



Agreement Between

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**Chula Vista Classified  
Employees Organization  
and Chula Vista Elementary  
School District**

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**July 1, 2023 – June 30, 2026**



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## **ARTICLE 1. AGREEMENT**

The Board of Education of the Chula Vista Elementary School District of San Diego County, State of California, (hereinafter "District"), and the Chula Vista Classified Employees Organization, (hereinafter "Organization"), agree as follows:

## ARTICLE 2. RECOGNITION

2.1 The bargaining unit described pursuant to Chapter 10.7, Division 4 of Title I, Section 3545(b)(1), (2), and (3) of the Government Code is limited to classified employees of the Chula Vista Elementary School District in the positions of:

### Reallocation Group A (2023-24)

Accountant  
 Accounting Technician I  
 Accounting Technician II-Accts Payable/Student Org  
 Accounting Technician III  
 Accounting Technician IV  
 Attendance Accounting Tech  
 Payroll Specialist I  
 Payroll Specialist II  
 Payroll Specialist III  
 CalPADS Pupil Services/Special Education Technician  
 Clerk I  
 Clerk II  
 Clerk-Typist I  
 Clerk-Typist II  
 Clerk-Typist II (Translator)  
 Clerk-Typist III  
 Clerk-Typist III (Family Resource Center)  
 Community Referral Clerk  
 Community Relations Liaison  
 Community School Site Coordinator  
 English Learner Support Tech  
 Expanded Learning Programs Specialist  
 Facilities Technician  
 Human Res Tech I (Switchboard Operator)  
 Human Resources Technician II  
 Human Res Tech III (Sub Desk)  
 Human Res Tech IV (Sub Desk)  
 Human Res Analyst (Sub Desk)  
 Medi-Cal Admin Activities/Local Educ Agency Prog Asst  
 Military Family Advocate  
 Parent Community Liaison  
 Planning Technician  
 Planning and Facilities Tech  
 Pupil Services/Sp Ed Tech  
 School Attd Sec/Health Spec  
 School Health Clerk  
 Sch Readiness/Spec Needs Demo Project Technician  
 School Secretary  
 Secretary I  
 Secretary II  
 Secretary II (Sum/NCLB)  
 Secty to the Dir of: Curr & Inst, Early Inter, Information, Lang Acq, Maint & Oper, Pupil Serv  
 Secty to the Executive Director  
 Special Projects Technician  
 Student Attendance/Welfare Specialist  
 Student Placement Lead  
 Student Placement Specialist  
 Student Placement Technician  
 Translator/Interpreter  
 Welfare and Attendance Clerk (School)

Cataloging Technician  
 Instructional Media Center Library Technician  
 Instructional Services Textbook Technician  
 Library Media Technician  
 Library/Technology Technician  
 Media Cataloger  
 Ordering and Purch Media Clk  
 CNS I  
 CNS II  
 CNS III  
 CNS IV  
 CNS Baker  
 CNS Specialist  
 Child Nutrition Technician  
 Commercial Appliance/HVAC Technician

### Reallocation Group B (2024-25)

Adapted Aquatics Program Spec  
 Autism and Behavior Support Assistant  
 English Learner Support Technician IV  
 Family Literacy Technician  
 Instructional Assistant  
 Instructional Assistant-Special Education  
 Instructional Assistant, Behavioral Spec  
 Instructional Assistant, CBET  
 Instructional Assistant, Comp Lab  
 Instructional Assistant, ELL  
 Instructional Assistant, Even Start  
 IA, Home & School Partnership Program  
 IA, Immigrant Fam/Student Supp-Arabic, Farsi, Japanese, Korean, Mandarin, Russian, Tagalog, Thai  
 IA, Language, Speech & Hearing  
 Instructional Assistant, Parent Education  
 Instructional Assistant, PIP Behavior Support  
 IA, Preschool and Child Development  
 IA, School Readiness Program  
 IA, Special Needs Demo Project  
 IA, Transitional Kindergarten  
 IA, Volunteer Projects  
 Interpreter-DHH  
 Student Support Assistant - KIDCO  
 Lead Instructional Assistant-ELL  
 Lead Occupational Therapist  
 Licensed Mental Health Clinician  
 Licensed Vocational Nurse  
 Occupational Therapy Assistant  
 Occupational Therapist  
 Outreach Consultant  
 Parent Engagement Liaison  
 Registered Behavioral Technician  
 Rehabilitation Equipment Technician  
 Speech/Language Pathology Assistant  
 Student Attendant  
 Student Attendant-Braille  
 SA, Visually Impaired Student Support  
 Wellness Projects Specialist  
 Buyer  
 Communications Technician  
 Computer Support Technician I

Computer Support Technician II  
 Computer Support Technician III  
 Delivery Driver/Storekeeper II  
 Digital Imaging Technician I  
 Digital Imaging Technician II  
 Digital Media Specialist  
 ESSC Lead Info Technology Specialist  
 Hardware Technician I  
 Hardware Technician III  
 Info Services Support Clerk  
 Info Tech Comm/Web Specialist  
 Junior Buyer  
 Junior Programmer  
 Lead Buyer  
 Lead Digital Imaging Technician  
 Lead Storekeeper/Lead Driver  
 Network Administrator  
 Senior Systems Analyst  
 Network Analyst  
 Network Technician  
 Programmer Analyst  
 Publications Technician  
 Senior Digital, Visual, and Interactive Media Analyst  
 Senior Programmer Analyst  
 Storekeeper II  
 Student, Fam, & Comm Svcs's Tech Spec  
 Technology Equipment Technician  
 Technology Equipment Technician II  
 Technology Services Technician

