date of donation: _____

_____ _____
Signature/Payroll Department Date

Appendix E

SAN YSIDRO SCHOOL DISTRICT
CLASSIFIED CATASTROPHIC EVENT/ILLNESS LEAVE BANK
REQUEST FOR WITHDRAWAL FORM

Employee Name:_____ Position: _____

I hereby request to withdraw a maximum of_____days of sick leave from the Catastrophic Event/Illness Leave Bank. I have donated_____sick and/or vacation leave days to the catastrophic leave bank in the____-____school year.

I understand that if a unit member has contributed one (1) day or less to their bank, he/she would be eligible for up to fifteen (15) days withdrawal from the catastrophic illness bank. If a unit member has contributed two (2) days or more to their bank, he/she would be eligible for up to thirty (30) days withdrawal from the catastrophic illness bank. If donations have been made to a specific employee, the leave shall be extended to equal the same number of days donated to the specific employee.

I understand that any permanent unit member who suffers from a catastrophic illness/injury is eligible to apply for use of sick leave days from the catastrophic leave bank, except that unit members not currently participating in the catastrophic leave bank (i.e., donating accrued vacation and/or unused sick leave) may only apply for and use sick leave days from the bank in cases of extreme hardship, as determined by the Catastrophic Event/Illness Leave Bank Peer Review Committee. To be eligible for use of bank days, the unit member must have exhausted all accrued paid leave credits, including vacation. The unit member must use all paid leave credits that he/she continues to accrue on a monthly basis before receiving bank hours.

I further understand that a member requesting use of bank hours must provide the District with written verification of the illness/injury prepared by a licensed physician.
A physician's verification is attached to this Request for Withdrawal Form.

_____ _____
Signature Date

(Submit to Human Resources Department for Processing)

For Human Resources Department Use Only

Has the Peer Review Committee verified eligibility for leave?____Yes____No
Has the employee donated sick and/or vacation leave days to the Catastrophic Leave Bank?
____Yes____No
If no, has Peer Review Committee determined extreme hardship exists?____Yes____No
Is a valid physician's verification attached?____Yes____No
Catastrophic leave bank days granted: _____

Appendix F

SAN YSIDRO SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM

Step 1
Grounds for Grievance

Grievant_____School_____Room_____Position_____
Date Grievance Occurred_____Time_____Location_____
Date Grievance Delivered_____Time_____Witnessed by _____
(Signature of Witness)

Description of Circumstances Resulting in Grievance: _____

_____

_____

Desired Remedial Action: _____

_____

_____

(Attachments Permissible) _____ (Signature of Grievant) _____ (Date)

Response to Grievance (Immediate Supervisor to respond in writing after 5 days of the receipt of the grievance)

Grievance Response Delivered_____Time_____Witnessed by _____
(Signature of Witness)

Decision/Action Taken:_____

_____

_____

_____

(Attachments Permissible) _____ (Signature of Supervisor/District Agent) _____ (Date)

Step II If the grievance is not resolved in Step I, the grievance may be presented on appeal o the Assistant Superintendent of Human Resources within 5 days after the receipt of the Response to Grievance in Step I.

Date Response Received_____Time_____Witnessed by _____
(Signature of Witness)

Date Step II Appeal Delivered_____Time_____Witnessed by _____
(Signature of Witness)

Conference Request Information: Conference Requested_____YES_____NO

Date(s) Requested_____Time(s)_____Location_____
Decision/Action Taken during meeting:_____

_____

_____

_____

Step III If the grievant is not satisfied with the disposition of the grievance at Step II, of if there has been no disposition made within 5 days of the Step II meeting, an appeal made be made to the Superintendent.

Date Response Received_____Time_____Witnessed by _____
(Signature of Witness)

Date Step II Appeal Delivered_____Time_____Witnessed by _____
(Signature of Witness)

Conference Request Information: Conference Requested_____YES_____NO

Date(s) Requested_____Time(s)_____Location _____

_____ _____
(Signature of Grievant) (Date)

Recipient's initials & Electric Date/Time Stamp affixed on receipt

Appendix G

SAN YSIDRO SCHOOL DISTRICT
POSITION DESCRIPTION QUESTIONNAIRE

THIS FORM IS DUE NO LATER THAN THE LAST DAY OF FEBRUARY.

TO BE COMPLETED BY CLASSIFIED EMPLOYEE

IDENTIFYING INFORMATION

1. Name: _____

2. Present Classification: _____

3. Length of Time in Present Classification: ___ Years ____ Months ____ Multiple Employees

4. Department/School: _____

5. Phone Number: _____ Extension #: _____

   Work E-Mail: _____

6. Year in which the classification of this position was last reviewed: _____

7. Name of Immediate Supervisor: _____

   Supervisor's Title: _____

   Phone Number: _____ Extension #: _____

   Work E-Mail: _____

8. Normal Working Hours: From _____ A.M./P.M. to _____ A.M./P.M.

9. Normal Workdays (Circle as appropriate): MON TUE WED THU FRI SAT SUN

10. Total Hours Per Week: _____

11. How have your duties and responsibilities changed since the position was classified at its present level or since you began in the position? Use a separate piece of paper if additional space is needed.

_____
_____
_____
_____
_____
_____
_____

12. Who, if anyone, previously performed the duties outlined in Question #11?

13. What special new knowledge and skills, if any, are needed to perform the duties of your position?

14. What new licenses, certificates, etc. do you possess, if any, which relate to this position?

15. What guidelines, policies, procedures, rules, or regulations do you use regularly in the performance of your duties?

16. Describe any decisions you make regularly in the course of your job without consulting with a higher authority.

17. What new special reports, if any, do you prepare independently? (Attach samples.) Do not include reports for which your only role is typing and/or proofreading. Explain your role in preparing the report.

18. List any new machines, equipment, or tools you use in performing your duties.

19. Describe your involvement, if any, in planning and/or determining goals.

20. Describe your role in the budget process for the office, department or school if applicable?

21. With whom do you interact in carrying out higher level responsibilities? Describe the nature of any contacts listed.

a. Within department or school

b. Outside department or school

c. Other agencies

22. Describe any hazards which you encounter on the job

a. What new training/certification/license, if any, did you have to undergo related to the hazards listed above?

_____
_____
_____
_____

23. How long have your duties been as described above?
_____ Years _____ Months

a. Have you ever been received out of class compensation _____ Yes _____ No

b. If so, please describe_____

24. Please attach the following to this questionnaire:
a. A copy of your present job description.

25. Describe any part of this position not covered in the preceding sections which should be included to provide a better understanding of your position.

_____
_____
_____
_____

Signature: _____ Date:_____

* This form has been mutually agreed upon by CSEA and San Ysidro School District. Any changes and/or modifications shall be subject to discussion and agreed upon by both parties.