

Agreement Between  
The Buellton Union School District  
And  
The Buellton Education Association, CTA/NEA  
Classified Unit

July 1, 2023 – June 30, 2025

## Table of Contents

Article 1 - Duration/Reopeners.....	2
Article 2 - Recognition .....	2
Article 3 - District Retained Rights and Obligations.....	2
Article 4 - Exclusive Representative’s Rights.....	3
Article 5 - Hours and Overtime .....	4
Article 6 - Transportation / Field Trips .....	5
Article 7 – Leaves .....	5
Article 8 – Holidays.....	11
Article 9 - Vacation .....	11
Article 10 - Salary and Job Classifications .....	13
Article 11 - Health and Welfare.....	14
Article 12 - Professional Development .....	15
Article 13 - Evaluation Procedures .....	15
Article 14 - Personnel Files and Derogatory Information.....	16
Article 15 - Complaints Against Employees .....	17
Article 16 - Discipline.....	17
Article 17 - Grievance Procedure .....	18
Article 18 - Layoffs.....	21
Article 19 - Concerted Activities.....	23
Article 20 - Conclusion .....	24
Article 21 – Transfers and Vacancies.....	25
Appendix A: List of Classes in Bargaining Unit .....	27
Appendix B.1: 2023-2024 Classified Salary Schedule .....	28
Appendix B.2: 2024-2025 Classified Salary Schedule .....	29
Appendix C: Performance Appraisal for Classified Employees .....	30
Appendix D: Calendar.....	31

## **Article 1 - Duration/Reopeners**

This agreement shall be effective July 1, 2023, and in full force and effect from the date of ratification by the parties up to and including June 30, 2025.

## **Article 2 - Recognition**

The District confirms its recognition of the Association as the exclusive representative for the full-time classified employees set forth in Appendix A. The unit shall exclude all management, confidential, supervisory and other classified employees not listed in Appendix A. The Board shall determine whether newly created positions shall be identified as management, supervisory, confidential, classified but outside the unit, or within the bargaining unit. Following the April 2019 Unit Modification Order, the following existing employee classifications/positions are outside the Classified Unit: Food Service Worker I; Playground Supervisor; Computer Lab Assistant; Library Clerk; Accounting/Administrative Technician (Special Education); Coordinator of Student Information; Bilingual Office Clerk (Special Education); Accounting Specialist; Technology Support Specialist; Licensed Vocational Nurse; Behavior Interventionist; Deaf and Hard of Hearing Interpreter; Registered Nurse; Physical Therapist / Occupational Therapist; Intensive Mental Health Therapist. If the Association disputes the determination of the Board, the Association may request the PERB to make a determination.

## **Article 3 - District Retained Rights and Obligations**

- 3.1 It is agreed and understood that the District retains all of the rights, powers, prerogatives, privileges, and authority that are vested in it by state and federal laws and regulations and regulations and by District policies to manage, control, and direct the operations and affairs of the District, including, but without limiting the generality of the foregoing, the rights, powers, prerogatives, privileges, and authority to:
  - 3.1.1 Establish and determine the organizational structure and administrative control of the District, its properties, and facilities;
  - 3.1.2 Determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
  - 3.1.3 Direct the work of its employees;
  - 3.1.4 Hire all employees, determine their qualifications and the conditions for their continued employment, and discipline, dismiss, demote, promote, assign, and transfer all such employees;
  - 3.1.5 Establish educational policies, goals, and objectives;
  - 3.1.6 Ensure the rights and educational opportunities of students;

- 3.1.7 Establish budget procedures and determine budgetary allocations; and
- 3.1.8 Determine methods of raising revenue
- 3.2 The exercise of the foregoing rights, powers, prerogatives, privileges, and authority by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement or applicable law.
- 3.3 The District shall notify the Association prior to any reduction or elimination of benefits or terms and conditions of employment within the scope of representation that were otherwise enjoyed by employees as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.
- 3.4 The provisions of this Agreement shall be applied without discrimination on the basis of race, color, religion, sex, sexual orientation, marital status, age, national origin, physical or mental disability, medical condition, pregnancy, membership in the Association or participation in the lawful activities of the Association.
- 3.5 The District shall not contract out work or transfer work out of the unit without first notifying the Association and providing it the opportunity to negotiate it.
- 3.6 District shall print and distribute the agreement.

## **Article 4 - Exclusive Representative's Rights**

- 4.1 Use of School Facilities -- The Exclusive Representative may utilize designated meeting rooms at reasonable times.
  - 4.1.1 The approval of the Superintendent or designee shall be required for the use of school facilities. Approval shall not be withheld unreasonably.
  - 4.1.2 The President of the Exclusive Representative, or other person designated in writing in advance by the organization, shall make all requests for the use of school facilities.
- 4.2 Communications
  - 4.2.1 The Exclusive Representative may utilize a designated bulletin board and employee mailboxes, or (district e-mail during school hours), for written communications to employees. The Exclusive Representative shall be responsible for the posting of material on the bulletin board as well as for the contents of such materials.
  - 4.2.2 All written communications shall be issued in the name of the Exclusive Representative.
- 4.3 Access to Employees
  - 4.3.1 Officers, agents, or representatives of the Exclusive Representative shall have access to employees at times which do not interfere with the efficient operation of the school or with employee performance as determined by the immediate supervisor, subject to the approval of the Superintendent or designee.

- 4.3.2 Non-employee agents or representatives of the Exclusive Representative shall check in with the school principal and shall obtain permission prior to contacting any employee. Permission shall not be withheld unreasonably.
- 4.4 Before seeking a waiver of state or federal law or regulation that relates to the terms and conditions of employment for classified employees, the District will advise the Exclusive Representative of its intentions.
- 4.5 The Classified Unit shall receive up to four (4) release days per year for trainings, meetings, or other union activities. These days can be used by the classified President, other classified executive officer, or designee who is a member of the Classified Bargaining Unit and has been selected by the BEA. Such release days can only be taken as a whole or half work day. The BEA shall pay for the cost of the substitute. The ability to take such release time is conditioned and contingent on the availability of a District substitute. Requests for release time shall be submitted as early as possible but no later than 72 hours in advance so as to allow for coordination of a substitute. These release time days do not accrue, meaning carry forward, from year to year.

## **Article 5 - Hours and Overtime**

- 5.1 Hours:
  - 5.1.1 Work year - The work year calendar shall be an appendix.
  - 5.1.2 Workweek - The workweek shall consist of forty (40) hours for full time employees.
  - 5.1.3 Workday - The workday shall consist of eight (8) hours for full time employees.
- 5.2 Rest Periods:
  - 5.2.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three-quarters (3-3/4) hours worked or major fraction thereof.
  - 5.2.2 Specified periods may be designated only when the operations of the District require someone to be present at the employee's work site at all times. Such times shall be determined by the supervisors. At employee's request and with management's approval, two rest periods may be combined.
  - 5.2.3 Rest periods are a part of the regular work day and shall be compensated at the regular rate of pay for the employee.
- 5.3 Overtime:
  - 5.3.1 Overtime is defined as authorized time worked in excess of eight (8) hours in any one day and forty (40) hours in any one calendar week. In addition, employees shall receive overtime for all authorized time worked on the sixth and seventh day of the work week. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the employee.