### Reallocation Group C (2025-26)

Carpenter-Glazier  
 Carpenter-Glazier- Entry Level  
 Custodian I  
 Custodian II  
 Electrician  
 Electrician - Entry Level  
 ESSC Plant Operator  
 ESSC Plant Operator Assistant  
 Filter Technician  
 Floor Covering - Entry Level  
 Floor Covering Technician  
 Gardener-Groundskeeper  
 Gardener-Groundskeeper – Entry Level  
 General Maintenance  
 General Maintenance - Entry Level  
 General Maint Equipment Operator  
 General Maintenance Fabricator  
 General Maintenance Roofer/Floorer  
 Grounds Equipment Operator  
 Irrigation Specialist  
 Lead Carpenter/Glazier  
 Lead Electrician  
 Lead Gardener-Groundskeeper  
 Lead General Maintenance  
 Lead HVAC  
 Lead Irrigation/Central Control Specialist  
 Lead Locksmith  
 Lead Locksmith/Plumber  
 Lead Painter  
 Lead Plumber  
 Locksmith

Locksmith - Entry Level  
Noon Duty Supervisor  
Painter  
Painter - Entry Level  
Plumber  
Plumber - Entry Level  
Roofer  
Roofer - Entry Level  
Roofer/Floorer  
Trades I/HVAC  
Trades II/HVAC  
Trades III/HVAC

Trades IV/HVAC  
Automotive Mechanic  
Automotive Mechanic II  
Automotive Mechanic Helper  
Bus Attendant  
Bus Driver  
Bus Driver/Driver Instructor  
Bus Driver/Transportation Asst  
Dispatcher  
Heavy Equipment Mechanic  
Lead Bus Driver  
Lead Mechanic

Passenger Van Driver  
Transp Technology Support Tech I  
Transportation Lead Instructor  
Transportation Routing and Planning Specialist  
Transportation Specialist

## 2.2 The unit excludes

Management Employees  
Confidential Employees  
Supervisory Employees  
Certificated Employees

## **ARTICLE 3. DISTRICT RIGHTS**

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to those duties and powers are the exclusive rights to determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required to maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities, establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, lay off, terminate and discipline employees; and to determine the effects and impact of any action implementing these rights.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law, and shall not be subject to the Grievance Procedure of this Agreement.
- 3.3 The District retains its right to amend, modify or rescind provisions of this Agreement in cases of emergency. The Determination of whether or not an emergency exists is solely within the discretion of the District.
- 3.4 Upon written notice to the Organization of the passage by the electorate or legislature of any law which has an adverse impact on revenue to the District, the District and Organization agree to immediately convene negotiations regarding such law and its impact on the District. If the Organization refuses to convene negotiations within ten (10) days of the written notice or the parties fail to reach an agreement and/or the

Organization fails to ratify the agreement within forty-five (45) days, the District may unilaterally change working conditions to meet fiscal concerns. If the forty-fifth (45<sup>th</sup>) day falls during a District break, the time for the Organization to ratify the agreement shall be extended to sixty (60) days from the written notice.

## **ARTICLE 4. ORGANIZATIONAL SECURITY AND ORGANIZATION RIGHTS**

- 4.1 With respect to payroll deduction of CVCEO membership dues, the parties agree as follows:
- 4.1.1 Pursuant to Section 3543.1(d) of the Government Code, the Organization shall have the sole and exclusive right to payroll deduction of membership dues.
  - 4.1.2 Pursuant to Section 3540.1(i)(1), a CVCEO Member may not revoke their membership or dues payment during the term of this agreement and can be revoked only within a period of 30 days following the expiration of this agreement. Nothing in this paragraph shall limit any member's rights and responsibilities provided pursuant to Education Code Section 45060(c), including the member's right to revoke their membership in accordance with the written authorization between CVCEO and that member.
  - 4.1.3 The District shall not be obligated to put into effect any new or changed deduction rates until the pay period commencing thirty (30) days or more after such submission.
  - 4.1.4 The Organization agrees to furnish any information needed by the District to fulfill the provisions of this Article.
  - 4.1.5 The Organization agrees that it will indemnify and holds harmless the District from attorney's fees, costs, charges, fees, awards, and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that in consideration of the Organization's obligation thereunder the District will notify the Organization in writing of any matter within ten (10) days of service thereof upon the District. The District and the Organization agree to fully cooperate with each other on any matter commenced against the District. Given the obligation of the Organization to fully fund the defense to any to this Article, the Organization may, at its discretion, choose between defending, settling in whole or in part, or appealing the matter.
  - 4.1.6 In the event any term of this Article is deemed unlawful pursuant to a decision issued by a court of competent jurisdiction, or in the event of any legislation enactments which impact the terms of this Article which take effect subsequent to the effective date of this Agreement, the District shall implement this Article strictly in accordance with the law. The District and CVCEO shall commence negotiations concerning any unlawful portion(s) of this Article without unreasonable delay.

