



**AGREEMENT BETWEEN**

**THE AROMAS SAN JUAN UNIFIED SCHOOL DISTRICT**

**AND THE**

**AROMAS-SAN JUAN FEDERATION OF CLASSIFIED**

**EMPLOYEES**

JULY 1, 2023 – JUNE 30, 2026

BOARD ADOPTED:

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## **PREAMBLE**

This Agreement is made and entered into between the Aromas-San Juan Unified School District (District) and the Aromas-San Juan Federation of Classified Employees, AFT Local 4830, AFL-CIO (Federation). It is the intent of the District and the Federation to provide and promote a quality education for every student of this district. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code of the State of California.

### **ARTICLE 1: RECOGNITION AND SCOPE OF REPRESENTATION**

- 1.1** The District recognizes the Federation as the exclusive representative for all classified employees holding those positions listed in Appendix A.
- 1.2** Newly created classified positions that are not management, confidential or supervisory shall be added to Appendix A upon mutual agreement of the parties. If the parties do not agree whether a newly created classified position is management, confidential or supervisory, the matter shall be submitted to the Public Employment Relations Board for resolution.
- 1.3** All matters not specifically enumerated in this Agreement are reserved to the District, except as defined in this contract. Nothing herein shall be construed to limit the right of the District to consult with any employees or the Federation on any matter outside the scope of representation.

### **ARTICLE 2: ARTICLE 2: TERM**

- 2.1** The term of this Agreement shall be from July 1, 2023, through June 30, 2026.

## **ARTICLE 3:      ARTICLE 3: FEDERATION RIGHTS**

- 3.1**      Representatives of the Federation shall have the right to use school facilities and equipment at school sites at reasonable hours for Federation business when such facilities are not otherwise in use, subject to the following conditions:
- 3.1.1.**      An authorized Federation representative shall obtain advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
- 3.1.2.**      The Superintendent or designee shall determine whether the requested use of facilities will interfere with school programs and/or duties of unit members.
- 3.1.3.**      The Federation shall reimburse the District for any materials consumed while using District equipment.
- 3.2**      The Federation may use bulletin board spaces designated by the Superintendent, principal, or other designated management personnel, subject to the following conditions:
- 3.3**      **All postings shall contain the date of publication and the identification of the document as a Federation publication.**
- 3.3.1.**      The District shall provide a mailbox for each unit member.
- 3.4**      **Federation Business**
- A representative of the Federation shall be permitted to transact official Federation business on school property at reasonable times not interfering with the educational process or District duties of the employee. The representative shall notify the school principal or director of his/her campus presence.
- 3.4.1.**      Federation meetings for the unit will be scheduled when the majority of the unit is off-duty. For those unit members who are on duty, however, attendance at such meetings will be paid time, not to exceed 1 hour per month per employee, cumulative per year. In the event of a special need for coverage, the District may limit this provision.

- 3.5** A Federation representative shall be allowed to make brief announcements at unit member staff meetings at the conclusion of staff meetings.
- 3.6** The Federation President shall be allowed to make short, salutary remarks at the annual opening of school meetings for unit members and may designate the speaker.
- 3.7** The District agrees to furnish, upon request of the Federation, all information required by the Federation that is necessary and relevant for the Federation to fulfill its role as the exclusive bargaining representative.
- 3.8** The District shall provide the Federation with a copy of the seniority list annually upon request.
- 3.9** The District shall provide the Federation with a copy of the Board agenda packet, less any confidential items or those materials that relate to negotiations. The determination of confidential items and materials that relate to negotiations will be left to the judgment and discretion of the District. If there is not an electronic device for the President to use at a board meeting, a printed board packet will be provided by the District.
- 3.9.1.** The Federation shall be entitled to representatives at all public Board meetings and shall be allowed to speak on any item on any agenda in accordance with existing Board rules. Prior to each board meeting, the District shall publish a link to the board packet on its website and distribute it through email communications to all unit members. Approved minutes shall be linked to online board agendas.
- 3.10** Upon receiving a written request for dues deduction from the Federation President or designee, the District shall begin deducting dues for that member no later than the following month's regular pay warrant. The District will remit member dues to the Federation on a monthly basis. Additional deductions shall be remitted by the District in accordance with law or by mutual agreement of the parties. If a unit member requests to cease deducting dues, the District will direct the employee to the Federation, and will cease deductions upon confirmation from the Federation.
- 3.11** The Federation agrees to indemnify the District and hold it harmless against any court action and/or administrative action challenging the legality or constitutionality of the dues deduction provisions of this

Agreement, or their implementation, and to pay any judgment or settlement liability arising out of such challenge, provided any action or inaction of the District is consistent with the direction of the Federation President or designee.

- 3.12** The District will post a copy of the collective bargaining agreement on the District website in a format which permits individual employees to download copies. The District will refer new hires to the website for their review. Within 30 days of ratification of this Agreement by the Board of Trustees, the District shall post the updated contract on the website and distribute a link to all classified employees and provide each worksite with one copy of the Agreement in easily accessible locations for member reference (i.e. Transportation, District Office, School Sites.) The Federation and the District shall share the cost of printing.

**3.13 Release Time**

Release Time at District expense, pursuant to Government Code Section 3543.1, shall be provided as follows:

- 3.13.1.** Up to 5 unit members will be released for purposes of grievance and negotiation preparation/training in August (80 hours maximum).
- 3.13.2.** Up to 5 unit members to attend mid-year negotiations/grievance updates (64 work hours maximum).
- 3.13.3.** Any additional time for grievance processing: one person at each work site.
- 3.13.4.** Negotiations release time for up to 5 unit members on the Federation team.
- 3.13.5.** Selection of unit member participants in 3.12.1 and 3.12.2 by the Federation shall be such that no more than 3 substitutes will be required to be provided at any time. The costs for substitutes shall be borne by the District

**3.14 Unit Member Orientation**

- 3.14.1.** As per AB 119, the District shall provide the Federation president or designee with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses on file with the employer

and home addresses of newly hired bargaining unit members within thirty (30) days of hire or by the first pay period of the month following hire. (Cal. Gov't Code 3558)

- 3.14.2.** The District shall also provide the Federation an updated listing of all members of the bargaining unit including name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home addresses every four months (120 days). Personal phone, address and email addresses will be provided if the District has them in its records. The first list shall be provided no later than October 1<sup>st</sup>, the second list no later than February 1<sup>st</sup> and the third list after assignment letters have been issued and no later than May 31<sup>st</sup>. The parties may mutually agree, in writing, to temporarily change any timeline.
- 3.14.3.** The Federation shall be allotted sufficient time during the new bargaining unit member orientation to provide unit members with an overview of the Federation and the rights and responsibilities created by this Agreement.
- 3.14.4.** The District will hold an orientation meeting annually, prior to the first day of school for new bargaining unit members and will provide ten (10) days advanced notice to the Federation regarding the time and location of the event.
- 3.14.5.** The Federation will be given notice of any mid-year new employee on-boarding meeting, and of a 15-minute time slot for which a Federation representative will be able to meet with the new employee. If a Federation representative cannot meet at the appointed time, the Federation may make alternative arrangements to meet with the new employee.
- 3.14.6.** The District and the Federation agree to review this section during the 2018 contract negotiations.

## **ARTICLE 4: DISTRICT RIGHTS**

- 4.1** The exercise of powers, rights, duties and responsibilities, the adoption of policies, rule, and regulations, and the use of judgment and discretion by the District, its Board of Trustees and its designees shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California. Further, the District retains all its power and authority to take on any matter in the event of an emergency.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **5.1 General Provisions/Definitions**

- 5.1.1.** A grievance is an alleged violation, misinterpretation, or misapplication of this contract.
- 5.1.2.** A grievant may be either one or more unit members of the Federation or the Federation.
- 5.1.3.** The grievant may have a representative present at each step of the grievance procedure.
- 5.1.4.** A "Day" is any duty day based on the academic calendar published on the District website, unless otherwise provided in this Article.
- 5.1.5.** An "immediate supervisor" is the lowest level supervisor who has been designated by the District to adjust grievances and who exercises responsibility for the grieving unit member or program. For persons assigned to more than one site or program, one supervisor shall be designated the "immediate supervisor."
- 5.1.6.** If a grievance arises from the action of authority above the immediate supervisor, the grievance may be filed with the manager responsible for the action.
- 5.1.7.** The time limits on the filing and processing of grievances may be extended only by a written agreement signed by the parties.
- 5.1.8.** A grievance must be filed and appealed within the time limits set forth herein or the grievance shall be considered settled on the basis of the last answer given. If a District representative fails to answer to a grievance within the time limits provided at a particular step (unless such time limits are extended by written agreement), the grievance may be appealed to the next step within the appropriate time limits.
- 5.1.9.** All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, which shall be available for inspection only by the unit

member, his/her representative and those management, supervisory and confidential unit members directly involved in the grievance procedure.

- 5.1.10.** No reprisals of any kind will be taken by the District against any aggrieved person, any party of interest, any members of the Federation, or any participant in the grievance procedure by reason of such participation.
- 5.1.11.** The filing or pendency of any grievance shall in no way operate to impede, delay, or interfere with the right of the District to take the action complained of, nor justify the unit member's refusal to perform assigned duties.
- 5.1.12.** The grievant may have his/her grievances resolved at any level, except Arbitration, without the involvement of the exclusive representative, provided that the adjustment is not inconsistent with the terms and conditions of this Agreement and provided that the grievant and District stay enforcement of the proposed resolution until the Federation has received a copy of the proposed resolution and has had 10 days from the date of the notice to respond.
- 5.1.13.** The grievant has the right to have a Federation representative present at all meetings regarding a grievance.

## **5.2 Procedures**

- 5.2.1. Step 1:** Within 15 days after the event that was the basis for the grievance, or within 15 days of when the grievant reasonably should have known of the event that gave rise to the grievance, the grievant shall notify their "immediate supervisor" of the potential grievance, in writing. The grievant and supervisor shall meet and attempt to solve the grievance informally.
- 5.2.2. Step 2:** If the grievance is not settled at Step 1, the grievant may present a written statement of the grievance to the supervisor with a copy sent to the Superintendent, within 10 days of the Step 1 grievance answer. Such statement shall be on the form agreed upon by the Parties, which shall be provided in Appendix C and on the District website in a fillable format. The supervisor shall attempt to resolve the grievance as soon as possible and shall present a written answer to the grievant within 10 days after receiving the

written grievance.

**5.2.3. Step 3:** If the grievance is not settled at Step 2, the grievant may appeal to the Superintendent or the Superintendent's designee. Such appeal shall be in writing and shall be submitted within 10 days after the grievant receives the supervisor's Step 2 answer. This appeal shall include a copy of the original grievance, the supervisor's answer, and a statement of the reasons for the appeal. The Superintendent or designee shall respond to the appeal in writing within 10 days after receipt.

**5.2.3.1.** Either the grievant filing the grievance or the Superintendent or designee may request a meeting to discuss the grievance within this 10 day period. If such a meeting is held, the time limit for the Superintendent or designee's answer shall be extended for 10 days after the close of the meeting.

**5.2.4. Step 4:** If the grievant is not satisfied with the outcome of the grievance at Step 3, within 5 days the grievant may notify the District that the grievance is being moved to Step 4. At Step 4, the grievant may do one or both of the following:

**1. Optional Board Hearing:** Within 20 days the Board shall hold an informal hearing. All parties involved shall mutually agree upon the time. The hearing shall be held in a closed session meeting.

**2. Mediation:** If the grievance is not settled at Step 3 or by the optional Board hearing, the matter may be submitted to mediation, unless the grievant and the District agree to skip this step. The parties shall request a mediator from the State Conciliation and Mediation Service.

**5.2.5.** Should actions taken at Step 4 fail to resolve the dispute or if the parties mutually agree to skip Step 4 mediation, the Federation may submit the matter to arbitration by notifying the District within 20 days following the conclusion of Step 4 or following the Step 3 decision if Step 4 is skipped. The parties shall first make an effort to find a mutually agreeable arbitrator. If the parties cannot agree on an arbitrator, they shall request a list of seven (7) arbitrators from the State Conciliation and Mediation Service. The Federation and the

District shall alternately strike one name until the name of a single arbitrator remains. Lots shall be drawn to decide which party will strike first.

- 5.2.5.1.** The hearing shall be conducted in a timely manner. All expenses of the arbitrator and court reporter, if required by the arbitrator, for this hearing shall be divided equally between the Federation and the District. The parties shall pay their own costs for representation. The findings and recommendations of the arbitrator shall be final and binding on the parties.

## ARTICLE 6: **HOURS AND WORK YEAR**

### **6.1 Calendar**

The annual calendar shall be negotiated before the end of the preceding school year. The Federation shall participate in the District Calendar Committee and may choose a number of representatives that is proportionate to other groups who participate. The Calendar recommended by the committee shall go to Federation members for ratification prior to being implemented.