- 5.3.2 An employee who works authorized overtime shall be paid at a rate equal to one and one-half (1-1/2) times the employee's regular rate of pay for the overtime worked. Shift and special assignment differentials regularly received by the employee shall be included in determining an employee's regular rate of pay.
- 5.3.3 When compensatory time is authorized in lieu of cash compensation, such compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay. Compensatory time earned on an overtime basis will be at the rate of one and one-half (1-1/2) times the regular rate of pay.
- 5.3.4 Whenever possible, the use of split shifts shall be avoided for non-transportation employees.
- 5.4 Lunch Periods: Employees shall be entitled to an uninterrupted unpaid lunch period of thirty (30) minutes except as mutually agreed to by the employee and the immediate supervisor. In situations of an urgent nature, the District may require that unit members perform duties during their thirty (30) minute lunch period. When this occurs the affected unit members shall commence a new thirty (30) minute lunch period immediately after completion of duty.
- 5.5 Science Camp and other Extra Duties: Assignment to Science Camp and other duties outside of a bargaining unit member's usual and customary assignment time shall be voluntary and assigned at the discretion of the District. In such cases, unit members shall be compensated for all of their time, including travel time to and from their regular place of assignment.

## **Article 6 - Transportation / Field Trips**

- 6.1 Employee drivers shall have first right of refusal for field trips.
- 6.2 Under normal circumstances, drivers will be notified of field trips no less than 24 hours before departure time.

## **Article 7 – Leaves**

- 7.1.a. For purposes of this Article, immediate family shall be defined as the employee's: parents, parents-in-law, parents of the domestic partner, grandparents, grandparents-in-law, step-parents, step-parents-in-law, spouse, domestic partner, children (including biological children, adopted children, step-children, foster children, legal wards, and children to whom the employee stands in loco parentis), siblings, step-siblings, siblings-in-law, parents-in-law, sons-and daughters-in-law, grandchildren, parent of the Bargaining Unit Member's son or daughter, and any relative of the employee living in the immediate household of the Bargaining Unit Member.

7.1.b. Sick Leave -

7.1.b.1 Every employee employed five days a week by the District shall be entitled to 12 days leave of absence for illness or injury, exclusive of the days he/she is not required to render service to the District, with full pay for a fiscal year of service. Part time employees will receive a pro rata amount of sick leave. An employee may use up to one-half of his/her yearly allotment of sick leave to care for his/her ill child, spouse or parent.

7.1.b.2 Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six days, or the proportionate amount to which he/she may be entitled under this section, until the first day of the calendar month after completion of six months of active service with the District.

7.1.b.3 If the employee does not take the full amount of leave allowed in any year under this section the amount not taken shall be accumulated from year to year.

7.1.b.4 The District reserves the right to request acceptable verification of sick leave usage (e.g., doctor's statement) whenever there is a question regarding the employee's fitness for duty, suspected leave abuse or the absence exceeds five consecutive days.

7.1.b.5 Sick leave shall be charged on the basis of the time out of the workday in increments of one-half day.

7.1.b.5.1 Employees must contact the District as soon as the need to be absent is known.

7.1.b.5.2 When the employee informs the District that the absence will be greater than one day, the employee should attempt to notify the District of an intention to return to work before the employee's substitute is dismissed

7.2 Extended Leave - A regular classified employee shall once a year be credited with a total of 100 working days of paid sick leave, including days to which he/she is entitled under section A above. Such days of paid sick leave in addition to those required by section 19.1 above, shall be compensated at 50 percent of the employee's regular salary. The paid sick leave authorized under this provision shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled.

7.3 Industrial Accident and Illness Leave - Industrial accident and illness leave shall be in accordance with Education Code section 45192.

7.4. Personal Necessity Leave – An employee may request to utilize up to seven days of the days of sick leave allowed pursuant to this Article in cases of personal necessity.

7.4.1. Personal necessity leave shall be granted for the following reasons:

- a. Death or serious illness of a member of the immediate family.
- b. Accident involving the person or property of a member of the immediate family.

7.4.2. Further, personal necessity leave may be granted for that portion of a workday to cover emergency occasions that may be unavoidable, or of a serious nature involving circumstances which the employee cannot be expected to disregard, and which may not be conducted at a time other than during regular work hours.

- a. An employee may request up to three days for personal business without setting forth the nature of the specific reason(s) involved. However, these three days may not be used to extend a district holiday, to include the beginning and end of the school year.

7.4.3. The employee shall make a written request for leave at least three days in advance of the day on which the leave is intended to be taken, unless the necessity involved is of such a character as to make it impossible to make such request three days in advance, in which case the request shall be made as much in advance as possible.

- a. Advance approval shall not be required for the matters set forth in paragraphs 7.4.1.a-b of this Article.

- b. The Superintendent or designee shall grant or deny a personal necessity leave request based upon the application. Personal necessity leave requests as provided in paragraphs 7.4.1.a-b of this Article shall be granted.

7.4.4. Time off shall be charged to the employee on the same basis as sick leave.

7.5 Bereavement Leave -- An employee shall be entitled to three days of paid leave of absence, or five days if the service is a military service or travel out of state is required, due to the death of any employee of the employee's immediate family. This leave shall not be deducted from sick leave.

7.5.a At any time, if the District has just cause to believe that an employee has abused the utilization of any days of bereavement leave, the District may, upon written notice, require the employee to provide an acceptable written document supporting the use of bereavement leave. If the District finds the written documentation unacceptable, the District shall inform the Bargaining Unit Member of the issue and confer with the Bargaining Unit Member to determine what additional documentation, if any, can be obtained.

7.5.b Should a Bargaining Unit Member seek to attend a funeral service for an individual who does not meet the definition of immediate family, the Bargaining Unit Member may use Personal Necessity leave, if the Member has such Personal Necessity leave available. Up to two days shall be allowed when the service is more than 200 miles away. If the Bargaining Unit Member does not have any Personal Necessity leave available, the Member may borrow no more than one (1) day of Personal Necessity leave per academic year from the Member's Personal Necessity leave allocation for the subsequent year. If the Member's employment relationship with the District ends and the Member has borrowed a day, the Member shall reimburse the District for that day from that Member's final paycheck.



- 7.6 Jury Duty Leave – The District grant leave of absence with pay for required jury duty.
- 7.7 Any fees paid for jury duty (excluding mileage and/or expenses reimbursed by the court) shall be signed over to the District.
- 7.7.a An employee who is called for jury duty shall notify the District immediately upon receipt of the jury summons.
- 7.7.b Documentation of jury service may be required of the employee upon return to work.
- 7.8 General Leave - An employee may apply for a leave of absence on an unpaid basis. The District may, at its discretion, grant an unpaid leave to an employee.
- 7.8.a Length of the leave, including its beginning and ending date, shall be specified by the District.
- 7.8.b If the leave is granted for a period of less than five days, there will be no payroll deduction for health and welfare benefit payments.
- 7.9 Family and Medical Leave - Pursuant to state and federal law, the District will provide family and medical care leave for eligible employees. The following provisions set forth employees’ rights and obligations with respect to such leave. Rights and obligations that are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulations of the California Fair Employment and Housing Commission, implementing the California Family Rights Act (“CFRA”) (Government Code section 12945.2). Unless otherwise provided, “leave” under this section shall mean leave pursuant to the FMLA and CFRA.
- 7.9.1 During any period an employee takes unpaid family care and medical leave, the District shall maintain and pay for coverage for health benefits pursuant to the conditions of Article 11 of this Agreement to the extent required by the FMLA and CFRA.
- 7.9.2 Eligible employees are entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. An employee’s entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement of the child.
- 7.9.3 The twelve (12) month period for calculating leave entitlement will be a rolling period measured backward from the date leave is taken and continues with each additional leave day taken. Thus, whenever an employee requests leave, the District will look back over the previous twelve (12) month period to determine how much leave has been used in determining how much leave an employee is entitled to.