- 4.2 The Organization shall have the right to receive release time for the President, Co-Presidents of the Organization or their designee, without loss of compensation, for a cumulative total not to exceed twenty (20) days during the period of one (1) school year, for conducting business, which has been mutually agreed upon as District-Organization business as follows:
  - 4.2.1. Attending monthly/bi-monthly consultation meetings with Superintendent or designee regarding employment issues.
  - 4.2.2 Meeting with individual unit members concerning their specific employment concerns.
- 4.3 In addition to the twenty (20) days included in Article 4.2, the Organization shall have the right to receive release time for the President, Co-Presidents, or designee(s) for attendance at the following:
  - 4.3.1 Negotiations pursuant to Government Code 3540, et seq.
  - 4.3.2 Reclassification/Reallocation negotiation meetings.
  - 4.3.3 Presentation of grievances.
  - 4.3.4 Meetings for the resolution of grievances.
  - 4.3.5 Meetings initiated by the District, which may reasonably result in employee discipline.
  - 4.3.6 Evaluation meetings initiated by the District when the employee's evaluation may reasonably lead to discipline.
  - 4.3.7 District initiated meetings where representation of the Organization is invited.
  - 4.3.8 New employee orientations pursuant to Article 4.10.
- 4.4 Organization-paid leave of absence for CVCEO members (paid by CVCEO) will follow the same requirements set forth in Articles 4.5 through 4.6.
- 4.5 All release time, including Organizational-paid leave of absence will be reported through the District's absence reporting system prior to the leave. Each type of release time or leave of absence (i.e. 4.2, 4.3, and 4.4) will be reported and tracked separately. Reasonable advance notification shall be given to the immediate supervisor prior to the requested release time.
- 4.6 Release time must be taken in increments of no less than one (1) hour.
- 4.7 The District retains the right to operate and provide efficient service to students and staff in the event of a conflict.

- 4.8 Additional days may be requested by the Organization to have reasonable release time to conduct District-Organization business. Approval shall be at the sole discretion of the Superintendent or designee.
- 4.9 Monthly, the District will provide the Organization a list of all classified employees in the bargaining unit. The list will be in electronic format and will include, unless prohibited by law, the employee's ID number, name, work location, position/title, mailing address, telephone number, District e-mail address (when available), hire date, salary range, salary step, assigned hour per day, hourly rate of pay, and contract days per year.
- 4.10 The District shall hold new employee orientations. The District and CVCEO will collaborate to determine the dates and times of the new employee orientation sessions each quarter. Following District orientation, CVCEO will be given the opportunity to make a presentation (including the use of audio and video equipment if necessary) for 30 to 45 minutes. CVCEO reserves the right to exclude management from its portion of the orientation session. Employees who are unable to attend the first orientation shall be eligible to attend the next orientation. The orientation shall not exceed the length of an employee's regular work day, but employees may attend an orientation outside their regularly assigned work schedule. If the District has not conducted an in-person new employee orientation within 45 days of a newly hired employee's start date, and the new employee is working in person, CVCEO shall be entitled to schedule an in-person meeting at the worksite during employment hours with seven (7) days' notice, during which newly hired employees shall have the opportunity to attend and shall be relieved of other duties for the purpose of attending the meeting. During this meeting, CVCEO shall be permitted to communicate directly with newly hired employees in the applicable bargaining unit for up to 30 minutes on paid time. The District shall provide appropriate on-site meeting space for such a meeting. Additionally, newly hired CVCEO bargaining unit members will be given CVCEO information in their employment packet. This provision is entered into pursuant to AB 119 and SB 191 and is comprehensive of CVCEO's right to access new employee orientations. Employees who attend the orientations outside their regular workday shall not be paid for time related to the orientation.

## **ARTICLE 5. WAGES**

- 5.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the negotiated rates established for each classification as provided for in the appendices incorporated as part of this agreement.

All employees will receive a nine percent (9%) salary increase effective July 1, 2023.

Effective July 1, 2024, bargaining unit salary schedules will be increased by three percent (3%). If the revised final COLA in the state budget is over 4%, bargaining unit salary increase will be an additional 1% (4% total). If the revised final COLA in the state budget is over 5%, bargaining unit salary increase will be an additional 2% (5%

total). If the revised final COLA in the state budget is over 6%, bargaining until salary increase will be an additional 2% (5% total) and the parties will return to the bargaining table.

Increase to Step 7 (based on Step 6 + 5%) onto the Classified Employee's Salary Schedule, effective July 1, 2023.

5.1.1 Contingent on the ability of the San Diego County Office of Education to do so and the District not incurring any related costs for implementing this change in pay warrants, employees who are scheduled to work less than 12 months in a school year may request to be paid on a twelfthly cycle.

## 5.2 Meritorious Longevity Increments

5.2.1 Any bargaining unit member who has completed ten (10) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 4.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.

5.2.2 Any bargaining unit member who has completed thirteen (13) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 7.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.

5.2.3 Any bargaining unit member who has completed fifteen (15) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 9.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.

5.2.4 Any bargaining unit member who has completed eighteen (18) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 11.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.

- 5.2.5 Any bargaining unit member who has completed twenty-two (22) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 13.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
- 5.2.6 Any bargaining unit member, who has completed twenty-five (25) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 15.5% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
- 5.2.7 Any bargaining unit member, who has completed twenty-eight (28) or more years of continuous service with satisfactory or better service during the twelve (12) months immediately preceding longevity eligibility, as determined by the District, shall receive 18% of the regular base pay as a meritorious longevity increment to the regular base pay. The pay will be effective the first of the month following the date of hire unless the date of hire was the first available work day of the month, then the longevity increment would be effective as of that date.
- 5.3 Classification. The District and Organization agree to continue the Classification Committee to discuss position classifications and reallocations.
- 5.3.1 The "Reclassification Questionnaire" and Reclassification Process Description will be appended to this Agreement. The Committee shall set the starting and ending dates of the annual study. The Committee may thereafter recommend classification/reallocations to the Superintendent and the Board of Education, which shall be advisory only. A copy of the recommendations will be provided to the Organization prior to submission to the Board.
- 5.4 Extra Duty Assignments
- 5.4.1 In the event a need arises at a particular site for a specific task or tasks to be performed, but no classified employee assigned to the site within the classification that traditionally performs that task or tasks is available to perform that task or tasks, the District may request qualified employees assigned to the site in other classifications to perform the task or tasks as an extra-duty assignment. In order to be considered qualified for purposes of this paragraph, the employee must possess the requisite skills necessary to perform the task or tasks and be able to perform the task or tasks in a safe manner. In the event a need arises at a particular site, but no employee assigned to that site is qualified to perform that task or tasks, the District may offer the extra-duty assignment to qualified employees assigned to other sites. Employees may