### **6.2 Workweek**

- 6.2.1.** The workweek for full-time unit members shall be 40 hours rendered in units of 8 hours. Other alternative workweeks as permitted by the Education Code may be considered by mutual agreement of the District and the Federation.
- 6.2.2.** The workweek shall consist of 5 consecutive workdays for all unit members rendering service averaging 4 hours or more per day during the workweek.
- 6.2.3.** The District retains the right to extend the regular workday or workweek when it is deemed necessary to carry out the District's business, as per Section 6.6.
- 6.2.4.** In the event of unforeseen emergencies or natural disasters, the District will have the right to require that needed personnel report to work, and may assign work to be performed remotely or at home, if needed. Unit members shall make every reasonable attempt to communicate with the District if they are unable to report to work. All unit member shall be paid their regular rate of pay during such emergency and natural disaster days.

### **6.3 Workday**

The workday for all unit members shall be established and regularly fixed by the District.

### **6.4 Lunch Period**

- 6.4.1.** A 30-minute, non-compensated, duty-free lunch period shall be provided to all unit members who render service of at least 6 consecutive hours. The lunch period shall be assigned by the

immediate supervisor.

- 6.4.2.** A meal period may exceed 60 minutes in those instances where a position is developed with a split shift. A split shift is defined as any work assignment with an unpaid period of 30 minutes or more during the shift.

## **6.5 Rest Period**

- 6.5.1.** A 15-minute compensated rest period shall be provided all unit members for each 4-hour period of service. The rest period herein described shall be taken at the direction of the immediate supervisor.

## **6.6 Overtime**

- 6.6.1.** Overtime compensation shall be provided to unit members who are directed by their immediate supervisor to work in excess of 8 hours in any 1 day or in excess of 40 hours in a calendar week.
- 6.6.2.** Unit members shall be compensated equal to time and one-half of the regular rate of pay or the unit member may opt to receive compensatory time off at time.
- 6.6.3.** Unit members excused from work because of holidays, sick leave, vacation, compensatory time, or other paid leave of absence shall be allowed to use the time off as time worked for the purpose of computing the number of hours worked for overtime service credit.
- 6.6.4.** An employee having an average workday of 4 hours or more shall be compensated at the overtime rate for any work required to be performed on the 6<sup>th</sup> and 7<sup>th</sup> days following the commencement of the workweek.
- 6.6.5.** An employee having an average workday of less than 4 hours during a workweek shall be compensated at the overtime rate for any work required to be performed on the 7<sup>th</sup> day following the commencement of his/her workweek.

## **6.7 Compensatory Time**

Not more than 100 hours of compensatory time shall be accumulated in a 12-month period.

- 6.7.1.** Prior approval must be obtained by the unit member from their supervisor before any compensatory time is earned.
- 6.7.2.** Compensatory time may be accumulated and used in conjunction with bereavement or unpaid leave, paid vacation, sick leave, and industrial accident or illness.
- 6.7.3.** Unit members authorized to take compensatory time off in lieu of cash compensation for authorized overtime shall take the compensatory time off within 12 calendar months following the month service was rendered.
- 6.7.4.** Use of compensatory time must have prior approval of the employee's immediate supervisor.

## **6.8 Minimum Call-Back Time**

Any employee who is called back to work after the completion of the normal workday or called back to work on a day when the employee is not scheduled to work shall be compensated for all hours worked at the appropriate rate of pay, but not less than 2 hours.

- 6.8.1.** All scheduled and emergency call backs for full-time unit members shall be paid at the overtime rate and call backs for less than full-time unit members shall be paid at the regular rate.
- 6.8.2.** Calls that require a member to do work from home outside of the normal workday, but do not require reporting to work in-person, shall be paid, a minimum, one hour at their regular rate. The unit member shall inform their immediate supervisor in writing of the call and the work performed prior to submitting their timesheet.

## **6.9 Holiday Pay**

All hours worked by a unit member on any holiday designated by this Agreement shall be compensated at time and one-half the regular rate of pay, excluding regular pay received for the holiday.

## **6.10 Adjustment of Assigned Time**

Any unit member who works an average of 30 minutes or more per day in excess of his/her part-time assignment for a period of 20 consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period.

- 6.10.1.** For the purpose of computing the number of hours worked, time during which any unit member is excused from work because of holidays, sick leave, vacation, compensatory time off, or other paid leave of absence shall be considered as time worked by the unit member.

## **6.11 Bus Driving Assignments**

Bus driving assignments shall be distributed according to the procedures set forth in the negotiated drivers' manual.

## **ARTICLE 7: HEALTH AND WELFARE BENEFITS**

### **7.1 Health and Welfare Eligibility**

All unit members who work 6 or more hours in any workday shall receive the full District contribution towards medical, dental, vision and prescription coverage for unit members and their dependents.

- 7.1.1.** Effective October 1, 2014 all unit members meeting the above eligibility will be required to enroll in health and welfare coverage with the District.
- 7.1.2.** Unit members become eligible for benefits the month following their first day of employment.

### **7.2 Health and Welfare Plan Information**

- 7.2.1.** The District's maximum annual health and welfare contribution is \$14,500.00.
- 7.2.2.** Unit members shall pay the difference between the District's contribution and the actual premium. All excess premiums shall be deducted by means of a monthly payroll deduction over their normal pay schedule.
- 7.2.3.** Unit members who choose a District health plan costing less than the District's maximum health and welfare contribution may take the net savings (District contribution minus plan premium) as the Cash Back Benefit.
- 7.2.4.** Only unit members meeting the requirements for full District contribution are eligible for the Cash Back Benefit Option.
- 7.2.5.** Cash Back Benefit dollars shall be allocated to the unit member over their normal pay schedule.
- 7.2.6.** Cash Back Benefit dollars may be utilized by the unit member as pre-tax dollars to participate in a Tax Sheltered Account (TSA) or as a contribution to the Flexible Spending Plan in 7.2.11 if allowable under current tax laws.
- 7.2.7.** Cash Back Benefit dollars may be paid to the member directly. In this circumstance, the Cash Back Benefit payment received

shall be considered as taxable income. Both the District and the unit member would be liable for applicable taxes as with any other salary disbursement.

**7.2.8.** The District shall offer medical plan options mutually agreed upon by the District and the Federation and make plan information, including premiums, available to unit members. Each year the District will present members with the medical plans available for the coming year.

**7.2.9.** Health and welfare package will include with the exception of the Two Tier HSA:

- Delta Dental Incentive Plan
- Orthodontic Plan
- Vision Plan

**7.2.10.** The SISC Health Care Flexible Spending Plan is available to all employees regardless of their eligibility for the other Health and Welfare Plans.

### **7.3 Pro-Rata Benefits**

**7.3.1.** All unit members who work fewer than 6 hours in any workday shall receive, at their option, pro-rata District contributions towards medical, dental, vision, and prescription services. The pro-rata share will be based on the number of hours worked per day, divided by 6. For example, if a unit member works 3 hours per day, the District will pay 50% of the premium(s) and the unit member will pay 50% the remaining premium(s).

**7.3.2.** The language in 7.3.1 will be reprinted on the open enrollment notice for health and welfare benefits that is distributed to all unit members.

### **7.4 Continuance of Coverage**

For unit members assigned less than a 12-month work year, the District shall continue to pay its share of the premium cost(s) provided in this Article during the period between the end of one school year and the beginning of another.

However, the unit member's annual contribution shall be deducted in equal installments in each work month.

## **ARTICLE 8: RETIREMENT BENEFITS**

**8.1** A unit member may elect to retire from the District and maintain the health benefit package with a maximum District contribution equal to that of an active employee at the time of the unit member's retirement as referenced in Article 7 subject to the following conditions:

**8.1.1.** The unit member must be at least 60 years old and not more than 64 years old at the effective date of retirement.

**8.1.2.** The unit member must have worked in the District in a classified position for at least 10 years, and, during the 5 years immediately preceding retirement the unit member must have been employed a minimum of 6 hours per day and receiving benefits.

**8.1.3.** Unit members who work less than 6 hours per day who participate in benefits per Article 7.3 are eligible for a District contribution to retirement benefits equal to the average proportion of the District's contribution to the unit member's benefits for the 5 years before retirement.

**8.1.4.** As per the SISC requirement, all retiree benefit costs will be subject to the Tiered (Single, Two Party or Family) Rate Schedule.

**8.2** **Paid participation in the program shall be terminated upon any of the following events:**

**8.2.1.** The retiree reaches age 65;

**8.2.2.** The retiree's death;

**8.2.3.** The retiree notifies the District in writing of the election to terminate participation.

**8.3** As an alternative retirement incentive, those unit members who meet the eligibility requirements above may opt to decline health benefits and receive a 1-time, lump sum payment of an amount equal to 50% of the monthly cost of benefits to the District multiplied by the number of months between the employee's retirement date and the month of the employee's 65th birthday.

**8.4** Unit members who provide advance written notification of retirement that will be effective June 30 shall receive the following incentives. Payment will be remitted with their final pay.

**8.4.1.** Retirement effective June 30<sup>th</sup>:

- Notify by January 15<sup>th</sup> - \$1,000.00
- Notify by February 15<sup>th</sup> - \$750.00
- Notify by March 15<sup>th</sup> - \$500.00

## **ARTICLE 9:       COMPENSATION**

### **9.1       Employment Status**

The probationary period for all newly hired unit members will be 6 months or 130 days of paid service, whichever is longer. Any paid days, including holidays, should be included in the counting 130 days of “paid service”.

- 9.1.1.**       If a unit member is absent during the probationary period for more than 10 workdays, the parties may mutually agree to temporarily pause the probationary period until the unit member is able to return to work and demonstrate their ability to perform the required duties.

### **9.2       Salary Schedule**

Unit members shall be compensated in accordance with the salary schedule set forth in Appendix B.

- 9.2.1.**       The District and the Federation will review and negotiate salary parity for at least five (5) job classifications with other comparable school districts in the labor market each year.
- 9.2.2.**       Paid work days including 3 paid professional development/non student days for the work calendar classifications, excluding paid holidays, are:

- School Year Employees
  - 183 Paid Work Day Calendar
- Bus Driver/Custodian Employees
  - 184 Paid Work Day Calendar
- School Office Clerk
  - 208 Paid Work Day Calendar
- School Office Secretary
  - 218 Paid Work Day Calendar
- Year-Round Employees
  - 244 Work Day Calendar

- 9.2.2.1.**       Individual changes to work calendars that alter the unit member’s start date, end date, or deviate from the standard number of workdays or work schedule may be requested by a unit member or the administrator and

negotiated by the District and the Federation. Any negotiated deviation shall terminate at the end of the school year, unless otherwise agreed to in writing.

### **9.3 Paychecks**

All regular paychecks of unit members shall be itemized to include all approved deductions. All unit members shall be paid once a month, payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

### **9.4 Payroll Errors**

All payroll errors shall be corrected as soon as possible. When a paycheck has been lost, it will be replaced as soon as possible.

### **9.5 Salary Step Placement for New Hires**

Upon hire by the District, a new employee's comparable school district work experience will be evaluated by the District to determine the proper salary step on which to place the new employee. Each step on the salary schedule equals one year of comparable work experience. A new unit member's experience will be credited up to the maximum step in the salary range of the job classification.

### **9.6 Any new classified positions that would have been created as 3.50 to 3.99 hours per day shall be a minimum of 4.00 hours per day.**

### **9.7 Promotion**

**9.7.1.** A unit member who is promoted to a higher job classification shall be placed at the step providing a minimum of a 5% salary increase. If the unit member is placed on the highest step of the salary schedule and the increase is less than 5%, the unit member will receive a monthly off schedule payment of the difference between the highest step and 5% for a period of one year unless the unit member does not successfully complete the probationary period, in which case the off schedule payment ceases when the unit member returns to their prior classification.

**9.7.2.** There shall be a 6-month probationary period following all promotions. Permanent employees who do not satisfactorily

complete their probationary period shall be reinstated to a position similar in classification and pay to their prior position.

## **9.8 Longevity Pay**

The District shall pay longevity to any qualifying unit member as follows:

- 9.8.1.** 2% additional pay during the 6<sup>th</sup> through 10<sup>th</sup> years of service in the District;
- 9.8.2.** 3% additional pay during the 11<sup>th</sup> through 15<sup>th</sup> years of service in the District (total 5%);
- 9.8.3.** 4% additional pay during the 16<sup>th</sup> through 20<sup>th</sup> years of service in the District (total 9%);
- 9.8.4.** 5% additional pay during the 21<sup>st</sup> through 25<sup>th</sup> of service in the District (total 14%).
- 9.8.5.** 6% additional pay during the 26<sup>th</sup> and subsequent years of service in the District (total of 20%).

## **9.9 Anniversary Date**

Unless otherwise stipulated, pay raises, including but not limited to, annual increments, longevity pay, and negotiated wage increases, shall be effective on July 1 of the affected year or upon transfer to a new position, whichever is more advantageous to the unit member.

## **9.10 Degree Recognition**

A \$500.00 stipend will be paid over 11 monthly payments for unit members who have a Bachelor of Art or Bachelor of Science degree. The stipend will be paid during the months of August through June.