- 7.9.4 The right to Family Care and Medical Leave shall be in addition to any other leave to which employees are entitled under this Agreement. If a member uses the leave under this section for any reason permitted under the law, he/she must exhaust all other accrued leaves (including sick leave to the extent set forth below) in connection with the leave.
- 7.9.5 If an employee requests leave for his/her own serious health condition, or the serious health condition of his/her spouse, parent, child or domestic partner, the employee must exhaust available sick leave concurrently with the utilization of Family Care and Medical Leave.
- 7.9.6 If an employee requests leave for his/her own serious health condition, the employee must exhaust sick leave prior to utilizing Family Care and Medical Leave. If an employee requests leave to care for a sick parent, child or spouse, the employee must exhaust the sick leave available under section 7.1 above, prior to utilizing Family Care and Medical Leave.
- 7.9.7 Upon the termination of the leave, an employee shall have a right to reinstatement in the same position he/she occupied prior to the leave provided the employee is absent no longer than twelve (12) weeks.

#### 7.10 General Policies Governing Leaves

- 7.10.1 No employee may utilize or receive any leave of absence when the employee engages in any concerted activity as defined in this Agreement.
- 7.10.2 An employee who is absent at any time during which other employees, by their absence from work, are engaging in or have engaged in any concerted activity, shall not receive pay for the period of absence except upon furnishing verification acceptable to the District that the employee's absence was for a cause allowed by the terms of this Agreement.
- 7.10.3 Except with the written approval of the District, no employee shall be gainfully employed by any other employer while on paid leave of absence status from employment with the District.
- 7.10.4 Violation of this provision shall be grounds for withholding leave benefits and may subject the employee to disciplinary action.
- 7.10.5 This Article shall be considered to be the policy of the Board of Trustees, and these provisions constitute Board policy on leaves of any duration for any accident, illness or any other reason. No employee may utilize or be granted any leave of absence except for the exact causes and pursuant to the specific procedures set forth in this Article.
- 7.10.6 The District shall make best efforts to respond within (10) business days to all leave requests. If a response is not returned to the Bargaining Unit Member within that time

frame, the request shall be considered denied subject to the Bargaining Unit Member renewing his/her request. If the Bargaining Unit Member wishes to obtain an update on his/her request, he/she may request an update at any time.

7.11 Catastrophic Leaves - Participation in the program shall be voluntary.

- 7.11.1 On a case-by-case basis an employee of the District may donate up to five (5) days of accumulated sick leave under the circumstances stated in the following paragraphs to another employee of the District who as suffered a long-term, non-industrial catastrophic illness or injury and who has completely exhausted all available paid leaves, including regular and extended sick leave.
- 7.11.2 To qualify for Catastrophic Leave, the employee of the District must have suffered an illness or injury that is expected to incapacitate the employee of the District for an extended period of time, or that incapacitates a member of the employee of the District's family, that requires the employee of the District to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee of the District because the employee of the District has exhausted all applicable leaves and other time off including but not limited to sick leave, statutory leave, vacation and comp time.
- 7.11.3 The donating employee of the District must, after the donation, retain a minimum of one year's worth of accrued (ie., at least 12 days for a full-time 12 month employee), unused sick leave from prior accumulations.
- 7.11.4 The donating employee of the District shall execute and file with the Personnel Office a form authorizing and irrevocably assigning the donated leave hours to the recipient employee of the District.
- 7.11.5 The recipient employee of the District shall be paid at his/her regular rate of pay and shall use any leave credits that the employee of the District continues to accrued on a monthly basis prior to receiving contributed Catastrophic Leave.
- 7.11.6 Employees of the District who qualify and desire this benefit shall submit to the Personnel Office, on a District form a request for donated sick leave days, which shall include a verification of the catastrophic illness or injury by means of a letter dated and signed by the treating medical practitioner, indicating the incapacitating nature and probably duration of the illness/injury. Upon receipt of the request and verification in the Personnel Office, the Association shall be allowed to circulate a request for sick leave donations to be submitted to the Personnel Office.
- 7.11.7 The recipient employee of the District shall utilize donated sick leave in the order donations are received, exhausting all days donated by another employee of the District first, up to a maximum not to exceed the number of days the employee of the District is regularly

scheduled to work during forth (40) consecutive, work days. Catastrophic Leave shall be taken in hour increments. For purposes of Education Code Section 44043.5, "one day" equals eight (8) hours.

- 7.11.8 Donated sick leave not utilized by the recipient employee of the District prior to return to service shall be returned to the donor employee of the District.
- 7.11.9 For purposes of this article and this article alone, "employee of the District" shall mean any employee of the District and is not limited to members of the bargaining unit alone.

## **Article 8 – Holidays**

8.1 All employees shall be provided with the following paid holidays:

- |   |                        |    |  |
|---|------------------------|----|--|
| 1 | Martin Luther King Day | 9  | The day following Thanksgiving                                       |
| 2 | Lincoln’s Birthday     | 10 | Christmas Eve  |
| 3 | Washington’s Birthday  | 11 | Christmas  |
| 4 | Memorial Day           | 12 | New Year’s Day Eve   |
| 5 | Independence Day       | 13 | New Year’s Day   |
| 6 | Labor Day              | 14 | Admission’s Day or floating holiday to be determined by the District |
| 7 | Veterans’ Day          | 15 | Juneteenth   |
| 8 | Thanksgiving Day       |    |  |

- 8.2 On any school day during which pupils would otherwise be in attendance but are not, and for which certificated personnel receive regular pay, classified employees shall also receive regular pay, whether or not required to work that day.
- 8.3 An employee shall be entitled to payment for an authorized holiday, provided the employee is in a paid status during any portion of the working day immediately preceding or succeeding the holiday. An employee who is not regularly assigned to duty during the school holidays that include December 25 and January 1 shall be paid for those two holidays provided that the employee is in paid status during any portion of the working day of the employee’s normal assignment immediately preceding or succeeding the holiday period.

## **Article 9 - Vacation**

9.1 Vacation Accrual

- 9.1.1 Effective July 1, 2023, vacation shall be earned and accumulated on a monthly basis in accordance with the following schedule:

- 1<sup>st</sup> through 5<sup>th</sup> year of service = 5/6 day per month up to 10 days
- 6<sup>th</sup> through 14<sup>th</sup> year of service = 1.25 days per month up to 15 days
- 15<sup>th</sup> year or more of service = 1.5 days per month up to 18 days

For purposes of 9.1.1, “years of service” does not include substitute service.

9.1.2 Vacation is earned on a monthly basis and must be used within twelve (12) months of the close of the school year. Any employee may elect and shall be permitted to carry over ten (10) days of vacation to the following fiscal year.