voluntarily accept the extra-duty assignment, but are not required to do so. When offered the extra-duty assignment, each employee must immediately accept or reject the assignment. The failure to immediately accept an assignment may be considered a denial. The extra-duty assignment shall be in addition to, and not part of, the employee's regular daily assignment. Employees who accept the extra-duty assignment will be paid the hourly rate from the range assigned to the lowest classification that traditionally performs that task or tasks and will be paid at the same step of their regular classification, plus overtime if applicable. Nothing in this paragraph shall limit the District's right to use substitute employees, consistent with education code and any other applicable authority.

- 5.4.2 Bargaining unit members who provide translations authorized by their supervisor will be paid at their regular rate of pay plus overtime if applicable. If Spanish is being translated in writing, the unit member must meet the District minimum standard score of four (4).
- 5.4.3 Bargaining unit members who provide instructional aide and/or tutoring services, in supplemental District educational programs, will be paid at their regular hourly rate of pay plus overtime if applicable.
- 5.5 If any District bargaining unit receives an increase in funds on their salary schedule in excess of the salary increase described in Article 5.1, between the effective date of this Agreement and June 30, 2026, the Organization shall have the right to submit a written notice to reopen this Article to the District within 30 days of the increase being effective, regardless of whether such notice is given during the period specified in Article 38.2.

## **ARTICLE 6. PROFESSIONAL GROWTH ADVANCED TRAINING INCENTIVES**

- 6.1 The current professional growth program shall continue for the duration of this Agreement. A description of the current professional growth program and payment schedule shall be available through the District's Human Resources Office.
- 6.2 Modifications to the current Professional Growth Program, which would affect unit members, will be addressed jointly by CVCEO and the District representatives.
- 6.3 Any bargaining unit member who has completed an AA degree or its equivalent as determined by the District, prior to or during their employment with the District shall receive a non-cumulative 2% regular base pay differential, and any bargaining unit member who has completed a BA degree or its equivalent shall receive a 4% regular base pay differential, conditioned upon the following:
  - 6.3.1 The degree reflects increased knowledge, understanding, and skills in the bargaining unit member's regular assignment.

- 6.3.2 The degree results in personal development through alertness to an awareness of human and social factors of our society.
  - 6.3.3 The degree has contributed to the development of understanding and awareness of fields closely related to the bargaining unit member's area of specialization.
  - 6.3.4 Eligibility, general rules and procedures, and the application for and verification provisions of the current professional growth program shall apply to this provision with respect to the AA degree or equivalent.
  - 6.3.5 No bargaining unit employee may simultaneously receive the 2% AA differential and the 4% BA differential. Bargaining unit members shall not receive additional compensation for additional degrees.
- 6.4 The Professional Growth Program Handbook sets forth the types of educational programs and examinations that qualify for professional growth increments.
- 6.4.1 IAs, SAs, Bus Attendants and Noon Duty Supervisors who successfully complete 10 modules of the District-provided Support Team for Autism Spectrum and At-risk Students (STAARS) Training will receive one (1) increment of professional growth credit. Employees shall not be eligible to receive more than one (1) increment for this training. Employees shall not otherwise be entitled to compensation for their time participating in District-provided STAARS Training.
- 6.5 The District shall continue the existing program of mentoring for school office staff and custodians. Employees who perform mentoring duties will be relieved of their usual duties while mentoring, and shall receive a stipend in the amount of two (2) hours of straight-time compensation for performing these mentoring duties.

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

In the event the Health Benefits Committee (HBC) no longer exists, the following insurance plans, programs, and benefits listed herein, as well as the respective insurance carriers contracting such plans, remain with the prerogative, discretion, and sole determination of the District.

### **7.1 Health and IRC 125 Benefits**

- 7.1.1 The District agrees to pay the exact cost of medical, dental, vision, life, and income protection up to the annual cap for health benefit contributions of sixteen thousand dollars (\$16,000) payable monthly at one thousand, three hundred and thirty-four dollars (\$1,334).
- 7.1.2 The District agrees to continue the IRS Section 125 Plan per IRS regulations in addition to the annual cash option of \$1,200 for those who elect cash in lieu

of the health benefit options (medical only). No one will be allowed to elect the cash option unless he or she can provide proof of current alternative medical coverage. Bargaining unit members who are enrolled in Medicare may not elect the cash option. The annual cash option of \$1,200 will be payable at \$100.00 monthly for each month waived. Should an employee lose alternative coverage, he or she will be allowed to re-enroll in a District-sponsored health plan. If for any reason this option is determined to be illegal or to impose more costs than gains, both parties agree to re-negotiate the terms and conditions of this agreement.

7.1.3 *Eligible Employees* shall be those unit members who work at least half-time (i.e., the equivalent of four (4) hours per day). The District shall contribute, on a pro-rated basis, the amount designated in 7.1.1 towards the cost of health insurance for eligible part-time employees as stated in 7.1.4.

7.1.4 *Grandfathered Employees* shall be part-time employees working less than four (4) hours per day hired prior to December 1, 1990, who enjoy a District contribution towards health insurance. Such employees shall continue to be eligible for the same level of District contribution towards health insurance as that provided under the 1989-90 Agreement for the duration of the employee's employment with the District.

7.1.4.1 Grandfathered employees may participate in employee health and welfare benefits and the District shall pay a percentage of the costs of the premiums. The percentage paid by the District shall be the "District's percentage contribution level" (see Article 34.11.1.1).