## **9.11 Shift Differential and Split Shift Stipend**

- 9.11.1.** A 5% pay differential shall be paid to those unit members who are required to work shifts that end after 5 p.m.
- 9.11.2.** A split shift stipend of \$100.00 per month shall be paid to unit members in the transportation department who are scheduled to have a meal period that is 90 minutes or more. This shall not be considered paid time for purposes of overtime calculations.

## **9.12 Special Duties Stipend**

- 9.12.1.** A 7.5% stipend shall be paid to those instructional aides who work in a general education setting and perform lifting, toileting, feeding, or attend to other personal hygiene needs of students on a daily or weekly basis. When such a need occurs for the first time, the unit member shall receive approval from administration in writing within a reasonable time.
- 9.12.2.** An 8% stipend shall be paid to those instructional aides who are assigned to SDC classes to perform lifting, toileting, feeding, and to attend to other personal hygiene needs of students with special needs on a daily or weekly basis. When such a need occurs for the first time, the unit member shall receive approval from administration in writing within a reasonable time.
- 9.12.3.** A 10% pay stipend shall be paid to those instructional aides who are assigned job duties under the job classification of *Paraprofessional, Instructional Aide, Special Education specializing in Visually Impaired and Braille*.
- 9.12.3.1.** If the special duties services are discontinued between opening day and May 15 of a school year the stipend will be paid for one (1) additional month. If SDC services are discontinued, the stipend will continue to be paid for 30 calendar days.

## **9.13 Bilingual Stipend**

- 9.13.1.** General Provisions - Positions eligible for a bilingual stipend may include, but are not limited to, support services clerk, migrant support services clerk, paraeducator, bilingual education technician, school secretary/attendance clerk, and school office clerk, subject to mutual agreement by the Federation and the District. If a unit member believes that his/her position qualifies for a bilingual stipend, the unit member may submit a request for bilingual stipend to the immediate supervisor. The supervisor and the Superintendent will review the application to decide if it is merited.
- 9.13.1.1.** Any unit member receiving a bilingual stipend

(2% or 3%) may be required to interpret or translate intermittently during the regular course of their workday. When such duties are anticipated to take more than a majority of a workday, the immediate supervisor shall clarify how the interpretation/translation will fit into the priorities for that day or week to ensure the unit member has sufficient time to accomplish their other regular duties. Interpretation and translation of legal meetings and documents shall not be required.

**9.13.2. Bilingual Stipend (with Examination)**

Unit members serving in positions that require the use of oral and/or written Spanish shall be paid a 3% monthly stipend, provided they pass a high school level written and oral Spanish examination administered by the District.

**9.13.3. Alternative Bilingual Stipend (without Examination)**

- 9.13.3.1.** Unit members who have been required to speak Spanish during the performance of their duties and who have successfully performed those duties since July 1, 1996, shall receive a 2% bilingual stipend, pursuant to the conditions of section 9.12.1.
- 9.13.3.2.** These unit members shall not be required to write, translate, or interpret Spanish at Individualized Education Plan (IEP) meetings. Nor will they be required to interpret for classroom teachers who hold a BCLAD or similar bilingual credential or certificate.
- 9.13.3.3.** These unit members are eligible to take the written bilingual test and shall receive an additional 1% bilingual stipend upon passing, in accordance with 9.13.2.
- 9.13.3.4.** The District, upon request, shall provide at least 6 hours of test preparation to any unit member receiving the alternative stipend who

wishes to upgrade to the full stipend amount.

**9.13.3.5.** To qualify for this test preparation unit member must be receiving the alternative stipend at the inception of this agreement, July 1, 2013.

**9.13.3.6.** Test preparation shall be defined as a pre-test, offered during the course of the normal workday. If the preparation is offered during non-scheduled work hours of the unit member, the unit member will be paid a stipend of \$2.50 per hour.

#### **9.14 Extra Duty Stipends**

**9.14.1.** Stipends for extra duty, for which a unit members qualify to perform are listed in Appendix H.

**9.14.1.1.** If any stipend listed in Appendix H is increased by the certificated unit, the corresponding stipend in this agreement shall be adjusted to match that increase.

**9.14.2.** Unless otherwise stated, stipends for extra duty/coaching will be disbursed at the end of the extra duty/coaching assignment. To initiate this payment, the unit member shall turn in a request for extra duty/coaching compensation to the Site Administrator on a District Form. Payment will be made upon verification that the extra duty/coaching assignment has been completed.

#### **9.15 Summer Assignment Pay**

Summer Assignment Pay will be at least 10% above the employee's regular hourly rate if the unit member is serving in their regular position. If the employee is serving in a lower classification for the summer, they shall be paid at least 10% above the summer position's hourly rate, or, 5% above the pay in their current position, whichever is greater.

#### **9.16 Mileage**

Any unit member required to use his/her vehicle on District business shall be reimbursed at the IRS rate currently in effect. The unit member shall receive mileage reimbursement separately from the payroll warrant.

#### **9.17 Physical Examination**

When the District requires a medical examination of a unit member, either by rule or by its direction or the direction of its authorized District administrator, or when unit members are required by law to submit to a medical examination for continuance of employment, the District shall, at its discretion, provide the required examination, cause it to be provided, or provide the unit member with full reimbursement for the required examination.

#### **9.18 TB Testing**

Unit members may use a District designated facility to obtain a renewed TB Test where the cost for the renewed test will be billed directly to the District. Unit members shall request an approval form from HR to present to the designated facility prior to obtaining the TB Test.

#### **9.19 Uniforms and Tools**

The District agrees to pay the full cost of the purchase, lease, rental, cleaning and maintenance of uniforms, equipment, identification badges, and cards if they are required. The District will provide windbreakers, jackets and/or smocks for appropriate classified personnel such as maintenance, grounds, yard duty, instructional aides, crossing guards, campus supervisors, and food service employees. The District shall purchase one pair of appropriate work shoes per school year, up to \$150.00 (with tax and shipping) from a vendor selected by the District for unit members in food service, custodial, groundskeeping and maintenance. The District shall inform qualifying unit members of the process for ordering at the beginning of each school year. The District agrees to provide tools, equipment and supplies reasonably necessary for the performance of employment duties.

#### **9.20 “Me-Too” Clause**

The Parties agree that for the years 24-25 and 25-26 only, the Federation will receive the same percentage on the salary schedule as the certificated bargaining unit, the same one-time off-schedule percentage (if any), and will have the same health and welfare District contribution.

In addition, if the certificated bargaining unit received non-compensation improvements to the contract that have a significant fiscal impact, the cost will be estimated by the District as to their cost on the certificated salary schedule. The Federation will receive an equal percentage on the salary schedule. These costs include but are not limited to class size reduction, increases to release time or prep periods. The District and the Federation will confirm and approve the percentage at the time of ratification of the certificated tentative agreement. Additional workdays, routine Step and Column movement, State Retirement increases, and other routine increases shall not be considered improvements for this provision.

This language will sunset upon board approval of the 25-26 Tentative Agreement with the Federation, and the “me too” will default to the preceding language unless otherwise agreed upon by the Parties.

- 9.21** All unit members will be enrolled in the State Disability Insurance plan (membership in State Disability began on April 1, 2007).
  - 9.21.1.** When a bargaining unit member qualifies for SDI benefits, the District shall coordinate the benefits with the unit member’s sick leave and pay.
  - 9.21.2.** The District shall provide a clear written process to guide unit members through the steps they must take to coordinate SDI benefits with the district. This guide shall be shared with the Federation.

## ARTICLE 10: TRANSFER, REASSIGNMENT AND PROMOTION

### 10.1 General Provisions

**10.1.1.** For the purposes of this article, *transfer* shall mean movement between sites. *Reassignment* shall mean movement between positions within a site. *Promotion* shall be defined as the movement of an employee from one classification to another classification with a higher hourly rate of pay.

**10.1.2.** A unit member may be transferred from one position to another within the same classification or a related classification, or from one position to another classification within the bargaining unit for which the employee is qualified. Such transfers may be upon the request of the unit member or for the best interests of the District, as determined by the District, provided that the transfer is not taken for arbitrary or capricious reasons. Reasons for such transfer may include any of the following:

- Balancing the staff of a school or department;
- Changes in enrollment;
- Placement of personnel returning from leave;
- Opening and closing of schools.

**10.1.3.** The Superintendent or designee shall determine whether classifications are sufficiently related to permit transfer between them after considering similarity of duties, minimum qualifications, examination content, and occupational group.

**10.1.4.** A permanent unit member who transfers or is reassigned to a position in a classification in which the unit member has not previously completed a probationary period shall be considered probationary in the classification for a period of 6 months. Any time during the probationary period, the unit member may be returned to the former classification without right of appeal, except that the unit member shall receive in writing the reasons for such a move.

### 10.2 Voluntary Transfers and Reassignments within the Unit

**10.2.1.** A unit member wishing to transfer or be reassigned may request in writing to the Superintendent that the unit member be considered for transfer or reassignment when a vacancy

occurs in a like classification or a classification in the unit for which the unit member is qualified. The District will maintain a list of those unit members requesting such voluntary transfers and reassignments and notify them of any vacancy that occurs.

- 10.2.2.** Any position that is declared vacant shall be posted by the District for not less than 5 full workdays and provided by email to all unit members.
- 10.2.3.** Unit members on paid or unpaid leave or during summer recess may request in writing that a copy of all vacancy notices be mailed or emailed to them at their home address.
  - 10.2.3.1.** During the summer recess, all postings—written and oral—shall be made on the Friday of a given week. Employees shall have until the end of the workday of the second Monday to respond (9 calendar days).
- 10.2.4.** An employee may indicate interest in a voluntary transfer to either a newly created position or to an existing vacancy by the written procedure outlined in this Article or, if the employee is out of the area during a recess or vacation period, by calling the District office to indicate such an interest.
- 10.2.5.** All qualified unit members who have expressed interest within the stated time frame on the internal posting notices or vacancies will be interviewed for the position prior to interviewing any outside candidates. Unit members requesting a transfer or reassignment shall be considered on the basis of:
  - 1. Qualifications;
  - 2. Best interests of the District;
  - 3. Appropriate legal requirements regarding employment opportunity as set forth in District policy, state and federal laws and regulations; and
  - 4. If two or more internal applicants are deemed equal on the above criteria, the applicant with the highest seniority within the District.
- 10.2.6.** If an employee is not granted a voluntary transfer or reassignment, he/she may request a written explanation from the Superintendent that includes specific qualifications that were not met.

## **ARTICLE 11: SUMMER ASSIGNMENTS**

- 11.1** When work normally and customarily performed by unit members is available to be performed at times other than during the regular academic year, the work shall be offered to regular unit members in the appropriate classification as provided in this section.
- 11.2** The District will post notices for anticipated vacancies for summer assignments prior to the close of each school year. Unit members seeking summer assignments shall file applications with the District indicating which assignments they would accept and listing their qualifications for the assignments.
- 11.3** The District shall review the experience and the demonstrated skills of the applicants as evidenced by previous evaluations of supervisors, previous education and training, and previous occupational experiences. Written and oral examinations may also be administered when appropriate. The District shall select the most qualified applicant.
- 11.4** If 2 or more applicants are determined to be equally qualified, the applicant with the greater seniority shall be granted the position. In the event that equally qualified applicants have an equal amount of seniority, the decision shall be made by lot.
- 11.5** Unsuccessful applicants shall be entitled to a written explanation from the District regarding the reasons why they were not selected.
- 11.6** No unit member shall be required to accept such an assignment that is not so regularly assigned.
- 11.7** Compensation See Article 9

## **ARTICLE 12: LAYOFF AND REEMPLOYMENT**

### **12.1 Layoff**

Layoff procedures shall follow Education Code Section 45117. Permanent members are subject to layoff for lack of work or lack of funds as determined by the Board of Trustees in its sole discretion. "Permanent employee" includes an employee who was permanent at the time of the notice or right to a hearing was required and an employee who became permanent after the date of the required notice.

### **12.2 Specially-Funded Programs**

When, as a result of the expiration of a specially-funded program, unit members' positions are to be eliminated the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

### **12.3 Notice**

When, as a result of a bona fide reduction or elimination of the service, any permanent unit members shall be subject to layoff for lack of work, affected unit members shall be given written notice of layoff on or before March 15. The notice will include information regarding displacement rights, if any, and reemployment rights. Final written layoff notices to those classified employees subject to layoff due to lack of work or lack of funds must be served on or before May 14<sup>th</sup>.

The District may institute a layoff in compliance with Education Code Section 45117(d)(1) in the event that the Budget Act has not increased the local control funding formula apportionment by at least 2%.

### **12.4 Hearing**

If requested by the unit member, a hearing shall be held in compliance with Education Code 45117.

### **12.5 Reduction in Hours**

A reduction in hours may be effectuated using the layoff procedure described above, with all required notice and hearing requirements.

- 12.5.1.** If a reduction in hours is outside of the layoff notice window, the Parties shall meet and negotiate over any proposed reduction in hours.

## **12.6 Emergency**

Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Trustees without the notice required by the above sections, if so allowed by law.