9.1.3 Employees shall be provided an annual report at the beginning of each employee’s school year of the employee’s accrued sick leave and vacation time.

## 9.2 Vacation Use

9.2.1 Vacation schedules shall be prepared and approved by the administration. Effort shall be made to allow vacation to be taken at times convenient to the employee, consistent with the needs of the service and work load of the District.

9.2.1.1 Bargaining unit members shall make best efforts to submit vacation requests 30 calendar days in advance.

9.2.1.2 The District shall make best efforts to respond within ten (10) business days to all vacation requests. If a response is not returned to the Bargaining Unit Member within that time frame, the request shall be considered denied subject to the Bargaining Unit Member renewing his/her request. If the Bargaining Unit Member wishes to obtain an update on his/her request, he/she may request an update at any time.

9.2.2 Earned vacation shall not become a vested right until completion of the initial six (6) months of employment.

9.2.3 If an employee is terminated and has used vacation that was not yet earned at the time of termination of his/her services, the District shall deduct from the employee’s severance check the full amount of salary that was paid for such unearned days or fraction taken.

9.2.4 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that an employee who has not completed six (6) months of employment in regular status shall not be entitled to such compensation.

9.2.5 Any unit member who commences his/her prescribed vacation period and subsequently becomes ill or is bereaved before his/her vacation period has been completed, shall be placed on sick leave or bereavement leave under the following conditions:

9.2.5.1 If the illness or bereavement is such that had the employee been working, he/she would have been absent on sick or bereavement leave.

9.2.5.2 If the request is filed with the District within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of his/her return to duty unless extenuating circumstances exist that prevent such filing.

9.2.5.3 If the filed request fully outlines the reasons for the request and is substantiated in the case of illness.

- 9.2.6 When all or part of an employee’s vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the employee’s earned vacation balance. If possible, he/she shall be granted opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation.
- 9.3 Payment in lieu of vacation use
  - 9.3.1 Those classified Bargaining Unit Members who work 12 months a year shall have the option to convert some portion of their annual vacation accrual to payment in lieu of vacation use under the following conditions:
  - 9.3.2 Those 12-month employees shall meet with their supervisor by May 15 of each year to assess the projects that must be completed during the summer recess and determine whether the demand justifies the conversion of some of the employees’ vacation time to a payment at per diem rate.
  - 9.3.3 If the supervisor determines that there is demand for more work than can be reasonably completed in addition to all annual vacation, 12-month Bargaining Unit Members will be offered to convert up to all vacation days to pay in lieu of vacation at their regular per diem rate. Once that determination has been made, Bargaining Unit Members who agree to pay in lieu of vacation shall be paid for that vacation accrued at the end of the fiscal year at the subsequent pay period.

## **Article 10 - Salary and Job Classifications**

- 10.1 Effective July 1, 2023, there shall be a seven percent (7%) on-schedule salary increase of each member's 2022-2023 base salary. Effective July 1, 2024, there shall be a two percent (2%) on-schedule salary increase of each member's 2023-2024 base salary. The salary schedules for 2023-2024 and 2024-2025 are attached hereto as Appendix B.1 and Appendix B.2, respectively.
- 10.2 Association agrees to the placement of classified bargaining unit members on the District’s revised Classified Salary Schedule.
- 10.3 School Secretaries required to perform translation and interpretation shall receive a stipend of \$1,100 per school year, paid out on a monthly basis.
- 10.4 Effective July 1, 2023, Behavior Technicians who are Registered Behavior Technicians shall receive an annual stipend of \$1,500.00, paid out on a monthly basis. If such registration is obtained midyear or the qualifying member is hired midyear, then the stipend shall be prorated accordingly.
- 10.5 Mileage: Compensation for mileage when authorized by the direct supervisor will be at the then current IRS rate. When a Bargaining Unit Member must provide his or her own transportation from the site of initial reporting to any other site assigned in a single workday, compensation for mileage is authorized for travelling between the two locations.
- 10.6 Instructional Assistant with Bilingual Competency. Effective July 1, 2022, the previous structure wherein former Bilingual Instructional Assistants (“BIA”) were reclassified on July 1, 2021 as regular Instructional Assistants (“IAs”) and then adjusted four (4) ranges higher pursuant to

Education Code section 45182, is hereby eliminated. Effective July 1, 2022, general education IAs are at Range 5, special education IAs are at Range 10, general education IAs with bilingual competency are at range 20, and special education IAs with bilingual competency are at range 25.

10.6.1. Those members who are classified as either general education or special education IAs with bilingual competency as of the ratification of this Agreement and who agree to continue performing the bilingual services do not need to further demonstrate bilingual competency. For purposes of layoffs or reductions in hours under Article 18, members who were BIAs or who previously demonstrated bilingual competency will retain and carry over their original date of seniority in that position. So long as such members continue performing bilingual services, such members will similarly retain their status at the higher, bilingual competency classification for purposes of layoffs or reductions in hours.

10.6.2. If the District needs additional general education IAs to perform bilingual services, District will notify all existing general education IAs of the need. Any interested general education IAs will be given the opportunity to demonstrate bilingual competency. This same procedure will apply for special education IAs. The District, in its sole discretion, will determine whether a member has demonstrated bilingual competency through a bilingual examination. In the event that more members qualify for bilingual competency than there are available positions, the District shall decide in its sole discretion which member shall be offered the bilingual competency pay at range 20 (general education) or range 25 (special education). Selected bilingual general education IAs will then be adjusted to range 20, and selected bilingual special education IAs will be adjusted to range 25. Subject to Article 10.6.1, all general education IAs will have the same classification for purposes of layoffs and reductions in hours, even if some are performing bilingual services at the higher pay range. Subject to Article 10.6.1, all special education IAs will have the same classification for purposes of layoffs and reductions in hours, even if some are performing bilingual services and at the higher pay range.

- 10.7 General Education Instructional Aides who are assigned to either (a) a TK classroom or (b) any classroom where the District has identified a continuing need for diapering and/or toileting shall be placed in the Special Education Aide salary range. Such aides shall be trained and shall follow District protocol. These aides are not working outside of classification, and this shall not be deemed a change in position. These General Education Instructional Aides shall have the same classification for purposes of layoffs and reductions in hours. General Education Instructional Aides working in classrooms where the District has not identified a continuing need shall promptly inform site administration via email of any identification of a purported continuing need by providing dates of such events occurring so the District can assess the situation.

## **Article 11 - Health and Welfare**

- 11.1 The Health and Welfare package shall be that provided to the certificated bargaining unit.
- 11.2 Effective July 1, 2023, the District's base monthly contribution (10 monthly payments) shall not exceed \$975.00 prorated per FTE .5 and above. Effective July 1, 2024, the District's base monthly contribution (10 monthly payments) shall not exceed \$1,000.00 prorated per FTE .5 and above.
- 11.3 The three (3) Classified Bargaining Unit members (Wendy Solis, Maria Guerrero, Arcelia Enciso) who are receiving an increased District benefits contribution as of June 2, 2020 shall continue to

receive a District benefits contribution at the rate of \$11,200 prorated per annum for the duration of this Collective Bargaining Agreement.