7.1.5 Retirement means withdrawal from active employment from the District with a Public Employees Retirement System allowance. Benefit eligible employees who retire on or after age fifty-five (55) may apply to have medical insurance continued by the District subject to the terms and conditions set forth below.

7.1.5.1 For those employees hired after 2008, and who retire with at least ten years of continuous service, the last ten of which are benefit eligible service, the District shall contribute an amount up to the maximum 55% of the annual cap for health benefit contributions (currently \$16,000/year) to be applied toward the monthly premium of the District group medical insurance program until the employee reaches age sixty-five (65).

7.1.5.2 Employees who were benefit eligible prior to 2008, and who retire with at least ten years of continuous service, the last five of which must be benefit eligible service shall receive up to the maximum 55% of the annual cap for health benefit contributions (currently \$16,000/year) to be applied toward the monthly premium of the District group medical insurance program until the employee

reaches age sixty-five (65). Attachment F provides a complete list of the employees who are eligible for the benefit. NOTE: Any eligible grandfathered employee who retired before 2008, shall be entitled to receive the retirement contribution amount set forth in the parties' October 14, 2016, Memorandum of Understanding.

7.1.5.3 These benefits shall be conditioned on the employee remaining eligible for said benefits. In the event the employee becomes eligible for benefits through another employer or receives benefits available through another employer's or a spouse's retirement system, he or she shall not be eligible for District benefits.

7.1.5.4 Benefit waiver stipends (paid to active employees who access other health care insurance and provide proof of same) are only available to retirees who access health care through a spouse's current active employer.

7.1.6 The employee or retiree shall be required to perform all acts necessary on the member's part to meet such requirements of the carrier of the District.

7.1.7 An employee on Board approved unpaid leave of absence shall have the option to remain an active participant in the District group insurance program conditioned upon the following:

7.1.7.1 The employee bears the full cost of the premium.

7.1.7.2 These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits.

7.1.7.3 The employee shall be required to perform all acts necessary on the member's part to meet any such requirements set by the District or insurance carrier including, but not limited to, payment of any premiums owed by the employee.

7.2 **Dental Insurance.** For each eligible employee, the District agrees to provide a dental insurance program for the duration of this Agreement. The District dental program shall include the San Diego County Schools Fringe Benefits Consortium Delta DPPO Program, United Concordia, and/or another provider recommended by HBC. Employees are responsible for all dependent dental premiums.

7.3 **Vision Insurance.** The District shall provide each eligible employee vision insurance. Each eligible employee shall have the opportunity to enroll his/her eligible dependents in the vision plan provided that the employee shall bear the cost of insuring such dependents. The carrier shall be Vision Services Plan or another provider recommended by HBC.

- 7.4 **Optional Life Insurance.** In addition to the District paid group life insurance plan in the amount of fifty thousand dollars (\$50,000), the District will provide the option for employees to purchase, at the employee's expense, life insurance through Mutual of Omaha.
- 7.5 **Group Salary Protection.** The District agrees to provide for each eligible employee a District group salary protection plan. The salary protection plan shall be that provided in the plan documents of the Standard Insurance Company.
- 7.6 **Benefits Upon Termination of Employment.** Should an employee's employment terminate following the completion of his or her work year and before the commencement of the ensuing school year (work year) such employee shall be entitled to continued group medical, group dental and group life insurance coverage for the length of time and to the extent that the current group insurance premium has been completely paid. These benefits shall be conditioned upon the employee remaining eligible for said benefits. In the event the employee becomes eligible for medical insurance benefits through another employer, he or she shall not be eligible for the District benefits. The employee shall be required to perform all acts necessary on the member's part to meet any such requirements set by the District or insurance carrier. This provision shall not serve to limit employees who retire from any other benefits to which they might otherwise be entitled.
- 7.7 From time to time, the San Diego County Office of Education will offer programs or information of services available to employees. Employees may choose to participate in those programs so long as they satisfy all terms and conditions of those programs without the need for the parties to negotiate over those benefit programs or services.
- 7.8 **Physical Examination.**
- 7.8.1 Exam for tuberculosis will be required every four (4) years. It is the employee's responsibility to maintain a current TB clearance on file with the District.
- 7.8.2 The District shall not illegally require a physical or mental examination of any employee.
- 7.9 **COBRA.** The District will comply with all Federal regulations regarding COBRA. Information concerning COBRA benefits will be provided to employees at the time of their separation from employment, or in the case of layoffs, at the time the notice of layoff is provided.

## ARTICLE 8. HOURS

- 8.1 The length of any bargaining unit employee workday shall be established by the District in compliance with law for each bargaining unit member relative to the needs of the District. Effective July 1, 2024, all school bus drivers shall have a base daily contract of 7.5 hours, and route selection shall occur once a year at the beginning of the school year. Effective July 1, 2024, all benefitted classroom staff shall have a daily

contract of no less than 6 hours. Effective July 1, 2024, all positions which are currently 180 days shall be increased to 182 day contracts.