## **12.7 Order of Layoff**

In the event of a layoff, the order of layoff within the class shall be determined by date of hire. In the case of 2 or more unit members having identical seniority, the seniority shall be determined by hours in paid status. In the case of 2 or more unit members having the same date of hire and equal hours in paid status, the tie shall be broken by lot.

- 12.7.1.** "Hours in Paid Status" means all hours in paid status, whether during the school year, a holiday, a recess, or any period that school is in session or closed, but does not include any hours compensated solely on an overtime basis, military leave, unpaid illness leave, or unpaid industrial injury leave. "Hours in Paid Status" shall not be interpreted to mean any service performed prior to entering into probationary or permanent status in the classified service of the District, except service in restricted positions.

## **12.8 Displacement Rights**

- 12.8.1.** Pursuant to section 12.1, the District shall determine the position or positions to be eliminated. If the unit member holding the eliminated position is the least senior in the classification, that unit member will be given a final layoff notice.
- 12.8.2.** If the unit member holding the eliminated position is not the least senior in the classification, the unit member will be given displacement options, as follows:
- a) to select a vacant position in the same class or a lower class in which the unit member has previously successfully completed the probationary period; or

- b) to bump, according to seniority, into any position in the same classification (whether the position has more, less or equal hours to that of the unit member); or
- c) to bump, according to seniority, into any position in another classification in which the unit member has attained permanent status (whether the position has more, less or equal hours to that of the unit member); or
- d) to accept layoff; or
- e) if eligible, to retire in lieu of layoff

**12.8.3.** Nothing in the Article shall be construed to limit the District's rights to transfer and reassign employees, pursuant to Article 10.

## **12.9 Grievances**

The provisions of Sections 12.1 through 12.6, excluding 12.5.1, of this Article shall not be grievable.

## **12.10 Seniority List**

Before any layoff, the District shall post a seniority list of affected unit members. The District shall also provide the Federation with a copy of the seniority list annually upon request.

## **12.11 Continuation of Benefits**

Unit members in health and welfare benefit eligible positions who are laid off shall be eligible to continue to receive District insurance benefits for a period of 1 full calendar month from the day of layoff, subject to the approval of the insurance carriers.

## **12.12 Eligibility for Reemployment**

Reemployment shall be in the reverse order of a layoff. Unit members who are laid off are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such unit members laid off shall have the right to apply for promotional positions within the District during the 39- month period.

## **12.13 Voluntary Demotion or Reduction in Hours in Lieu of Layoff**

- 12.13.1.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be granted the same rights as unit members who were laid off. They shall retain eligibility to be considered for reemployment for an additional period of up to 24 months, provided that the same tests of fitness under which they qualified for appointment to the class still apply. The Board shall determine the specific period for eligibility for reemployment on a class-by-class basis.
- 12.13.2.** Unit members who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall, at the unit member's option, be returned to a position in their former class or to positions with increased assigned time as vacancies become available, without limitation of time.

## **12.14 Reemployment Procedures**

- 12.14.1.** Offers of reemployment shall be made by either personal service or via U.S. certified mail addressed to the last known address and shall include: the specific vacancy, hours being offered, the rate of pay, level of benefits, a current job description, and a mechanism for acceptance or refusal of the offer of reemployment within the prescribed time limit and a place for the unit member's signature. If the unit member fails to reply within 10 working days of the date of personal service or of mailing of the offer of reemployment, it shall be deemed a refusal of the offer.
- 12.14.2.** It is the responsibility of each unit member on a reemployment list to file a current mailing address with the District.
- 12.14.3.** The unit member's name shall be removed from the reemployment list after he or she refuses 3 offers of reemployment in the class from which he or she was laid off.
  - 12.14.3.1.** It is not a refusal of employment for the employee to decline an offer of reemployment for fewer hours than assigned at the time of layoff.
- 12.14.4.** When a laid-off unit member is rehired from a reemployment list, his/her accrued sick leave balance at the date of layoff shall be reinstated.

- 12.14.5.** Upon reemployment in the class from which he or she was laid off, a unit member shall be placed on the step of the salary range to which he or she was entitled at the time of the layoff.

**12.15 Layoff and Retirement**

Any unit member who was subject to being laid off or who was laid off for lack of work or funds and who elected service retirement from the Public Employees' Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees' Retirement System that the retirement was due to layoff for lack of work or funds.

- 12.15.1.** If the unit member is subsequently subject to reemployment and accepts in writing an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of the Public Employees' Retirement System has properly processed the employee's request for reinstatement from retirement.

## ARTICLE 13: PAID HOLIDAYS

- 13.1** The District shall provide all unit members who are eligible by law with the following paid holidays, regardless of the day of the week on which the holiday falls:

Labor Day	First Monday in September
Veterans' Day	November
Thanksgiving Day and the Friday following	November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	January
Lincoln's Birthday	February
Washington's Birthday	February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May

- 13.2** In addition to the above-mentioned paid holidays, the District shall provide all 12- month unit members, and members working summer school, eligible by law, with the following additional paid holidays, regardless of the day of the week on which the holiday falls:

- Juneteenth – June 19<sup>th</sup>
- Independence Day – July 4<sup>th</sup>

- 13.2.1.** One floating holiday day during winter break, in lieu of Admissions Day, shall also be provided for all 12-month employees.

### **13.3 Holiday Eligibility**

- 13.3.1.** Unit members who work less than 12 months per year will be paid only for the holidays listed above if they fall between their first and last day of service during the school year.
- 13.3.2.** If additional holidays are decreed during a school year, a unit member will be paid only if it is a day on which the unit member is scheduled to work.
- 13.3.3.** A unit member shall be in a paid status on his/her assigned

workday immediately preceding or succeeding the holiday in order to be paid for the holiday.

**13.3.4.** Payment for holidays occurring while a unit member is on a paid leave of absence shall not be charged against vacation or sick leave.

**13.3.5.** When a holiday falls during the vacation of a unit member, that holiday will not be charged as a vacation day.

## ARTICLE 14: LEAVES OF ABSENCE AND VACATION

### Paid Leaves

#### **14.1 Vacation**

The following formula shall be used in computing earned vacation:  $\frac{5}{6}$  (.833) of a day per month, as per the California Education Code 45197, will be prorated according to months/hours worked, and granted as time off (if warranted) or paid as a lump sum at the end of the school year.

Employees may request to use up to half the annual accrual of vacation during the probationary period.

##### **14.1.1. Examples:**

- A 183 work day unit member who works 6 hours per day would receive vacation credit of 49.9 hours and be paid at his/her regular hourly rate ( $\frac{5}{6}$  day x 10 months = 8.3 days per year x 6 daily hours = 49.9 hours at his/her regular hourly rate).
- A 3-hour unit member, using the same formula, would earn 24.9 hours ( $\frac{5}{6}$  day x 10 months = 8.3 days x 3 daily hours = 24.9).

##### **14.1.2. 12 month employees who work a regular 40-hour week will be granted 3 weeks (15 workdays) vacation each year beginning on the 6<sup>th</sup> year of continuous service and each subsequent year thereafter.**

**14.1.2.1.** The maximum carry-over of vacation hours from one fiscal year to the next shall be 176 hours. If a unit member has more than 176 accrued hours of vacation as of June 15 of any school year, the unit member shall receive payment on the June paycheck, at the unit member's current hourly rate for any hours in excess of 176.

**14.1.2.2.** Requests for vacation must be submitted to the unit member's supervisor using the online absence management system. Vacation requests shall be entered at least two (2) weeks before the requested vacation for Administrator approval.

In unforeseeable circumstances the District will consider vacation requests filed with less than two weeks' notice.

- 14.1.2.3.** The supervisor will approve or deny the vacation request via the absence management system within three (3) work days of the vacation request.

## **14.2 Sick Leave**

- 14.2.1.** Full-time unit members working 12 months, 5 days per week shall earn 12 days of sick leave per year.
- 14.2.2.** Full-time unit members working less than a full fiscal year (12 months) shall earn proportional sick leave, based on the number of months the unit member is employed. For example, a 180 work day unit member shall earn 10 days of sick leave per year.
- 14.2.3.** Unit members working less than 5 days per week shall earn proportional sick leave based on the number of days per week the unit member is employed.
- 14.2.4.** Unit members working less than 12 months and less than 5 days per week shall earn proportional sick leave as determined by using a combination of these sections.
- 14.2.5.** At the beginning of each school year, each unit member shall be credited with the number of days of paid sick leave that he/she would normally earn in the ensuing fiscal year. Any unused sick leave shall be accrued from year to year and shall be transferable from other school districts.
- 14.2.6.** Sick leave must be taken in increments of 15 minutes.
- 14.2.7.** If a unit member has not accumulated compensatory time, he/she may use sick leave for purposes of personal medical and/or dental appointments. Such leave shall be deducted in increments of 15 minutes.
- 14.2.8.** In order to receive compensation, sick leave absences shall be entered in the absence management system a minimum of two (2) hours before the beginning of the unit members shift unless conditions make notification impossible. In the event it

is not possible to report the absence more than two (2) hours in advance, the unit member shall communicate with the direct supervisor to report the absence.

**14.2.9.** Unless otherwise notified, the District will assume the unit member will be returning to their regular position at their regular time on the work day following any absence due to sick leave.

**14.2.10.** A unit member absent for 4 consecutive working days or more may be required to present a doctor's statement to their supervisor confirming an illness and stating the date they are able to return to work with or without restrictions.

### **14.3 Sick Leave Buy-Out**

Unused sick leave accrued from any California public school district may be used to enhance service credit for PERS retirement benefits, according to Education Code and PERS rules and regulations. Instead of applying unused sick leave to PERS credit, a unit member may select one of the following options:

**14.3.1.** The unit member who has completed 5 years of service in the District may receive a one-time cash pay-out of 50% of his/her unused sick leave accrued during service in the District up to \$600. This pay-out will be made at the time of separation from the District.

**14.3.1.1.** This buy-out is not available to any unit member who is terminated or resigns in lieu of termination.

**14.3.2.** An employee who is separating from the District to work in a different school district may choose to transfer his or her accrued sick leave to the new district as provided in the Education Code.

### **14.4 Extended Sick Leave**

**14.4.1.** Unit members requesting extended sick leave shall notify Human Resources as early as possible so the appropriate paperwork can be sent for completion to determine eligibility.

- 14.4.2.** After exhaustion of paid sick leave, a unit member who is ill or injured may, upon request, use accumulated vacation and compensatory time to avoid leave without pay.
- 14.4.3.** Beginning with the first day of absence due to illness or injury and extending through a period of 5 calendar months, a unit member who continues on illness leave after using all his/her entitlement for industrial accident leave, regular sick leave, accumulated compensatory time, vacation, and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount equal to Step 1 of his/her job classification for any day a substitute is employed to fill their position during their absence.
- 14.4.4.** Probationary employees are not entitled to extended sick leave unless they have previously been permanent employees and are serving in a new position.
- 14.4.5.** After exhaustion of all paid leave, a unit member in permanent status may be placed on additional leave without pay upon request and with approval of the Board of Trustees. The additional leave may be extended for any period not to exceed 6 months and may be renewed for 2 additional 6- month periods.
- 14.4.6.** If the unit member is still unable to assume the duties of his/her position at the conclusion of all sick leave and additional paid or unpaid leave granted under these rules, he/she shall be placed on a reemployment list for a period of 39 months.

#### **14.5      Pregnancy Disability Leave**

A unit member shall be entitled to Pregnancy Disability Leave in accordance with California law.

#### **14.6      Parental Leave**

A unit member who meets the legal qualifications under FMLA/CFRA shall be granted parental leave, upon application, for a period of up to 12 workweeks. The leave shall be for reasons related to the birth of a child, or placement of a child in connection with the adoption or foster care of the child by the unit member. The unit member may use their sick leave, vacation leave, and compensatory time for this purpose. The amount deducted from the salary due to the unit member for any of the remaining portion of the 12-workweek

period after all leave has been exhausted, shall not exceed an amount equal to Step 1 of his/her job classification for any day a substitute is employed to fill their position during their absence.

## **14.7      Personal Necessity Leave and Personal Business**

**14.7.1.      Personal Necessity Leave, With Reason (Tell)** – Up to 7 days per year of accumulated sick leave may be used by the unit member at his/her election. Personal Necessity shall not be available for activities which can normally be accomplished outside the workday or on non-workdays, nor for the extension of a holiday or vacation period. Personal Necessity may be used for the following reasons, and the specific reason must be disclosed:

**14.7.1.1.**      Illness of an immediate family member

**14.7.1.2.**      Death of a member of his/her immediate family when additional leave is required beyond that provided as bereavement leave.

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

**14.7.1.4.**      Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.

**14.7.1.5.**      Urgent or emergency compelling personal circumstances out of the control of the unit member.

**14.7.2.      Personal Business With No Reason (No Tell)**

**14.7.2.1.**      No more than five (5) of the seven (7) personal necessity days per year may be used for personal business.

**14.7.2.2.**      At least 5 working days prior to the absence, a unit member shall secure advance authorization from his/her supervisor through the absence management system for the use

of these 5 personal business days. The unit member need not give a reason for the use of these 5 days.