- 11.4 The Parties will form an Insurance Committee to explore options relating to benefits including plan options for savings, and that the Parties agree to have an equal number of representatives on the insurance committee. The parties agree to enter into a memorandum of understanding describing and delineating the insurance committee's form, function, and purposes. The Insurance Committee will explore possible options. At a minimum, the Insurance Committee shall meet annually in 2022-2023.

## **Article 12 - Professional Development**

- 12.1 The purpose of a Professional Growth Program is to improve the standard of service of the classified unit members.
- 12.2 The Professional Growth Program is available to any permanent employee.
- 12.3 The subject matter of professional growth must be related to the position currently occupied by the employee and approved by the immediate supervisor and the Superintendent.
- 12.4 Upon the request of the employee, professional growth may be approved by the Board to qualify an employee for another position in District classified service subject to the recommendation of the immediate supervisor and the Superintendent.
- 12.5 If professional growth has been requested by the employee and approved by the District, the District will reimburse the employee for tuition, registration fees, and textbooks, not to exceed \$500 in any school year. Reimbursements will be subject to submittal of appropriate receipts and proof of satisfactory completion.

## **Article 13 - Evaluation Procedures**

- 13.1 A probationary employee shall have a written evaluation made at least one time during the 12 months of probationary employment. Permanent employees shall be evaluated in writing at least once per year or once every two years by mutual agreement between the employee and the immediate supervisor.
- 13.1.1 Evaluations shall normally be prepared by the person responsible for directing the employee's work
- 13.2 The employee shall be given a copy of the completed evaluation form. Employees will be requested to sign the form. The employee's signature does not necessarily signify agreement with the evaluation.



- 13.2.1 The employee shall have the opportunity to attach a written statement of the employee's views regarding the evaluation to the evaluation document. At an employee's request, a review of the evaluation will be made by the Superintendent.

## **Article 14 - Personnel Files and Derogatory Information**

### 14.1 Personnel Files

- 14.1.1 Materials in personnel files that may serve as a basis for affecting an employee's employment status shall be available for inspection by the employee or by a representative designated in writing by the employee. Ratings, reports, or records, which were obtained prior to the employment of the employee or as otherwise excluded by law, shall be excluded from review by the employee or the employee's representative.
- 14.1.2 An employee shall be allowed to inspect the materials in the employee's personnel file upon request, provided that the request is made and the review takes place during District business hours, but at a time when such person is not actually required to render service to the employing District.
- 14.1.3 There shall be a log attached to each personnel file indicating names of persons, excluding Personnel Division employees, who have inspected an employee's personnel file and date of such inspection.
- 14.1.4 All material in an employee's personnel file shall be dated and signed by the person who caused the materials to be prepared.
- 14.1.5 There will be a single official personnel file for each employee. An employee's personnel file will be kept in the central administrative office of the District. The California Education Code and pertinent regulations will govern maintenance of personnel files.

### 14.2 Derogatory Information

- 14.2.1 Information of a derogatory nature (except (1) information contained in an employee's evaluation, (2) a written complaint, and (3) information excluded from review by the employee pursuant to this Article) shall not be entered or filed in the employee's personnel file unless and until an investigation is held to determine the validity of the information. The employee shall be given notice and an opportunity to review the information and to attach any comments to the information.
- 14.2.1.1 The review by the employee shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 14.2.1.2 An employee shall have the right to enter and have attached to any derogatory statement, the employee's own comments thereon within 10 days of notification.
- 14.2.2 Data from the employee to facilitate evaluations shall be secured through a number of procedures that may include, but are not limited to, observations, products, judgments, responsibilities carried, and anecdotal records. Hearsay of a derogatory nature may not be

used in evaluations unless and until a thorough investigation is held to determine the validity of the information. A unit member who:

- a. has derogatory hearsay included within his/her evaluation, and
- b. believes the District has not conducted a fair and thorough investigation.

has the right to file a grievance through to binding mediation-arbitration to determine whether or not a fair and thorough investigation was conducted prior to inclusion of such material in his/her evaluation. In the event that the mediator-arbitrator determines that a fair and thorough investigation was not conducted, only the material that was the subject of the grievance must be deleted from the evaluation. The redacted evaluation may then be placed in the personnel file.

## **Article 15 - Complaints Against Employees**

- 15.1 Any written complaint(s) against an employee relative to an employee's performance from a person other than the evaluator shall be brought to the employee's attention within 10 days of receipt and considered by the superintendent for inclusion in the employees personnel file.
  - 15.1.1 At the request of either party, the superintendent shall attempt to hold a meeting between the complainant and the employee prior to the placement of the complaint in the employee's file.
    - a. If the complainant refuses to attend the meeting, the complaint will not be placed in the employee's file.
    - b. An employee, on request, is entitled to representation in the meeting.
  - 15.1.2 If management determines that the complaint is substantiated and is valid and is to be included in the employee's file, the employee shall be notified of the pending placement and shall be allowed to file a response within five days of notification.
  - 15.1.3 If the employee disputes the complaint, the employee may initiate a grievance.
  - 15.1.4 Notwithstanding other provisions of this Article, these provisions do not apply to any written communication concerning any investigation done by law enforcement when the District has been requested in writing by law enforcement not to inform the employee of the investigation.

## **Article 16 - Discipline**

- 16.1 No employee shall be disciplined without just cause and, in appropriate cases, the utilization of progressive discipline. Except in emergencies, or as authorized by law, suspensions without pay, reductions in pay, demotions and dismissals shall not be put in effect until the employee has received

written notice advising the employee of the proposed action, the reasons(s) therefore, the facts giving rise thereto, the proposed effective date, advising that the employee shall have access to written material that forms the basis for the proposed action, and until the employee shall have had the opportunity to respond to the Superintendent, orally or in writing, by a date specified in such notice. If the proposed action or some modified action is then implemented, the employee may then appeal such action directly to binding arbitration under the terms of this Agreement.

- 16.2 The District agrees that it will not take disciplinary action against an employee for any cause that arose more than two (2) years preceding the date of the filing of the notice of discipline unless such cause was concealed, not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the District, or such other reason recognized by law.
- 16.3 Letters of reprimand (derogatory or discipline letters or notes directed to the personnel file) shall be grievable under the provisions of this Agreement but only through Level 2 (Conciliation) of the grievance procedure. Discipline “short” of a letter of reprimand shall not be grievable.

## **Article 17 - Grievance Procedure**

- 17.1 A “grievance” shall mean an allegation that there has been a violation, misapplication, or misinterpretation of an express provision or provisions of this Agreement.
- 17.2 A “grievant” shall mean an employee who is a member of the bargaining unit, or the Association. The Association may file a grievance on its own behalf or on behalf of any specifically identified employee or employees.
- 17.3 A “day” shall mean a day when the District office is normally open for business.
- 17.4 A grievant may elect to be represented by the Association at all levels of the grievance procedure and must inform the District prior to the meeting at which the representative first appears.
  - 17.4.1 A grievant may elect not to be represented by the Association and may present a grievance to the District and have the grievance adjusted or resolved without the intervention of the Association. The adjustment or resolution shall not be inconsistent with the terms of this Agreement.
  - 17.4.2 The District shall not agree to an adjustment or resolution of the grievance until the Association has received a copy of the grievance and the proposed adjustment or resolution and has been given an opportunity to file a response.
  - 17.4.3 If the Association believes that the resolution violates the terms of this Agreement, the Association must file a grievance at Level Two within seven days of acceptance of the proposed resolution by the individual grievant.
- 17.5 Once a grievance has been initiated, all matters of dispute relating to it that occur during the processing of the grievance shall become a part of and be resolved in the grievance proceedings.
  - 17.5.1 Once a grievance has been resolved or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence that properly could have been included in the first grievance.