- 8.2 Each bargaining unit member assigned to work five (5) or more consecutive hours per day shall be entitled to a duty-free non-paid lunch period of between thirty (30) minutes and sixty (60) minutes in length at a time approved by the immediate supervisor. In the event it is necessary for the supervisor/administrator to interrupt a bargaining unit member's lunch period for any given day, the unused portion of the lunch period may be mutually scheduled by the supervisor/administrator and the bargaining unit member during another time of that day. Each bargaining unit member assigned to work more than ten consecutive hours per day shall be entitled to a second duty-free non-paid lunch period of between thirty (30) minutes and sixty (60) minutes in length at a time approved by the immediate supervisor. If the total hours worked is no more than twelve (12) hours, the second meal period may be waived by the employer and employee if the first meal period was not waived. In the event it is necessary for the supervisor/administrator to interrupt a bargaining unit member's lunch period for any given day, the unused portion of the lunch period may be mutually scheduled by the supervisor/administrator and the bargaining unit member during another time of that day.
- 8.3 Each bargaining unit member regularly scheduled to work two (2) or more hours up to four (4) hours per day shall be entitled to an uninterrupted rest period of ten (10) minutes at times approved by an immediate supervisor but not during the first or last one-half (1/2) hour of the workday.
- 8.4 Each bargaining unit member regularly scheduled to work four (4) or more hours per day shall be entitled to an uninterrupted rest period of fifteen (15) minutes for each four (4) hour consecutive period worked, or major fraction thereof, at times approved by the immediate supervisor but not during the first or last hour of the workday.
- 8.5 The following chart illustrates break entitlement for unit members based on hours worked:

<b>Hours Worked</b>	<b>First Rest Break</b>	<b>Second Rest Break</b>	<b>Non-Paid Lunch Period</b>
2 hours	Yes—10 minutes after ½ hour of work, but before 1½ hours of work	No	No
3 hours	Yes—10 minutes after ½ of work, but before 2½ hours of work	No	No
4 hours	Yes—15 minutes after 1 hour of work, but before 3 hours of work	No	No

5 hours	Yes—15 minutes after 1 hour of work, but before 4 hours of work	No	Yes—30-60 minutes at a time approved by the supervisor
6 hours	Yes—15 minutes after 1 hour of work, but before 4 hours of work	Yes—15 minutes after 4 hours of work, but before 5 hours of work	Yes—30-60 minutes at a time approved by the supervisor
7 hours	Yes—15 minutes after 1 hour of work, but before 4 hours of work	Yes—15 minutes after 4 hours of work, but before 6 hours of work	Yes—30-60 minutes at a time approved by the supervisor
8 hours	Yes—15 minutes after 1 hour of work, but before 4 hours of work	Yes—15 minutes after 4 hours of work, but before 7 hours of work	Yes—30-60 minutes at a time approved by the supervisor

8.5.1 Employees assigned to field trips and outdoor education (a.k.a. sixth grade camp) shall be entitled to the above breaks and meal periods, and shall also be entitled to compensation during all duty hours, including (where applicable) at the appropriate overtime rate.

8.6 Any bargaining unit member called back to work to perform an authorized service to the District, either after normal working hours or on a day not worked, shall receive a minimum of two hours compensation at the standard hourly rate of pay unless it is more than eight (8) hours per day or forty (40) hours per week.

8.7 A classified employee in the bargaining unit who works a minimum of 30 minutes per day in his or her classification and in excess of his or her part-time assignment for a period of 20 consecutive working days or more, shall have his or her basic assignment in his or her classification increased to include the time that the employee worked on the shortest day in his or her classification within that 20 consecutive working day period. A classified employee in the bargaining unit who works a minimum of 30 minutes per day in one other classification and in excess of his or her part-time "contracted" classification assignment for a period of 20 consecutive working days or more, shall become "contracted" in that other classification and shall have his or her basic assignment revised to include both that classification and the time that the employee worked on the shortest day in that other classification within that 20 consecutive working day period. To qualify as a 20 consecutive working day period, the employee must work all or part of his or her excess time in the same classification for each day of that 20 consecutive working day period.

8.8 The time worked as a substitute shall not be included or otherwise count towards a permanent increase in a classified employee's basic assignment pursuant to Article 8.7 unless the employee's immediate supervisor requests that he or she serve as a substitute, in which case, such time worked as a substitute shall count towards an increase in the employee's basic assignment per Article 8.7.

- 8.9 Work performed after the end of the classified employee's work year and before the start of the next work year shall not be counted towards permanent increases in assignments as described in Article 8.7.
- 8.10 Employees assigned to a bus are responsible for taking rest periods at times that do not interfere with their assignment. If such an employee is unable to take a rest period, the employee shall schedule a rest period with his or her supervisor. Regular bus routes shall be designated as rest period or non-rest period routes. Routes with no scheduled rest period shall have earned rest periods adjusted to their base hours. However, such employees shall not have base hours adjusted for days or portions of days they are absent from duty, for whatever reason, or actually take breaks.
- 8.11 Bell Boy: Any unit member accepting the assignment to be the "Bell Boy" will do so on a voluntary basis other than those whose job descriptions require such duty, and will receive a minimum of five (5) hours of compensation at the appropriate overtime rate per weeklong assignment for being on call as the "Bell Boy." If the unit member is required to respond to a specific site, the employee will be compensated for a minimum of two (2) hours per response to emergency at a site. Acceptance of the assignment provides the District with assurance of the employee's full availability during the weeklong assignment. Employees with a personal emergency will be required to notify the Director of Facilities or the designee of their inability to continue with the weeklong or part of the assignment. Employees may request that the Director of Facilities reschedule their Bell Boy assignment for personal reasons. The Director may, but is not required to, reschedule that assignment. The employee's compensation will be prorated to the actual number of days served.
- 8.11.1 The employee must be available to respond to emergencies or upon request from site administrator or police and fire department officials within a reasonable time, not to exceed 40 minutes after receipt of call. Bell Boy is not required to report to site for alarm calls where emergency personnel, such as police, fire department, or Security Services, and/or a District employee have not responded. Failure to respond to emergency call will constitute a non-response for that day and will subject the employee to a deduction of prorated pay.
- 8.11.2 Bell Boy assignments will be offered to employees as determined by the Director of Facilities. No employee will be required to perform Bell Boy duty more than once every three (3) months. If an employee is assigned a Bell Boy assignment that includes one or more holidays, that employee will instead be paid seven (7) hours of compensation (or eight (8) hours of compensation for an assignment that includes two or more holidays) at the appropriate overtime rate per weeklong assignment, and that employee's Bell Boy assignments for the remainder of the school year shall not include a holiday unless the employee volunteers for such duty.
- 8.11.3 The District may contract out Bell Boy and/or Security Services related to Bell Boy assignments.