**14.7.2.3.** Personal Business No Tell shall not be available for the extension of a holiday or vacation period.

**14.7.3.** Written verification may be required by the District for items identified in section 14.8.1.

**14.7.4.** “Immediate family” for the purposes of this section shall have the same meaning as in Section 14.9 Bereavement Leave.

**14.7.5.** Personal necessity in excess of the days granted in 14.8.1 must have the prior approval of the Superintendent or designee. A phone call to the Superintendent or designee will be sufficient for obtaining that approval in emergencies.

## **14.8 Bereavement Leave**

**14.8.1.** Each unit member is entitled to five (5) days of paid bereavement leave for the death of any member of his/her immediate family.

**14.8.2.** Members of the immediate family include mother, mother-in-law, father, father-in-law, stepfather, stepmother, spouse, son, daughter, stepchildren, foster children, son-in-law, daughter-in-law, brother, sister, grandmother of unit member or spouse, grandfather of unit member or spouse, grandchild of unit member or spouse, or any immediate family member living in the immediate household of the unit member.

**14.8.3.** Members of the bargaining unit may request permission of the immediate supervisor to be absent, utilizing any available personal necessity leave, vacation hours or without pay because of the death of any relative not designated as immediate family. Such request shall be granted unless there are compelling reasons that would seriously hamper the operations and flow of business of the District.

## **14.9 Catastrophic Sick Leave**

“Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the unit member for an extended period, or that incapacitates a member of the unit member’s family whose incapacity requires the unit member to take time off from work for an extended period to care for that family member and taking extended time off from work creates a financial hardship for the unit member because he/she has exhausted all of his/her sick leave.

### **14.9.1. Eligibility Requirements**

Eligible leave credits may be donated to a unit member for a catastrophic illness if all the following requirements are met:

1. The unit member who is, or whose family is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
2. Participants may be required to submit a doctor’s statement indicating the nature of the illness or injury and indicating the probable length of absence from work.
3. The District determines that the unit member is unable to work due to his/her or family member’s catastrophic illness or injury.
4. The unit member has exhausted all his/her paid sick leave credits.

**14.9.2.** No unit member may donate sick leave credits unless he/she has a minimum of 15 days of accumulated sick leave and may donate only days in excess thereof.

**14.9.3.** All transfer of sick leave credit to the program is irrevocable.

**14.9.4.** A unit member who receives paid sick leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this section.

**14.9.5.** The maximum amount of donated leave credit that may be used by an individual under this section shall be 90 days in any school year.

**14.9.6.** Catastrophic leave credits shall not be used for illness or disability that qualify the participant for workers’

compensation benefits.

- 14.9.7.** Credits shall not be considered available leave for purposes of qualifying for Public Employees' Retirement System disability.
- 14.9.8.** Participants who have exhausted regular sick leave, but still have extended sick leave available to them, shall be eligible for the Catastrophic Leave Program. The District shall pay the participant full pay, and Catastrophic Leave credits shall be charged at one-half day of sick leave for each day of absence.
- 14.9.9.** The District office shall maintain the Catastrophic Leave Bank on file.
- 14.9.10.** Credits donated and distributed shall be filed on District forms and shall be authorized by the Superintendent and Federation President before transfers are made into and out of the credit bank.
- 14.9.11.** The District shall issue a "Call for Donations" whenever a unit member requests use of the Catastrophic Sick Leave Program and fewer days exist in the credit bank than are requested.
- 14.9.12.** All voluntary donations of sick days shall be made available to the requesting unit member, up to the maximum specified above.
- 14.9.13.** Any excess sick days donated beyond those used by the requesting unit member shall be held in the Catastrophic Leave Bank for future requests.
- 14.9.14.** Days shall be contributed to and granted from the Catastrophic Leave Bank without regard to the daily pay rate of the participant.

#### **14.10 Jury Duty**

- 14.10.1.** Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state or federal court. Leave shall be granted for the period of jury service. The unit member shall receive full pay while on leave provided that the jury service fee, less meals, mileage, and lodging, is given to the District, as well as the subpoena or court certification

- 14.10.2.** When a unit member receives a jury summons, the unit member shall enter the day in the Absence Management System selecting Jury Duty as the reason. The unit member shall submit to their supervisor a copy of the summons.
- 14.10.3.** If a unit member is required to report to Jury Duty, they must obtain a proof of appearance from the court clerk for each day they are required to report for service. This information should be attached to the unit member's Absence Report Form for the month of jury service.

#### **14.11 Industrial Accident/Illness Leave**

- 14.11.1.** A unit member who is absent from duty because of an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance Act shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from the District's workers' compensation insurance carrier, provided that in the opinion of the District the illness or injury constitutes an industrial accident, or, if contested by the District, it is ultimately determined to be work-connected.
- 14.11.2.** Paid industrial accident or illness leave shall commence on the first day of such illness or accident.
- 14.11.3.** Paid industrial accident leave shall be for not more than 60 working days in any 1 school year for the same accident or illness. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next school year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury. Industrial accident/illness leave shall not accumulate from year to year.
- 14.11.4.** Paid industrial accident leave shall be reduced by 1 day for each day of authorized absence regardless of compensation. Paid industrial accident leave shall not be deducted from sick leave.
- 14.11.5.** If the unit member is still unable to return to duty after exhausting paid industrial accident leave, he/she shall be placed on paid illness leave if he/she is eligible therefore. Accumulated illness leave will be reduced only by the amount necessary to provide a full day's compensation, when added to

the unit member's workers' compensation temporary disability allowance.

**14.11.6.** After all paid illness leave has been exhausted following a paid industrial accident leave, a unit member shall use earned compensatory time or other earned leave to the extent necessary to make up his/her salary when receiving a temporary disability allowance from the District's workers' compensation insurance carrier.

**14.11.7.** While a unit member is on any paid leave resulting from an industrial accident or illness, the salary paid shall not, when added to his/her workers' compensation temporary disability allowance, exceed the unit member's regular salary.

**14.11.7.1.** The salary of a unit member who is a permanent employee is computed on the basis of the number of hours and days in his/her basic daily assignment.

**14.11.7.2.** A unit member who is not permanent shall have his/her regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status.

**14.11.7.3.** During all paid leaves resulting from an industrial accident or illness, the unit member shall retain all wage-loss benefit checks received from the District's workers' compensation carrier.

**14.11.7.4.** The District shall issue appropriate pay warrants to the unit member and shall deduct normal retirement and other authorized allowances and wage loss benefit amounts.

**14.11.7.5.** Should a unit member be unable to return to his/her previous classification, the District shall consider the employee for placement in other positions for which he/she may be qualified. Should an employee be placed in a position under such circumstances, he/she shall serve a 6 month probationary period.

- 14.11.7.6.** When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the unit member's name shall be placed on the reemployment list for the class from which he/she was on leave for 39 months.
- 14.11.7.7.** A unit member who fails to accept an appropriate assignment after being medically certified for return to duty shall be removed from the reemployment list.
- 14.11.7.8.** "Appropriate assignment" is defined as an assignment to the unit member's former class, status, and work hours.
- 14.11.7.9.** A unit member removed from a reemployment list before the expiration of the 39-month period may appeal the removal to the Board of Trustees.

## **Unpaid Leaves**

### **14.12 Military Leave**

Military Leaves shall be granted pursuant to state and federal law.

### **14.13 Childcare Leave**

- 14.13.1.** Childcare leave shall be granted any unit member, upon request, for a period of up to 1 school year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness.
- 14.13.2.** A unit member on childcare leave of a definite duration of more than 30 days may return to duty prior to the expiration of the leave, provided that the position is still in existence and the District has not contracted with another employee to fill the position. If the leave request is for 30 days or less, the unit member shall be returned to the same position.
- 14.13.3.** This leave provision may be used for adoption or placement of a foster child.

#### **14.14 Legislative Leave**

A unit member employed by the District as a permanent employee who is elected/appointed to a full-time state or federal legislative position shall be granted an unpaid leave of absence.

#### **14.15 Family and Medical Leave**

An eligible employee may be entitled to up to 12 workweeks of unpaid leave within a 12 month period to care for their own serious health condition, care for a child, parent, spouse, or a designated person who has a serious health condition, or for the birth, adoption, or foster care placement of a child pursuant to the federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"). A designated person can be any person related by blood or whose association with the employee is the equivalent of a family relationship. An eligible employee may designate one "designated" person per 12-month period. Such leave will run concurrently with other paid and unpaid leave pursuant to this Article.

- 14.15.1.** To be eligible for up to 12 weeks of unpaid Family and Medical Leave per year, the unit member must have worked for the District for at least 12 months.
- 14.15.2.** Unit members shall use any available paid leave concurrent with Family and Medical Leave.
- 14.15.3.** During Family and Medical Leave, those unit members receiving District-paid benefits will continue to receive those benefits.

#### **14.16 Other Leaves**

A unit member may be granted paid or unpaid leave at any time by the Board of Trustees for purposes such as professional growth, further education, travel, family needs, etc.

## **ARTICLE 15: EVALUATION**

### **15.1 Philosophy and Purposes of Classified Staff Evaluation**

**15.1.1.** The personnel evaluation procedures of the Aromas-San Juan Unified School District are intended to identify, reinforce, maintain and improve (as needed) skills, attitudes, and abilities that result in the achievement of the program goals and objectives of the District. The evaluation plan shall provide a procedure for:

**15.1.1.1.** Identifying and commending effective performance.

**15.1.1.2.** Counseling and assisting employees to improve performance.

**15.1.1.3.** Documenting appropriately the basis for commendation, demotion, suspension, or dismissal.

**15.1.2.** The evaluation is a valuable communication link between evaluator and employee. It offers an opportunity for an open and frank exchange of ideas and opinions if used correctly. It should contribute directly to employee growth and development.

### **15.2 Frequency of Evaluations**

**15.2.1.** Permanent unit members shall be evaluated at least every two (2) years pending a Meets Standards or Exceeds Standards overall evaluation in their previous evaluation cycle. Additional evaluations may be requested by the unit member. The District evaluator may schedule one (1) additional evaluation with the unit member during the post evaluation conference and provide the reason for a second evaluation. In the event a permanent unit member receives an overall rating of Needs Improvement or Unsatisfactory, the unit member shall be provided with a remediation and support plan with clear, measurable improvement outcomes, appropriate support, a reasonable timeframe in which to show improvement, and feedback during the plan's timeframe. The District shall notify the Federation President or their designee, of the intent to implement a remediation and support plan prior to the unit member beginning the plan. No details of the member's identity, job classification, or plan is required to be shared.

**15.2.2.** Probationary employees shall be evaluated on or before the 120<sup>th</sup> calendar day following employment (4 months). Additional evaluations may be made at the discretion of the of the program or site administrator. If additional evaluations are made, the evaluator shall follow the procedure of using official evaluation forms and having a conference with the person evaluated.

**15.2.2.1.** Probationary unit members may request a second evaluation to be completed no later than 30 days before the end of their probationary period.

### **15.3 Criteria for Evaluation and Assessment**

The Superintendent shall provide for the evaluation and assessment of employee competency as it reasonably relates to each of the following:

- 15.3.1.** Performance of the tasks identified in the unit member's job description.
- 15.3.2.** Adherence to District expectations, District policies, the Education Code, and other relevant rules, laws and procedures.
- 15.3.3.** Maintenance of professional and effective attitude toward job performance, working with other staff and interaction with the public or students and parents.
- 15.3.4.** Maintenance of appropriate working environment.

### **15.4 Procedures for Evaluation and Assessment**

The evaluation and assessment of a unit member's job performance shall be based upon actual observation of the employee's work and will not include "hearsay" or "gossip."

**15.4.1.** The current approved evaluation tool is included in Appendix D.

**15.4.2.** No later than the 8<sup>th</sup> week the school year or after a job change that triggers a new probationary period, the evaluator shall meet with each unit member on the evaluation cycle for collaborative discussion to review and define the unit member's goals and objectives, and to discuss assessment methods that will be used in the evaluation process. In no case may the evaluator set a goal or give a directive that is inconsistent with the terms of the CBA. This timeline may be extended by mutual agreement.

**15.4.3.** The Superintendent or designee shall appoint the evaluator(s) for each unit member. Under normal circumstances, the program or site administrator (or his or her designee) shall have overall responsibility for the evaluation. If someone other than the program administrator is the evaluator, the Superintendent or designee shall promptly notify the employee and allow time for a pre-conference check-in with the new evaluator.

**15.4.4.** Evaluations conducted pursuant to this procedure shall be reduced to writing and a copy thereof transmitted during a conference with the supervisor to the employee not later than 30 days before the last day of the employee's work year in which the evaluation takes place.

**15.4.5.** The employee shall have the right to initiate a written reaction or response to the evaluation within 10 working days of receiving the evaluation. Such response shall become a permanent attachment to the evaluation and shall be retained in the employee's personnel file. In addition to the program or site administrator's evaluation, and at his/her option, the employee shall have the right to submit a self-evaluation on the District-adopted Classified Employee Evaluation form.