- 17.5.2 At all levels of the grievance procedure, the District shall provide the Association with all details and copies of correspondence relative to the grievance.
- 17.6 Time limits may be extended or shortened by written mutual agreement of the grievant or the grievant representative and the District.
- 17.6.1 Except where time limits have been extended or shortened pursuant to this paragraph, failure of the grievant or the grievant's representative to adhere to the time limits of Level One, Two or Three of this Article shall constitute waiver of the grievance and the acceptance of the District's action or decision at the appropriate level.
- 17.6.2 If a grievance is filed after May 15 and before the end of the work year, the grievant may request that the time lines not toll during the summer recess. The District agrees to honor the request.
- 17.7 The grievant shall suffer no loss in pay if meetings or appointments are scheduled by mutual agreement with the District.
- 17.8 No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation.
- 17.8.1 All written materials pertinent to a grievance, except final decisions, shall be filed separately from the personnel file of the grievant or of any participant in the grievance process.
- 17.9 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

#### **Level One – Immediate Supervisor**

- 17.10 Within 15 days of the alleged violation of the terms of this Agreement, the grievant or the grievant's representative shall file a grievance form with the Immediate Supervisor or designee.
- 17.10.1 The grievance shall contain the following minimum information:
- a. The grievant's name.
  - b. The date of filing.
  - c. The date of the alleged violation.
  - d. The specific Article(s) or section(s) of the Agreement which are grieved
  - e. A brief description of the alleged violation.
  - f. The specific relief requested.
- 17.10.2 The Immediate Supervisor or designee shall communicate his/her decision within ten (10) days after receiving the grievance. Either party may request a personal conference within the above time limits. If a conference is held, the decision shall be tendered within 10 days following the conference. If the Immediate Supervisor or designee does not respond within the time limits, the grievant may appeal to the next level.

#### **Level Two - Conciliation**

- 17.11 In the event the grievance is denied or the grievant is not satisfied with the decision at Level One, either party may request that the grievance proceed to conciliation. Such request shall be made within ten

days of the Immediate Supervisor or designee's decision (or ten days of the date the decision should have been delivered if no decision has been issued).

- 17.11.1 Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.
- a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.
  - b. The conciliator shall not issue any public statements of fact or opinion on the issue(s).
  - c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.
  - d. The Immediate Supervisor or designee shall transmit to the grievant within 10 days of the conciliation session a written decision, including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Immediate Supervisor's decision.
  - e. If the Immediate Supervisor or designee does not transmit a written decision within the specified time limit, the grievance is denied and the grievant may appeal to level three.

### **Level Three - Arbitration**

17.12 The District and the Association agree that any grievance denied at Level Two shall be submitted to binding arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) at the request of the Association.

17.12.1 The filing shall be made within 10 days of the Level Two denial.

- a. If any question arises as to the arbitrability of the grievance or if the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, it was filed or processed in an untimely manner, or the dispute has become moot, such question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance.
  1. If the District should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative judicial proceedings, to compel the District to proceed to arbitration.
  2. Processing and discussing the merits of an asserted grievance shall not constitute a waiver by the District of a defense that the dispute is not grievable or is not timely filed provided that the defense is raised not later than the written decision at level 2.

17.12.2 The parties shall share the per diem and expense costs of the arbitrator and the AAA administration fee. Each party shall bear all other costs of its own case.

17.12.3 The parties may utilize the Expedited Arbitration Rules of the AAA by mutual agreement.

17.12.4 The arbitration shall be limited solely to the interpretation and application of this Agreement, to the precise issue(s) submitted in the original filing, and any procedural objections made by the respondent. The arbitration shall not determine any other issue(s).

- a. The arbitrator shall have no power or authority to hear cases challenging the District's promulgation of rules or procedures for the implementation of this Agreement, the

discipline (except as provided by the Discipline Article herein) or termination of an employee, or the failure to reemploy or reassign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.

- b. The arbitrator shall submit a written decision, including findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator's decision shall be limited as follows:
  1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated the express terms of the Agreement. The arbitrator's judgment shall not be substituted for the judgment of the District.
  2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
  3. The arbitrator shall not issue statements of opinion or conclusions that are not essential to the determination of the issue(s) submitted.

17.12.5 The arbitrator's decision may include restitution, financial reimbursement, or other proper remedy, except fines or penalties. The arbitrator shall have no power to grant a financial or remunerative award where no loss of money or wages has been proved, or to grant an award of restitution or reimbursement that is greater than the amount of money lost by the alleged improper application of this Agreement.

17.12.6 The arbitrator's decision shall be submitted to the Association and to the District for review and implementation.

## **Article 18 - Layoffs**

18.1 Layoff and Reduction in Hours - The Board may lay off employees or reduce the hours of employees for lack of work or lack of funds or other legally authorized reasons. In the event employees are laid off and/or reduced in hours, the employees shall be laid off or reduced in hours in inverse order of seniority in the class in which the layoff and/or reduction occur. The employee, who has been employed the shortest time as a probationary or permanent employee in the class, plus higher classes, shall be considered to have the least seniority.

18.2 Reduction in Hours -- To the extent required by law, indefinite reductions in regularly assigned time shall be considered a layoff under the provisions of this Article.

18.3 Order of Layoff and/or Reduction in Hours

18.3.1 The order of the layoff shall be based on seniority by class. An employee who has been employed the shortest time in the class plus higher classes shall be laid off first. For purposes of this Article, seniority shall be based on the date of hire or rehire, whichever occurs later, in the classification and shall include time in any higher classification. Seniority is the hire date of the employee as a regular employee in that classification or any

higher classification. In the event of periods of unpaid time, except those periods in which the Unit Member qualifies and is approved for FMLA and/or CFRA leave, seniority is reduced equal to the period of unpaid days. Time served in temporary or substitute status, no matter what length, does not count towards seniority.

- 18.3.2 If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater length of service with the District excluding periods of unpaid time except as noted above and, if that is equal, then the determination shall be made by drawing lots by drawing numbers.

18.4 Rights of Laid Off and/or Reduced in Hours Employees - Employees shall have the following rights:

- 18.4.1 Notice of Layoff/Reduction in Hours - Affected employees and the Association shall be given notice of layoff/reduction in hours and right to a hearing, if applicable, as set forth in Education Code section 45117 or other operative law that may succeed it, and shall be informed of their displacement (bumping) rights, if any, and reemployment rights. Upon written request by the Association, the District and the Association shall meet no later than ten (10) calendar days following the notice(s) of layoff/reduction in hours to review bumping and reemployment procedures.

- 18.4.2 Bumping Rights - An employee laid off from his/her present class may bump into the next lower class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff. To exercise bumping rights, the employee must notify the Superintendent in writing not later than ten (10) calendar days after receiving notice of layoff/reduction in hours.