8.12 Noon Duty Supervisor Hours: Noon Duty Supervisors shall be employed for a minimum of ten hours per week. The District may schedule Noon Duty Supervisors for fewer hours, including fewer than ten hours per week, in accordance with the terms described in Article 8.12.1, or 8.12.2, if: (1) the school site demonstrates a need for fewer hours (“Site Request”) or (2) the Noon Duty Supervisor requests fewer hours and the District agrees to such reduction (“Noon Duty Supervisor Request”).

8.12.1 Site Request. All Site Requests must be accompanied by a written explanation of the need for the reduction. Following receipt of a Site Request, the District and CVCEO shall commence negotiations concerning the reduction without unreasonable delay.

8.12.2 Noon Duty Supervisor Request. Noon Duty Supervisor Requests shall be in writing and will be analyzed by the District. If the District believes, in its sole discretion, that the Noon Duty Supervisor Request should be granted, the District will notify the Noon Duty Supervisor of the same and set a date for implementation of that hour reduction. The District will not be required to negotiate with CVCEO regarding the hour reduction and the Noon Duty Supervisor will not be placed on the 39- or 63-month reemployment list for any and all hours forfeited as a result of the Noon Duty Supervisor Request. The District shall not require any Noon Duty Supervisor to submit a Noon Duty Request.

### 8.13 Student Attendants

8.13.1 Student Attendants who provide service during District-provided transportation shall receive their regular Student Attendant hourly rate during all District-provided transportation hours, including overtime, as applicable. Those Student Attendants shall not be paid at a lower salary range, such as the range associated with Bus Attendants, while providing service to students during District-provided transportation.

8.13.2 Student Attendant Transportation Hours. Student Attendant hours shall not include any time related to District-provided transportation. For the purposes of Section 8.13, “transportation-related services” is defined as accompanying students during their District-provided transportation.

8.13.3 Future Transportation-Related Assignments. In the event the District determines it is necessary to assign morning and/or afternoon transportation-related tasks to Student Attendants, the District shall offer those assignments to:

8.13.3.1 The most senior Student Attendant who: (1) performed transportation-related tasks for at least 30 minutes on 20 consecutive workdays within any of the past three school years, (2) is assigned to the student’s school site at the time the District-provided transportation arrives and departs from the school site, and (3) is not currently providing transportation-related services to

any other student. The Parties agree and acknowledge that this process may result in a Student Attendant who does not provide services to a particular student during the school day accompanying the student during his or her District-provided transportation. The Parties further agree and acknowledge that, in rare and unique circumstances specifically related to a student's unique needs, it may be necessary to, and the District may, deviate from the above-described selection process when assigning Student Attendants to accompany students during District-provided transportation.

8.13.3.2 In the event the most senior Student Attendant does not accept the assignment or does not meet the criteria described in Section 8.13.3.1, the assignment will be offered to the next most senior Student Attendant who meets the additional criteria described in Section 8.13.3.1. This process will repeat itself until the assignment is accepted by the Student Attendant who meets the additional criteria described in Section 8.13.3.1.

8.13.3.3 In the event no Student Attendant meets the criteria or accepts the assignment after completion of the steps described in Sections 8.13.3.1 and 8.13.3.2, the District may staff the assignment in accordance with the collective bargaining agreement and any applicable laws and regulations. The Parties specifically agree that this process is intended to grant rights only to those Student Attendants who are assigned to the student's school site at the time the District-provided transportation arrives and departs from the school site. Nothing in Section 8.13 shall be interpreted to provide any right to any Student Attendant who is not assigned to the student's school site at the time the District-provided transportation arrives and departs from that site.

8.13.3.4 The District may, in its sole discretion, offer an a.m. transportation assignment for a student to one Student Attendant and the p.m. transportation assignment for that same student to another Student Attendant in accordance with the assignment procedures described in Section 8.13.3.1.

8.13.4 Elimination of Assignment. In the event a Student Attendant is no longer required to accompany a student during his or her District-provided transportation, the District may eliminate that assignment and the Student Attendant's hours will immediately revert back to those he or she held prior to the transportation assignment. That Student Attendant shall immediately be eligible for another assignment through the process described in Section 3.13.3, but shall not be entitled to "bump" a less senior Student Attendant from an existing District-related transportation assignment. The Parties agree that they have fully negotiated regarding Student Attendants'

reversion back to the hours held prior to the transportation assignment and no further negotiations regarding that reduction in hours shall be required.

- 8.13.5 Future Transportation-Related Services. Typically, the District will identify the need for a Student Attendant to provide transportation-related services when a particular student's IEP team identifies the need for such service. However, unless a student's IEP states otherwise, the Student Attendant is expected to assist all students and staff assigned to that District-provided transportation.