**15.4.6.** The evaluator shall discuss with the employee his/her job performance, including strengths, progress, weaknesses and/or problems, with specific recommendations for means of improvement and suggestions of available sources of assistance.

**15.4.6.1.** Evaluations that contain notice of less than satisfactory performance shall also include the evaluator's specific recommendation for methods/means of improvement and support available. During the post-evaluation conference, such recommendation will be discussed and a timetable for a subsequent evaluation, if appropriate, will be decided and agreed upon.

**15.4.7.** An employee may appeal a negative evaluation from the previous school year, in writing, to the Superintendent by the 2<sup>nd</sup> Friday in September. Both the employee and the supervisor will meet with the Superintendent by the 4<sup>th</sup> Friday in September. The Superintendent shall render a decision by the 1<sup>st</sup> Friday in October.

**15.4.7.1.** Probationary employees may appeal a negative evaluation, in writing, to the Superintendent within 10 working days of the post-evaluation conference. Both

the employee and the supervisor will meet with the Superintendent within 10 working days of receipt of the written appeal. The Superintendent shall render a decision within 10 working days of this meeting.

**15.4.7.2.** Permanent employees given additional evaluations as per 15.2.1 (Frequency of Evaluations) would have the same appeal rights as outlined in 15.4.7.

**15.5** The evaluation process shall be conducted in accordance with the California Education Code and the negotiated agreement.

**15.5.1.** If the evaluator fails to follow the guidelines in the California Education Code and the negotiated agreement for the annual evaluation of a unit member, at the unit member's request, that evaluation will not be placed in the unit member's permanent file.

**15.6** The employee shall acknowledge receipt of the evaluation form by signing the original. The signature of the employee does not constitute agreement with the contents of the evaluation.

**15.7** Observed behavior of an employee considered to be unsatisfactory should be brought to the attention of, and discussed with, the employee within a reasonable time.

## **ARTICLE 16: CORRECTIVE ACTION**

**16.1** The purpose of this article is to provide a remedial sequence of steps for corrective action, where appropriate, and to provide the due process to unit members. Corrective action is not to be used in place of the evaluation process.

### **16.2 Right to Representation and Grievance**

**16.2.1.** At all levels of this process, the unit member shall have the right to representation by the Federation at the request of the member.

**16.2.2.** Corrective action at Levels 1 and 2 shall not be grievable. Procedural issues at Levels 3, 4 and 5 are subject to the grievance process. The grievance process shall not stop or stay the suspension or dismissal procedures.

### **16.3 Timely Action**

**16.3.1.** If corrective action is necessary, the procedures in this article shall be initiated in a timely manner so that the unit member has an opportunity to correct and improve his or her conduct as soon as possible.

**16.3.2.** All time lines in this Article may be waived by mutual agreement. A workday for the purposes of this Article shall be a day in which the central administrative office of the District is open for business.

### **16.4 Cause**

No unit member shall be disciplined except for cause as permitted pursuant to this Article or by law. Causes for disciplinary action include:

1. Unsatisfactory performance;
2. Dishonesty involving official District business or theft involving District property, other employees' or students' property on District premises;
3. Possession of illegal substances or alcohol at work;
4. Being under the influence of alcoholic beverages or unprescribed drugs while on the job or when reporting for work;
5. Consumption of alcoholic beverages on the job;

6. Illegal use of narcotics;
7. Conviction of a sex offense as defined in Education Code Section 44010, conviction of a narcotics offense in Section 44011, or conviction as a sexual psychopath in Article I, Chapter I Part 1.5, Division 6 of the Health and Welfare Code;
8. Work performance impaired by use of medications;
9. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the job description;
10. Willful damage to district property;
11. Insubordination;
12. Habitual tardiness;
13. Willful or persistent violation of Education Code or rules and regulations of the District Board of Trustees, or the State Board of Education and other applicable laws;
14. Falsification of relevant information on employment application forms and other District records;
15. Unauthorized absences;
16. Unlawful discrimination or harassment against any co-worker, member of the public, or student on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, gender, gender identity, gender expression, sex, sexual orientation, or age while acting in the capacity of a district employee;

#### **16.5 Progressive Action**

- a) Discipline imposed shall be proportionate to the offense as established after the conduct of an appropriate investigation and taking into account, where appropriate, the concept of progressive discipline.
- b) The progressive discipline steps outlined in Section 6 of this Article may be waived when the incident giving rise to the discipline constitutes:
  - i. A substantial and imminent threat to the health or safety of students, staff; or

- ii. The result of gross negligence; or
- iii. Other gross misconduct which causes substantial harm to the District, its students or staff.

## **16.6 Levels of Action**

- a) A record of action taken at Levels 3, 4, or 5 shall first be presented to the unit member for review, then placed in the unit member's personnel file. The unit member has a right to respond in writing, and the response will be attached to the record of action.
- b) Because a hearing to dispute the underlying facts is not provided to the unit member with respect to corrective action at Levels 1, 2, and 3, in the event the District seeks to rely upon a Level 1, 2, or 3 action in support of a subsequent disciplinary action at Levels 4 or 5, the District will bear the burden of proving the underlying facts upon which the earlier corrective action was based.

### **Level 1- Oral Warning**

An oral warning consists of a discussion with the unit member about a problem and its solution. The unit member is to be informed in clear and concise language of the error, specific ways to improve, and what is expected of the unit member in the future.

### **Level 2- Written Warning**

A written warning consists of notification in writing to the unit member outlining the problem and its solution, as well as the date the verbal warning was issued. The unit member is to be informed in clear and concise language of the error, specific ways to improve, and what is expected of the unit member in the future. The unit member shall be clearly informed they are receiving a written warning.

### **Level 3- Written Reprimand**

A written reprimand shall contain a clear and concise statement of the specific acts or omissions that constitute the reasons for corrective action, the specific actions the unit member must take to show improvement and a full explanation of the possible consequences if improvement does not occur within a reasonable period of time.

### **Level 4- Suspension**

A suspension is a temporary removal from duty without pay for a specific period of time from one (1) to fifteen (15) workdays.

## **Level 5- Dismissal**

Dismissal is termination from the District for cause. A permanent employee who timely requests a hearing on charges shall not be suspended without pay, suspended with a reduction in pay, demoted with a reduction in pay, or dismissed before a decision is rendered after the hearing, unless the Board of Trustees, or the third party hearing officer selected to preside over the hearing finds that the District showed, by a preponderance of evidence at the conclusion of the Skelly hearing, that the employee engaged in criminal misconduct; misconduct that presents a risk of harm to pupils, staff, or property; or committed habitual violations of the district's policies and regulations.

If a hearing on the charges will be conducted by an impartial third-party hearing officer or the Board of Trustees, the school district may stop paying a permanent employee before a decision is rendered after 30 calendar days from the date the hearing is requested.

### **16.7 Procedure for Levels 4 and 5**

- 16.7.1.** A unit member shall be given written notice of the proposed suspension or termination. The notice shall contain a statement of the specific acts or omissions upon which the corrective action is based and the implementation date of the proposed action. It shall also include a statement of the unit member's right to respond and appeal. At all times, the burden of proof is on the District.
- 16.7.2.** The unit member shall be suspended or dismissed as proposed unless he or she requests a hearing. If the unit member requests a hearing, the suspension or termination shall be postponed until a final decision is rendered pursuant to this article.
- 16.7.3.** The written notice shall be presented to the unit member by personal delivery or certified U.S. Mail, return receipt requested, to the unit member's last known address.
- 16.7.4.** The unit member shall have at least five (5) workdays from the date of receipt of the notice in which to respond to the charges and make a written request for a hearing.
- 16.7.5.** The unit member may also request in writing a conference with the superintendent (or designee) within three (3) workdays after the date of receipt of the notice. The conference shall be held at a mutually agreed time and date, but no later than five (5) workdays after the conference request.
- 16.7.6.** If the unit member requests a hearing, and the Federation agrees with the request, the hearing will be conducted before an arbitrator

selected from a list of five (5) names provided by the California Mediation and Conciliation Service. Each party shall alternately strike names from the list of arbitrators until one name appears. The parties will draw lots to determine who strikes first. In the alternative, the parties may mutually select a hearing officer.

- 16.7.6.1.** The parties will make every effort to schedule the hearing to commence within thirty (30) calendar days after the request for hearing. Extensions may be granted by mutual agreement or at the discretion of the arbitrator or hearing officer.
- 16.7.6.2.** The arbitrator shall conduct a hearing at which both parties may present evidence and witnesses. Technical rules of evidence shall not apply. Unless requested by the arbitrator or hearing officer, briefs shall not be submitted.
- 16.7.6.3.** After completing the hearing, the arbitrator or hearing officer shall submit a written report to the parties containing findings of fact based on the evidence presented, conclusions of law (if appropriate) and a recommendation as to the appropriate level of discipline. The report shall be submitted within twenty (20) calendar days of the close of the hearing.
- 16.7.6.4.** The Governing Board may accept, reject, or modify the recommendation. If the Governing Board rejects or modifies the recommendation, it shall specify in writing the rationale and evidence supporting the decision. The Board's decision shall not be arbitrary or capricious.
- 16.7.6.5.** The cost of the arbitrator or hearing officer, court reporter, and their related costs shall be borne equally by the District and the Federation. However, if the Governing Board rejects or modifies the recommendation the costs shall be borne exclusively by the District.

## **ARTICLE 17: PERSONNEL FILES**

### **17.1 Official File**

- 17.1.1.** Each unit member shall have an official District personnel file, which shall be maintained at the District administrative office. All evaluations and other materials, except pre-employment papers (such as letters of recommendation and references) relating to the unit member considered as official records of the District shall be available during regular school business hours to the unit member upon his or her request.
- 17.1.2.** The unit member shall have the right to reproduce any of the contents of the files, except confidential pre-employment papers.
- 17.1.3.** Access to personnel files shall be limited to authorized persons.
- 17.1.4.** Personnel files may not include information obtained prior to employment, exclusive of documents obtained during the employment process.

### **17.2 Derogatory Information**

- 17.2.1.** No materials derogatory to a unit member's conduct, service, character or personality shall be placed in the files unless the unit member has had an opportunity to read the material. Such material shall be signed and dated.
- 17.2.2.** The unit member shall have the right to attach a written response to any derogatory material filed in his/her personnel file. Information of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon.
- 17.2.3.** An employee may request the update of his/her file with materials relevant to his/her position such as course work and driving certificates.
- 17.2.4.** No secret file or any materials, record or the like, may be kept on any unit member for any purpose.
- 17.2.5.** Official grievances filed by an employee under the grievance procedures as outlined in this contract shall not be placed in the personnel file of that employee. A separate file shall be maintained for grievances.

## **ARTICLE 18: SAFETY CONDITIONS**

### **18.1 General Conditions**

The District shall conform to and comply with all applicable health, safety, fire, and sanitation requirements imposed by state, federal, city or county laws or regulations adopted under state, federal, city or county law or applicable Occupational Health and Safety (OSHA) regulations.

- 18.1.1.** The District will also conform to state and federal law and guidelines governing the use of video display terminals.
- 18.1.2.** All unit members are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees and students.
- 18.1.3.** The District shall make reasonable efforts to keep all school sites safe and healthy.
- 18.1.4.** Unit members shall report potential safety hazards to their supervisor.
- 18.1.5.** Unit members shall be issued a key to the door to their primary workspace.

### **18.2 Safety Committee**

A labor-management Safety Committee shall be formed to anticipate and respond to employee concerns for health and safety. The committee shall consist of one management representative, one confidential employees, and one representative from each bargaining unit. The committee shall meet at least annually.

### **18.3 Safety Equipment**

- 18.3.1.** Should the duties of a unit member reasonably require use of any equipment to ensure the safety of the employee, the District agrees to furnish such equipment.
- 18.3.2.** In the event of a declared community health threat, such as a pandemic or environmental hazard such as smoke, the District shall provide protective equipment, such as mask and hand sanitizer, as required by local, state or federal health officials.

#### **18.4 Blood-borne Pathogens**

Provisions and procedures of the District policy on blood-borne pathogens shall be followed by the parties. A copy of the most recent policy can be found as Appendix E.

- 18.4.1.** Should this policy be updated by the Board of Trustees, to reflect changes in state and/or federal law, the District will notify the Federation and employees and provide appropriate training. The updated policy will determine the correct procedures.

## **ARTICLE 19: PROFESSIONAL GROWTH/STAFF DEVELOPMENT**

### **19.1 Professional Growth Program**

The purpose of the Professional Growth Program is to encourage unit members to seek education to improve skills needed for their jobs and to learn new skills to allow them to advance within the District.

**19.1.1.** This program does not replace District-provided training during the unit member's workday. Instead, it expands the educational opportunities available to unit members outside their regular workday.

**19.2** The Professional Growth Program will pay tuition, books, and an hourly stipend for unit members taking job-related, pre-approved college courses, adult education courses, or training seminars or workshops, up to a maximum of \$1,000 per unit member per year.

**19.3** The District will budget \$5,000 per year for the Classified Professional Growth Fund. However, the Fund's balance shall not exceed \$10,000 at any time.