- 18.4.3 Reemployment Rights - Persons laid off are eligible for reemployment for a period of thirty-nine (39) months and shall be offered reemployment in the class from which laid off prior to offering employment in that class to new applicants. In addition, during the 39-month period such persons laid off shall receive notice of and have the right to participate in District promotional examinations in positions for which they meet the minimum qualifications.

- 18.4.3.1 Notices regarding reemployment or promotional exams shall be in writing and shall be sent to the employee's last known address.

- 18.4.3.2 Offers of reemployment or increase in hours shall be made in order of seniority from those available employees on the reemployment list.

- 18.4.3.3 The order of seniority for reemployment means that an offer shall be made to the available employee who has the greatest seniority as determined by Article 18, section 18.3 above.

- 18.4.3.4 An employee shall be deemed unavailable for employment if the employee fails either to respond within five (5) work days or refuses two (2) offers of reemployment in the same class and for the same or more hours than those served at the time of the layoff. In such cases, the employee's name shall be removed from the reemployment list.

- 18.4.3.5 An employee shall remain entitled to receive an offer of reemployment during the 39-month period if refusal of reemployment is to the same class but for fewer hours than those served at the time of layoff or to a different class.

- 18.4.4 Voluntary Demotion or Voluntary Reduction in Hours in Lieu of Layoff - Employees who take a voluntary demotion or voluntary reduction in hours in lieu of layoff shall be granted the same rights as an employee who has been laid off and shall retain eligibility to be considered for reemployment for an additional 24 (twenty-four) month period provided that the same tests of fitness under which they qualified or appointment to the class shall still apply.
- 18.4.5 Election of Retirement in Lieu of Layoff - An employee who qualifies for service retirement may elect to retire in lieu of layoff. If an employee retires under such circumstances, the provisions of Education Code section 45115 shall apply.
- 18.5 Exclusivity of Rights - The rights granted to the Association and the employees who are laid off or reduced in hours under this Article are the sole and exclusive rights granted to them by the District. Inclusion of this Article into the contract satisfies any obligation to negotiate the District might have had regarding future layoffs/reductions in hours. No other rights are intended or implied by the inclusion of this Article in this contract except that a violation of this article is subject to the grievance procedure herein. Neither the District, the Association nor its Bargaining Unit Members waive any rights conferred to them under state law, including Education Code section 45117 or other operative law that may succeed it.

## **Article 19 - Concerted Activities**

- 19.1 The parties agree that except as allowed under EERA, neither the Association nor its members shall encourage, condone, participate in, or otherwise support any strike, work stoppage, ("sick-in") slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties.
- 19.1.1 The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this agreement and guarantees the full and faithful performance of this agreement on its part and on the part of bargaining unit members.
- 19.1.2 Further, in the event of a strike, work stoppage, "sick-in," slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties, the Exclusive Representative agrees in good faith to take all necessary steps to cause employees to cease the concerted activity.
- 19.1.3 This section shall remain in effect throughout the term of this Agreement and during any negotiations for a successor agreement. If the parties are unable to reach a new agreement, this provision shall not be in effect as of the date the parties complete the statutory impasse procedures.



## Article 20 - Conclusion

- 20.1 Completion of Negotiations -- This Agreement represents complete collective bargaining and full agreement by the parties with respect to the wages, hours, and other terms and conditions of employment that shall prevail during the term of this Agreement.
- 20.1.1 It is understood and agreed that as to all matters not covered by this Agreement there shall be no duty to meet and negotiate further during the term of this Agreement unless the parties agree to negotiate on any subject. Should the Legislature add to the “Scope of Representation” set forth in Section 3543.2 of the Educational Employment Relations Act, either party may, upon notice to the other, propose the issue for negotiations.
- 20.1.1.1 Mandatory improvements in benefits set forth in this Agreement brought about by changes in State or federal laws shall be implemented by the District, and the Association shall be notified.
- 20.1.1.2 Mandatory reductions in benefits set forth in this Agreement brought about by changes in State or federal laws shall be implemented by the District, and the Association shall be notified.
- 20.1.2 Except by mutual agreement, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement and even though such subjects or matters were proposed and later withdrawn.
- 20.1.2.1 The District agrees that it will not change any “term and condition of employment” as defined in Section 3543.2 of the Act without first notifying the Association of such intended change.
- 20.1.2.2 The Association must make a written demand to bargain the effect of such a change within thirty (30) days of written notice that the change is being made, or the right of the Association to meet and negotiate shall be waived. Following the written demand, the District agrees to meet and negotiate.
- 20.2 Past Practice - The specific provisions of this Agreement shall prevail over any past practice or procedure. In the absence of a specific provision of this Agreement, practices and procedures that have been at the District’s discretion in the past remain within the discretion of the District as set forth in Article 3 of this Agreement except as limited by applicable law.
- 20.3 Severability and Savings - In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.
- 20.3.1 Should a federal or State agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).
- 20.3.2 If the Legislature repeals or modifies sections of the Education Code relative to matters within the scope of representation, the District agrees to negotiate the effect of such modifications prior to implementing the provisions of any change.

## Article 21 – Transfers and Vacancies

- 21.1 A “transfer” is the relocation of an employee from one site to another for the remainder of the school year or for a subsequent school year.
- 21.2 A “vacancy” is any position, including a stipend, that does not have a Bargaining Unit Member assigned to it and the District determines that the position will be filled. A vacancy does not include temporary assignments created by the sudden and/or temporary absence of a Bargaining Unit Member, or a situation where District administration determines, at its sole discretion, that student and/or program needs necessitate a temporary assignment. All vacancies shall be made known to all Bargaining Unit Members through District email prior to being advertised to any external candidate. The announcement shall include the existing job description.
- 21.3 Transfers, both voluntary and involuntary, as well as employment to vacant positions shall be made by the administration following the review of each candidate’s qualifications including, but not limited to the candidate’s educational background, credentials and certifications, experience, District seniority, and the judgment of the superintendent or designee regarding the needs of the schools.
- 21.4 No final assignment to fill a vacancy will be made until after the posted closing date.
- 21.5 The District will email the Association and all classified staff in the District a notice of vacancy containing the specific position that is available, the school site where the current vacancy exists, when the position will be available (immediately, the following school year), the qualifications for each position, and the closing date, which will be at least 6 work days following the posting during the school year and at least 11 calendar days during the summer. The District will, upon request of a Bargaining Unit Member, notify the member by mail of any posted vacancies that arise during the summer recess or period of leave. The member’s request must be in writing and include a mailing address.
- 21.6 If the filling of a vacancy results in the transfer(s), be it voluntary or involuntary, of a Bargaining Unit Member(s), the District is not required to email the Association nor is it required to post a notice of vacancy for said Bargaining Unit Member(s)’s prior position(s). The timelines relating to posting and hiring similarly will not apply.
- 21.7 Bargaining Unit Members who wish to be considered for employment in a posted vacancy shall submit a written (or email) request to the District office or as identified in the posting. A written request must be submitted each time a vacancy is posted, although an employee may indicate interest in multiple vacancies if posted at one time.
- 21.8 Following the posted closing date for vacancies, the District shall review the submitted requests for employment in a vacant position and interview all qualified candidates.
- 21.9 All employees submitting requests for vacant positions will be notified if their requests were granted or not granted.
- 21.10 If an employee’s request for transfer or for employment in a vacancy is denied, the employee may request a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting, the employee may request and will receive a written explanation for the denial.