**19.4** The program shall be overseen by the Professional Growth Committee. The Committee will be comprised of 2 District-appointed members and 2 Federation-appointed members.

### **19.5 Procedures**

**19.5.1.** The District and the Federation shall send a joint memorandum to unit members by September 1 of each year, reminding them of the Professional Growth Program, criteria, and deadlines.

**19.5.2.** Unit members wishing to participate in the Professional Growth Program shall apply to the Committee on/or before May 30 for summer courses or August 30 for fall courses and by January 10 for spring courses.

**19.5.2.1.** The Committee will develop an application and approval procedures for training opportunities that cannot be accommodated by the May or November application date.

**19.5.3.** Applications shall be turned in to the District Office, on a form developed by the Committee.

**19.5.4.** The Committee will meet to review applications to determine if the course work meets the objectives and requirements of the program:

- 1) The course work must be job-related to improve skills needed for the unit member's job, or to learn new skills to allow him/her to advance within the District.
- 2) The course work must be college or adult education units or training workshops or seminars.
- 3) Classes must be scheduled outside the unit member's regular workday.
- 4) Excluded: Courses required to maintain a license necessary for the unit member's present job or training to meet the basic requirements of the employee's current job.

**19.5.5.** Committee approval must be given before course work commences.

**19.5.6.** The Committee will notify applicants of its decision no later than 3 weeks after application.

**19.5.7.** All course work must be pre-approved by the Committee.

**19.5.8.** Upon completion of the course(s), the unit member shall submit documentation to the Committee. The employee must receive a grade of "C" or better or "pass" in a pass/fail class to qualify for funding.

## **19.6 Payments**

**19.6.1.** The program will pay the cost of tuition and books for qualifying courses.

**19.6.2.** Participants will receive a stipend of \$2.50 for each hour of class attendance.

**19.6.3.** Normally, payments will be made upon successful course completion. However, upon request, advance payment for tuition and books may be arranged with the understanding that the payment must be refunded to the District if the course is not completed successfully.

## **19.7 Staff Development Committee**

**19.7.1.** A staff development committee shall consist of 1 classified employee from each site, appointed by the Federation, and up to 5 District representatives.

**19.7.1.1.** The classified appointees will each be from a different job family. The current District sites are the Preschool, San Juan School, Aromas School, Anzar High School, and the Transportation Department.

- 19.7.2.** In collaboration with sites and programs, the Committee shall be responsible for the development of a staff development plan for classified unit members. The plan may include:
  - 19.7.2.1.** In-service training;
  - 19.7.2.2.** Training for teacher/instructional aide teams;
  - 19.7.2.3.** Exploration of opportunities for local institutions of higher education and county offices of education to provide staff development;
  - 19.7.2.4.** Support for classified employees in their career advancement.
- 19.7.3.** The Committee will meet during routine work hours.
  - 19.7.3.1.** The Committee shall meet once a year, unless it decides that additional meetings are required
- 19.7.4.** The Committee will complete its plan for the following year by May 15 of each year, unless the Committee agrees by consensus to a later date.

## **ARTICLE 20: NON-DISCRIMINATION**

- 20.1** The District and the Federation will not discriminate against any unit member on the basis of race, color, creed, age, ethnic background, disability, marital status, political affiliation, nationality, sexual orientation, gender, gender identity, gender expression, or membership in any employee organization. Provisions of the Americans with Disabilities Act shall also apply to members or prospective members of the unit.

Job application forms and oral interview procedures will omit any reference to the applicant's membership in an employee organization.

## **ARTICLE 21: CONTRACTING OUT**

- 21.1** The District agrees that no unit member shall be laid off, suffer a diminution of salary, benefits or working conditions, or otherwise suffer a worsening of position with respect to employment due to the exercise by the District of its prerogative to contract for services with an outside vendor, without having first negotiated such reductions with the Federation.
- 21.2** Prior to contracting out services that are customarily performed by unit members, the District shall meet with the Federation President or designee to discuss the decision.

## **ARTICLE 22: MISCELLANEOUS PROVISIONS**

### **22.1 Severability**

If any provision of this Agreement or the application of such provision to any unit member or circumstances shall be held invalid, the remainder of this contract or the application of such provision to bargaining unit members or circumstances other than those as to which it is held invalid shall not be affected thereby.

### **22.2 Concerted Actions/Lockouts**

It is agreed that during the term of this Agreement unit members and/or the Federation shall not engage in a strike, work stoppage or concerted slowdown and that the District

shall not engage in a lockout.

### **22.3 Completion of Negotiations**

During the term of this Agreement, except as provided herein, the Federation expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Federation at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. This provision is not intended to allow the District to engage in unilateral changes of mandatory subjects of bargaining on issues that have not been negotiated by the parties.

### **22.4 Reopening of Negotiations**

For the 2024-2025 and 2025-2026 school years, Article 9 and the District's contribution to Health and Welfare benefits shall be closed. Each Party may open two articles of each party's choosing for 2024-2025 and 2025-2026, other than those that are closed.

Re-openers shall be submitted jointly by the District and the Federation no later than the regularly scheduled meeting in May unless an extension is agreed upon by both the Federation and the District.

## **APPENDIX A: POSITIONS**

The classified bargaining unit includes the following positions and all positions listed on the classified employee salary schedule:

After School Program Coordinator  
After-School Program-Scholar Leader  
Assessment Technician  
Behavior Support Specialist  
Bus Driver/Custodian  
Cafeteria Assistant  
Campus Supervisor  
Custodian  
Data Entry Clerk  
Food Service Provider  
Groundskeeper  
Lead Custodian/Maintenance  
Lead Groundskeeper  
Lead Mechanic  
Library/Media Clerk  
Mechanic  
Paraprofessional (1:1, Preschool, General Education, Special Education)  
Paraprofessional: Health Aide  
Parent Education Specialist  
Parent/Student Liaison  
Preschool Master Teacher  
Preschool Site Supervisor  
Purchasing/Accounts Payable Technician  
School Office Clerk  
School Secretary/Attendance Clerk  
Substitute Calling Clerk  
Support Services Clerk  
Transportation Assistant/ Driver Trainer  
Technology Assistant I (Formerly Intern)  
Technology Assistant II  
Yard Duty/Crossing Guard

And any other hourly or salaried classified position.

The classified bargaining unit shall exclude all other employees, including certificated, management, supervisory and confidential employees.

**APPENDIX B**

**AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT  
CLASSIFIED SALARY SCHEDULE 2023-24**

**Increase** 9.14%  
**Increments Between Steps** 4.75%

		STEPS							
<i>Position Title</i>	<i># of Months</i>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>
<b>CLERICAL/OTHER</b>									
After-School Program Coordinator	10	\$19.92	\$20.87	\$21.86	\$22.90	\$23.99	\$25.13	\$26.32	\$27.57
After-School Program-Scholar Leader	10	\$18.14	\$18.89	\$19.78	\$20.47	\$21.30	\$22.23	\$23.28	\$24.33
Assessment Technician	10/11	\$22.68	\$23.76	\$24.89	\$26.07	\$27.31	\$28.61	\$29.97	\$31.39
Behavior Support Specialist	10	\$27.62	\$28.93	\$30.30	\$31.74	\$33.25	\$34.83	\$36.48	\$38.21
Campus Supervisor	10	\$18.53	\$19.41	\$20.33	\$21.30	\$22.31	\$23.37	\$24.48	\$25.64
Data Entry Clerk	12	\$19.43	\$20.35	\$21.32	\$22.33	\$23.39	\$24.50	\$25.66	\$26.88
Para-Professional (1:1, Preschool, SDC)	10	\$18.90	\$19.80	\$20.74	\$21.73	\$22.76	\$23.84	\$24.97	\$26.16
Paraprofessional: Health Aide	10	\$19.64	\$20.57	\$21.55	\$22.57	\$23.64	\$24.76	\$25.94	\$27.17
Library/Media Clerk	10	\$19.40	\$20.32	\$21.29	\$22.30	\$23.36	\$24.47	\$25.63	\$26.85
Parent Ed Specialist	11	\$19.92	\$20.87	\$21.86	\$22.90	\$23.99	\$25.13	\$26.32	\$27.57
Parent/Student Liaison	10	\$17.29	\$18.11	\$18.97	\$19.87	\$20.81	\$21.80	\$22.84	\$23.92
Preschool Master Teacher	10	\$22.68	\$23.76	\$24.89	\$26.07	\$27.31	\$28.61	\$29.97	\$31.39
Preschool Site Supervisor	10	\$26.59	\$27.85	\$29.17	\$30.56	\$32.01	\$33.53	\$35.12	\$36.79
Purch/Accts/Payroll tech	12	\$22.68	\$23.76	\$24.89	\$26.07	\$27.31	\$28.61	\$29.97	\$31.39
School Office Clerk	11	\$19.43	\$20.35	\$21.32	\$22.33	\$23.39	\$24.50	\$25.66	\$26.88
School Secretary/Attendance Clerk	11	\$21.56	\$22.58	\$23.65	\$24.77	\$25.95	\$27.18	\$28.47	\$29.82
Sub Calling Clerk	10	\$17.29	\$18.11	\$18.97	\$19.87	\$20.81	\$21.80	\$22.84	\$23.92
Support Services Clerk	12	\$17.29	\$18.11	\$18.97	\$19.87	\$20.81	\$21.80	\$22.84	\$23.92
Tech Assistant I (formerly Intern)	10	\$21.56	\$22.58	\$23.65	\$24.77	\$25.95	\$27.18	\$28.47	\$29.82
Tech Assistant II	12	\$22.68	\$23.76	\$24.89	\$26.07	\$27.31	\$28.61	\$29.97	\$31.39
Yard Duty/Crossing Guard	10	\$16.31	\$17.08	\$17.89	\$18.74	\$19.63	\$20.56	\$21.54	\$22.56
<b>OPERATIONS/TRANSPORTATION</b>									
Bus Driver/Custodian	10	\$23.18	\$24.28	\$25.43	\$26.64	\$27.91	\$29.24	\$30.63	\$32.08
Custodian	12	\$20.76	\$21.75	\$22.78	\$23.86	\$24.99	\$26.18	\$27.42	\$28.72
Lead Custodian/Maintenance	12	\$23.64	\$24.76	\$25.94	\$27.17	\$28.46	\$29.81	\$31.23	\$32.71
Groundskeeper	12	\$21.54	\$22.56	\$23.63	\$24.75	\$25.93	\$27.16	\$28.45	\$29.80
Lead Groundskeeper	12	\$23.64	\$24.76	\$25.94	\$27.17	\$28.46	\$29.81	\$31.23	\$32.71
Mechanic	10/12	\$23.18	\$24.28	\$25.43	\$26.64	\$27.91	\$29.24	\$30.63	\$32.08
Lead Mechanic	12	\$24.61	\$25.78	\$27.00	\$28.28	\$29.62	\$31.03	\$32.50	\$34.04
Transport Assist/Driver Trainer	12	\$25.30	\$26.50	\$27.76	\$29.08	\$30.46	\$31.91	\$33.43	\$35.02
<b>FOOD SERVICES</b>									
Cafeteria Assist	10	\$17.23	\$18.05	\$18.91	\$19.81	\$20.75	\$21.74	\$22.77	\$23.85
Food Service Provider	10	\$19.41	\$20.33	\$21.30	\$22.31	\$23.37	\$24.48	\$25.64	\$26.86

**Board approval:**

**Longevity added for continuous service as follows:**

**6 - 10 yrs = 2%**

**11 - 15 yrs = 3%      5% Total**

**16 - 20 yrs = 4%      9% Total**

**21 - 25 yrs = 5%      14% Total**

**26 + yrs = 6%      20% Total**

## APPENDIX C: GRIEVANCE FORM

### Classified Grievance Form

<b>Name of Grievant:</b>
<b>School or Department:</b>
<b>Date Filed:</b>
<i>1. Date grievance occurred:</i>
<i>2. Specific section of contract allegedly violated:</i>
<i>3. Provide specific details concerning the grievance: (Include names, dates, and circumstances):</i>
<i>4. Describe adverse effect the alleged violation(s) had on grievant:</i>
<i>5. Remedy desired:</i>

\_\_\_\_\_  
Conferee (if any)

\_\_\_\_\_  
Signature of Grievant

**Appendix D – Goal Setting and Evaluation Form**

**AROMAS SAN JUAN UNIFIED**

**CLASSIFIED EMPLOYEE COLLABORATIVE GOALS FORM**

ARTICLE 1: **Initial Goal Setting Meeting**

<b>Employee Number</b>	<b>Last Name, First Name</b>	<b>Job Title</b>
<b>School Year</b>	<b>School/Department</b>	<b>Evaluator/Supervisor Name</b>
<b>Status</b> <b>1.1</b> <input type="checkbox"/> <b>Probationary</b> <input type="checkbox"/> <b>Permanent</b> <input type="checkbox"/> <b>Other:</b>		

Within the 8th week of employment, the evaluator shall meet with the unit member to explain the evaluation process, timeline and forms, and to have a collaborative discussion to define the unit member's work goals. In this meeting, the unit member shall bring the completed Classified Self-Assessment Rubric and a draft of ideas for collaborative goal setting. Employees are encouraged to have one of the two goals relate to a District goal.

Goals should align with the evaluation criteria on the Classified Employee Performance Evaluation Form and should be **SMART** (**S**pecific, **M**easurable, **A**chievable, **R**easonable and **T**imely. This Goal Setting form is a "living document" that may be modified at any time with the mutual agreement of the evaluator and the unit member.

**Goal 1:**

Resources supervisor/site will make available to employee:
Additional Comments:

**Goal 2:**

Resources supervisor/site will make available to employee:
Additional Comments:

*My signature acknowledges that we agreed to the measurable goals listed above and collaborated in their development.*

Employee Signature	Date
--------------------	------

Signature	Evaluator/Supervisor	Date
-----------	----------------------	------

### Information and Sample Goals to be Used as Guidelines Only

**SMART** [Specific: What exactly do I want to achieve and how do I narrow the focus? **M**easurable: How can we measure this? **A**chievable: Is this feasible? Do we have control over this? **R**easonable: Is this goal recorded and relevant to my life or job duties? **T**imely: What is a realistic time frame?]

Example: By June 2024, I will develop and enhance knowledge of and ability to use the features of Word and Excel by attending District trainings, as evidenced by training agendas and personal reflections of improvement.



## CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

<b>Employee Number</b>	<b>Employee Name</b>		
<b>Job Title</b>		<b>Position Number</b>	<b>School/Department</b>
<b>Evaluator/Supervisor Name</b>		<b>Evaluator/Supervisor Job Title</b>	
<b>Evaluation Period</b> <b>From:</b> _____ <b>To:</b> _____		<b>Type of Evaluation</b> <b>Probationary:</b> <input type="checkbox"/> <b>Permanent:</b> <input type="checkbox"/> <b>Other:</b> <input type="checkbox"/>	

### STANDARD OF RATING:

- Exceeds Standards: The employee goes above and beyond the performance standard listed on their job description.
- Meets Standards: The employee performs their job duties adequately, consistently and efficiently.
- Partially Meets Standards: The employee occasionally shows evidence of not performing their job duties at an acceptable level. If selected, a Performance Improvement Plan may be necessary.
- Unsatisfactory: The employee consistently shows evidence of not performing their job duties at an acceptable level. If selected, a Performance Improvement Plan will be required.

**EMPLOYEE EVALUATION PROCEDURES CAN BE FOUND IN ARTICLE 15 OF THE ASJFCE COLLECTIVE BARGAINING AGREEMENT**

The following objective criteria shall be used in the evaluation process and must be supported by specific, verifiable facts throughout the evaluation period.  Place an "X" in the appropriate rating box.	Exceeds	Meets	Partially Meets	Unsatisfactory
<b>1. Job Skills &amp; Knowledge:</b> Demonstrates proficiency of the essential functions as outlined in the job description, utilizes appropriate equipment and tools in carrying out assigned duties and responsibilities, incorporates feedback and training regularly to enhance job performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information</b> <i>(required for partially meets and unsatisfactory):</i>				
<b>2. Quality/Quantity of Work:</b> Performs all required duties consistently, efficiently and in a timely manner; seeks methods to improve productivity and pays attention to detail; shows initiative and employs necessary and job- appropriate equipment and tools to carry out assigned tasks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information</b> <i>(required for partially meets and unsatisfactory):</i>				

<b>3. Communication:</b> Engages and actively listens to all stakeholders; retains, relays, and effectively presents clear information in written, verbal and non-verbal form; communicates professionally when using various types of District communication tools.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information</b> <i>(required for partially meets and unsatisfactory):</i>				

<b>4. Problem Solving:</b> Demonstrates an ability to identify problems and develop solutions in a timely and efficient manner, assists in the identification and implementation of solutions to job-related issues, utilizes various strategies to resolve identified problems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information</b> <i>(required for partially meets and unsatisfactory):</i>				
<b>5. Community Relationships:</b> Listens and responds positively to School Community Stakeholders while building strong relationships, responds in a prompt and friendly manner to requests and inquiries.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information</b> <i>(required for partially meets and unsatisfactory):</i>				
<b>6. Judgment:</b> Exercises sound, professional judgment in making decisions; performs job duties safely, promoting a safe and accident-free environment; responds calmly in stressful situations while following laws, policies and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information</b> <i>(required for partially meets and unsatisfactory):</i>				
<b>7. Working Relationships:</b> Builds professional rapport with colleagues, supervisors, District staff and all other stakeholders; confers with others in a professional and productive manner; is receptive to feedback from others.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional Information</b> <i>(required for partially meets and unsatisfactory):</i>				
<b>8. Professional Work Habits:</b> Maintains standards of dress and grooming, consistent with Board Policy. Maintains work area, takes care of equipment, follows safety rules and procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Additional Information** (required for partially meets and unsatisfactory):

**9. Attendance and Punctuality:** Arrives for and leaves the designated work location, as identified by his or her supervisor, at the assigned times; adheres to and completes assigned work on schedule; uses available and permissible leaves in a contractually appropriate manner.

☐☐☐☐

**Additional Information** (required for partially meets and unsatisfactory):

**10. Goals:** Two goals that align with the criteria on the evaluation form.

**Goals Met**

☐ Yes ☐ No ☐ N/A

**Additional Information:**

### Overall Evaluation

Exceeds Standards ☐ Meets Standards ☐ Partially Meets Standards ☐ Unsatisfactory

*A rating of "Partially Meets Standards" on an annual performance evaluation may require a Professional Development Plan to be completed, with a follow-up date by which deficiencies in performance must be corrected.*

*A rating of "Unsatisfactory" on an annual performance evaluation will require a Professional Development Plan to be completed, with a follow-up date by which deficiencies in performance must be corrected.*

**Additional Information:**

*The employee's signature on this evaluation acknowledges receipt of the document and does not imply agreement. If the employee disagrees with the above evaluation, he/she may submit a written statement to the department head and/or human resources within ten (10) business days from receipt of the evaluation. The employee's statement will be attached to the Performance Evaluation and submitted to Human Resources for placement in their personnel file.*

**Employee Signature**

**Date**

<b>Evaluator/Supervisor Signature</b>	<b>Date</b>
---------------------------------------	-------------

DISTRIBUTION: Original – HR  
Copies – Employee and Evaluator

## APPENDIX E: BOARD POLICY- BLOOD BORNE PATHOGENS

<b>All Personnel</b>	BP	4119.42
		4219.42
<b>EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS</b>		4319.42

As part of its commitment to provide a safe and healthful work environment, the Board of Trustees recognizes the importance of developing an exposure control plan. The Superintendent or designee shall establish a written exposure control plan in accordance with state and federal standards for dealing with potentially infectious materials in the workplace to protect employees from possible infection due to contact with bloodborne pathogens, including but not limited to hepatitis B virus, hepatitis C virus and human immunodeficiency virus (HIV).

(cf. 4119.43/4219.43/4319.43 - Universal Precautions) (cf. 4157/4257/4357 - Employee Safety)

The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the district's exposure control plan, employees having occupational exposure shall be offered the hepatitis B vaccination.

The Superintendent or designee may exempt designated first aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations. (8 CCR 5193(f))

Any employee not identified by the Superintendent or designee as having occupational exposure may submit a request to the Superintendent or designee to be included in the training and hepatitis B vaccination program. The Superintendent or designee may deny a request when there is no reasonable anticipation of contact with any infectious material.

*Legal Reference:*

### LABOR CODE

142.3 Authority of Cal/OSHA to adopt standards

144.7 Requirement to amend standards CODE OF REGULATIONS, TITLE 8

3204 Access to employee exposure and medical records 5193 California bloodborne pathogens standards CODE OF FEDERAL REGULATIONS, TITLE 29

1910.1030 OSHA bloodborne pathogens standards

*Management Resources:*

### CDE ADVISORIES

1016.89 Guidelines for Informing School Employees about Preventing the Spread of Infectious Diseases, including Hepatitis B and AIDS/HIV Infections and Policies for Dealing with HIV-Infected Persons in School Settings

### WEB SITES

OSHA: <http://www.osha.gov>

Cal/OSHA: [http://www.dir.ca.gov/occupational\\_safety.html](http://www.dir.ca.gov/occupational_safety.html) Centers for Disease Control and Prevention:

<http://www.cdc.gov>

### 10.2.1.1 Policy **AROMAS-SAN JUAN UNIFIED SCHOOL DISTRICT**

adopted: November 10, 2004 San Juan Bautista, California

## **APPENDIX G BUS DRIVER MANUAL**

### **Aromas-San Juan Unified School District Driver's Manual**

#### **Initial Bidding for Assignments (before school starts)**

##### **Preparation for the bid date:**

Number or alphabetize every assignment for the District, including Activity Routes, Midday Routes, and all other routes and duties, including non-driving hours.

Notify drivers of their seniority order\*\* of bidding for the bid day and schedule them to bid in that order on the bid day.

Those drivers whose work schedule in other departments of the District limits their availability for driving shall bid on those routes that have been developed in accordance with their schedules.

##### **Bid Day:**

Place all base route assignments and midday routes on the bid table for driver selection.

In a quiet environment, allow the driver to select a base route and midday assignment (if they choose) to form his/her route.

Management will select the bus appropriate for each route.

If the driver is not present at the appointed time, the Supervisor or driver's designee will select his/her assignment on the bid order.

When an assignment selection is made, remove that assignment from the table and record that driver's choice.

Continue until all assignments are made and the last driver to select will receive the last and only route.

On the initial bid day, drivers shall also indicate their interest in driving field (activity) trips and other extra work as it becomes available.

Where necessary in order to adequately cover non-driving duties, management may make assignments outside of the bidding process.

#### **Rebidding for Assignments That Have Changed During the First 20 Days of School**

This becomes necessary when an assignment has adjusted to an increase or decrease of one hour or more per week at the close of the first 20 days of school.

In the event of an increase, only the driver(s) on the bid list directly above the driver and with a current assignment that is less than this increased assignment is/are eligible to bid.

Increased assignments will be posted on the 21st day of school, and will remain posted for 3 days.

The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment. An eligible driver is defined as a unit member who is working less than full time for whom the addition of one or more working hours would move that unit member closer to full-time status. However, if the increased hours result in creating a full-time assignment, any full-time unit member may apply.

If an eligible driver indicates a desire to be placed in the open assignment, he/she is placed and the driver from the open assignment now takes this vacant assignment.

All changes are to be made effective on the next day.

In the event of a decrease, only the driver(s) whose assignment decreased will be eligible to bid.

Decreased assignments will be posted on the 21st day of school, and will remain posted for 3 days.

The eligible driver may bid the assignment of the driver who is directly below him/her on the bid list, if the assignment to be bid upon is greater than the decreased assignment.

The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment.

If an eligible driver indicates a desire to be placed in this newly bid assignment, he/she is tentatively placed.

In the event that this reassignment takes place, the newly displaced driver will be assigned to the decreased assignment and steps (2) through (4) will be repeated.

#### **Bidding for Assignments That Become Open During the Year, or That Increase or Decrease by More Than 15 Minutes Per Day**

These assignments may be open because of a resignation, termination, transfer, demotion, or promotion.

These assignments will be opened to bid and posted immediately for 3 days.

The eligible driver(s) indicate to the Supervisor, in writing, their desire to change to this assignment.

Each driver will be asked if he/she wishes to advance to the next longer open assignment. A "yes" response will allow movement to the longer open assignment; a "no" response will keep him/her in his/her present assignment.

Same procedure as (I-A) above, except as noted in (III-A, B, and C).

All changes are to be effective on the next day.

Any reduction in hours of a bus driver in this assignment procedure shall not be considered a layoff.

#### **Activity Trip Assignments**

On "initial assignment day" prior to the beginning of school or summer school, drivers are asked to indicate if they are

interested in taking "Special Trips." A Trip Roster will be set up with the names of interested drivers, listed in descending order according to seniority. Before and after summer school, trips will be rotated according to the order of the bid list.

Assignments will be posted at least three days prior to the day of the trip, unless circumstances prevent the posting. If a late trip assignment is offered within this three day period and refused, the trip hours will not be charged. If the trip is cancelled, there will be no charge against the drivers concerned.

In the event two or more drivers have been assigned to a run and one bus is cancelled, the driver next in line on the seniority list will get the trip.

Activity trip assignments shall be distributed as equitably as possible based on the number of hours actually driven as well as hours of trips offered but refused when trips are turned down by the next eligible driver. This rotation shall also apply to the Kindergarten-route fill-in drivers when the regular K-route drivers are on field trips.

### **Subbing**

Designated permanent substitutes (if available), or a regular substitute when no permanent substitute is available, will be used for absent regular drivers who are absent for any/all reasons, except for the absence on a Midday Route only. A Midday Route only absence will be completed by a regular driver when no permanent substitute is available.

Part-time drivers may be assigned to substitute on Midday Routes. This time will be distributed as equitably as possible.