- 21.11 All employees will be provided written notice of their tentative assignments for the following school year no later than five days prior to the last workday of the current school year. The notice will specify the school site and grade span, if applicable. The tentative assignments are subject to change.
- 21.12 Involuntary transfers will be based on the educational needs of the District and shall not be arbitrary, capricious or punitive.
- 21.13 If an employee objects to a transfer, he/she may request a meeting with the appropriate administrator and the Superintendent. Upon request, the administrator shall explain his/her decision in writing.

## **Appendix A: List of Classes in Bargaining Unit**

School Secretary (I, II, and III, and Bilingual)

Custodian

Custodian/Driver

Health Aides

Instructional Assistants and Aides (including Special Education, Bilingual, Signing, and Bilingual Special Education)

Behavior Technician

Maintenance/Driver

Driver

## Appendix B.1: 2023-2024 Classified Salary Schedule

### Buellton Union School District Classified Salary Schedule 2023-24

Salary Schedule Effective: 07/01/23

Board Approval: 6/21/23

Units: Hourly

	Range	1	2	3	4	5	6
Instructional Assistant, Food Service Worker I	5	19.26	19.80	20.34	20.90	21.48	22.17
Instructional Assistant (SPED)	10	20.60	21.17	21.74	22.34	22.95	23.70
Custodian	15	20.97	21.55	22.14	22.75	23.37	24.13
Instructional Assistant (bilingual competency), Food Service Worker II	20	21.13	21.71	22.31	22.92	23.55	24.32
Instructional Assistant SPED (bilingual competency), Signing IA, Grounds/Maintenance Worker	25	21.94	22.53	23.16	23.80	24.45	25.24
Bilingual Office Clerk (SPED)	30	24.34	25.02	25.70	26.41	27.14	28.01
Health Aide/Staff Secretary (Community Schools)	35	25.41	26.11	26.83	27.56	28.32	29.24
School Secretary III, Accounting/Personnel Technician (SPED)	40	26.75	27.49	28.25	29.03	29.83	30.81
Maintenance Worker/School Bus Driver	45	27.02	27.76	28.52	29.30	30.10	31.07
Behavior Technician	50	28.09	28.86	29.65	30.46	31.30	32.31
Accounting Specialist, Deaf & Hard of Hearing Interpreter	55	29.96	30.78	31.63	32.50	33.40	34.48
Coordinator of Student Information, LVN	60	30.50	31.33	32.20	33.08	33.99	35.10
Registered Nurse	65	32.10	32.99	33.90	34.83	35.79	36.96
Occupational Therapist, Behavior Interventionist	70	53.50	54.98	56.49	58.04	59.63	61.57

*After ten (10) years of service to the district as a full time employee, each employee will receive an anniversary increment of \$750 beginning with their eleventh (11) year of employment.*

Employees receive the following:

1-5 years of service = 10 days paid vacation    6-14 years of service = 15 days paid vacation    15 or more years of service = 18 days paid vacation

## Appendix B.2: 2024-2025 Classified Salary Schedule

### Buellton Union School District Classified Salary Schedule 2024-25

Salary Schedule Effective: 07/01/24  
 Board Approval: 6/21/23  
 Units: Hourly

	Range	1	2	3	4	5	6
Instructional Assistant, Food Service Worker I	5	19.65	20.19	20.75	21.32	21.91	22.61
Instructional Assistant (SPED)	10	21.01	21.59	22.18	22.79	23.41	24.18
Custodian	15	21.39	21.98	22.58	23.20	23.84	24.61
Instructional Assistant (bilingual competency), Food Service Worker II	20	21.56	22.14	22.76	23.38	24.02	24.81
Instructional Assistant SPED (bilingual competency), Signing IA, Grounds/Maintenance Worker	25	22.37	22.99	23.62	24.27	24.94	25.75
Bilingual Office Clerk (SPED)	30	24.83	25.52	26.22	26.94	27.68	28.57
Health Aide/Staff Secretary (Community Schools)	35	25.92	26.63	27.36	28.11	28.89	29.83
School Secretary III, Accounting/Personnel Technician (SPED)	40	27.29	28.04	28.81	29.61	30.43	31.42
Maintenance Worker/School Bus Driver	45	27.56	28.31	29.09	29.88	30.70	31.69
Behavior Technician	50	28.65	29.44	30.24	31.07	31.92	32.96
Accounting Specialist, Deaf & Hard of Hearing Interpreter	55	30.56	31.40	32.26	33.15	34.06	35.17
Coordinator of Student Information, LVN	60	31.11	31.96	32.84	33.75	34.67	35.80
Registered Nurse	65	32.74	33.65	34.58	35.53	36.51	37.70
Occupational Therapist, Behavior Interventionist	70	54.57	56.08	57.62	59.20	60.82	62.80

After ten (10) years of service to the district as a full time employee, each employee will receive an anniversary increment of \$750 beginning with their eleventh (11) year of employment.

Employees receive the following:

1-5 years of service = 10 days paid vacation    6-14 years of service = 15 days paid vacation    15 or more years of service = 18 days paid vacation

## Appendix C: Performance Appraisal for Classified Employees

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Department \_\_\_\_\_ Job Title \_\_\_\_\_ Date Due \_\_\_\_\_

Please read instructions on reverse side before completing this form

	Unsatisfactory	Needs to Improve	Meets Requirements	Exceeds Requirements
<b>Quality of Work:</b> (Accuracy, thoroughness, neatness)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Quality of Work:</b> (Volume, application, time and equipment use)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Knowledge of Job:</b> (Technical knowledge, skill level)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Work Habits:</b> (Initiative, resourcefulness, punctuality, safety, ability to follow directions)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Interpersonal Relationships:</b> (Cooperation, cheerfulness, patience, teamwork, relationships with co-workers and public)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Personal Fitness:</b> (Integrity, adaptability, stability, supportive of organization/department goals, dependability, judgment)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ability to supervise students:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ability to communicate effectively:</b> (Written communication, oral communication and telephone techniques)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Additional factors:</b> (list and identify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Additional pages may be attached**

Explanation for ratings of "Exceeds Requirements": \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Record **Progress Achieved** in attaining previously set goals for improved work performance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Record specific **Goals or Improvement Programs** to be undertaken during next evaluation period:

(This section must be completed for ratings of "Needs to improve" or "Unsatisfactory")

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Evaluation Summary:**    Unsatisfactory        Needs to improve        Meets Requirements        Exceeds requirements

**Recommendation for Probationary Employee:**    Continue employment        Terminate

I have read this appraisal. My signature does not necessarily indicate that I agree with this appraisal. (Employee may attach written comments.)

\_\_\_\_\_  
Employee    Date    Evaluator Signature    Date

# Appendix D: Calendar



## 2023/2024 Academic School Calendar Buellton Union School District



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

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

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

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

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

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

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

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

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

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

Minimum Day - 1:30 Release

Approved by Board of Trustees: 2/8/2023

**2023/2024 TOTAL SCHOOL DAYS 180**

Student holidays and vacation are shaded in gray

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



**SIGNATURES**

FOR THE EXCLUSIVE REPRESENTATIVE:

FOR THE DISTRICT:



Paul Arredondo

President of BEA, Classified Unit



Randal Haggard

Superintendent