## **ARTICLE 9. EVALUATION PROCEDURES**

- 9.1 Bargaining unit members shall be evaluated at least once every other school year. This shall not be deemed to limit the District from evaluating any bargaining unit member more than once every other school year as the District deems appropriate. The District may issue a Classified Interim Evaluation Report at any time the unit member's performance has shown deterioration or a marked improvement since the last evaluation or Classified Interim Evaluation Report.
- 9.1.1 Probationary employees must complete six (6) months or 130 days of paid service, whichever is longer, prior to becoming permanent.
- 9.1.2 Probationary employees may be released without cause.
- 9.1.3 Normally, probationary employees will receive evaluations at four (4) and six (6) months. However, a probationary employee may be released without any evaluation. For purposes of this section, four (4) months shall be calculated as 120 days, each day being defined in the same manner as defined in Section 9.1.1 above.
- 9.1.4 The District agrees to provide each newly hired employee with the date upon which they are expected to complete their probationary period at or around the time that person is hired. In the event the District neglects to provide a new employee with this date, the District's failure to do so shall not affect the employee's status as probationary or affect the date upon which that employee completes their probationary period.
- 9.2 At the beginning of the school year in which a bargaining unit member is to be regularly evaluated, that bargaining unit member will be given a copy of a blank "Classified Performance Evaluation Report" to familiarize them with the areas in which they will be evaluated. Failure to provide this document to the bargaining unit member shall not affect the District's ability to conduct the evaluation.

The District may implement a Classified Interim Evaluation Report (Appendix J) when it deems appropriate regardless of whether the employee has been evaluated or the rating on the most recent evaluation was an overall rating of "Does not meet District standards."

- 9.3 The evaluator of any classified employee whose work assignment is observed more closely by a certificated employee(s), a classified lead person(s), or other supervisor(s) may seek the appropriate input prior to completing the final evaluation. Evaluative conclusions are at the sole discretion of the District and not a subject of grievance. In those instances where an employee receives an overall rating of "Does not meet District standards," the employee may request that the District and CVCEO review the conclusions of the Evaluator. Should there be no agreement on modification of the conclusions; the sole remedy of the unit member will be found in 9.4.
- 9.4 The bargaining unit member must indicate on the "classified performance evaluation report" that they have read the evaluation, agrees with the evaluation, or disagrees with the evaluation and wishes to attach a signed written statement to be submitted to the evaluator within ten (10) days indicating the areas of agreement and the reasons for disagreement. No reprisals will be taken against any bargaining unit member for reasons of submitting such written statement.
- 9.5 No permanent bargaining unit member shall receive any rating of "Needs Improvement" and/or "Unsatisfactory" unless the employee was given prior notice of such performance and/or conduct and was provided a reasonable opportunity to show improvement. Prior notice constitutes conference summaries, electronic mail documents, and any other disciplinary documents presented to employee.

Permanent unit members receiving a performance evaluation report with an overall rating of "Does not meet District Standards" will have an accompanying assistance plan. The "Plan of Assistance" form (Appendix I) referenced on the Classified Performance Evaluation Report will be attached. The District may use a Plan of Assistance after issuing a Classified Interim Evaluation Report and concluding the employee failed to make the progress expected in that Report.

- 9.6 When a bargaining unit member is excessively or abusively absent, the District's operational efficiency will be negatively impacted. Attendance issues will be noted on the "Classified Performance Evaluation Report" by indicating the number of days the bargaining unit member was absent during the period of evaluation. Numbers alone will not be the only criteria for noting problems. Employees who evidence an unusual number of absences on Friday's, Monday's, days before or after holidays will be rated negatively on attendance.
- 9.7 Four or more categories rated as "E" (Exceeds District Standards) without any ratings of "N" (Needs Improvement) and/or "U" (Unsatisfactory) will automatically give an overall rating of "Exceeds District Standards."
- 9.8 The District and the Organization shall establish a joint "Evaluations Committee" which shall review and adjust the current evaluation procedures and forms, as needed.

## ARTICLE 10. SAFETY

- 10.1 Bargaining unit members shall not be required to work with hazardous conditions or equipment. After a potential safety hazard has been brought to the attention of the District, the District shall determine if the reported condition is in reality hazardous.
- 10.2 It is the duty of all bargaining unit members in the course of performing their assigned duties to be alert to and report unsafe and/or hazardous working conditions to their immediate supervisor.
- 10.3 The District will provide all unit members exposed to potentially hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Examples of job-appropriate training may include, but not be limited to:
  1. Procedures to prevent the spread of contagious diseases;
  2. Proper ergonomic set up and operation of work stations;
  3. Crisis Prevention Institute (CPI) or comparable training; and
  4. Correct lifting procedures.
- 10.4 The District Safety Committee shall continue to meet as needed to discuss safety-related concerns and proposed recommendations. CVCEO shall select the classified representatives on the Committee.
- 10.5 All affected unit members shall be notified by the District of the violent behavior of any student assigned, or being assigned to them, immediately upon assignment or knowledge of the behavior.
- 10.6 No unit member shall be required to lift a student without the assistance of another employee or a Hoyer lift or other similar device.
- 10.7 The District shall provide monetary reimbursement for safety shoes for employees that the District requires to wear safety shoes (maximum amount – one hundred fifty dollars [\$150] every two [2] years.) Risk Management may approve employee reimbursement more often than every two (2) years if the employee can demonstrate that their shoes are beyond safe use. Other employees who believe that shoes are necessary for safety reasons should appeal with the Risk Management Department.
- 10.8 Prescription safety glasses will be reimbursed up to two hundred twenty dollars [\$220] every two (2) years. Unit Members who require prescription glasses and whose position necessitate the use of safety glasses may submit the designated form to Risk Management for pre-approval.

## ARTICLE 11. TRANSFER AND PROMOTION

- 11.1 Permanent vacancies shall be posted for a minimum of eight (8) calendar days. Permanent vacancies do not include positions for which unit members returning from leave or from reemployment lists have rights. Vacancies filled by administrative or disciplinary transfers shall not be posted.
- 11.2 Qualified bargaining unit applicants within the posted classification shall be considered for voluntary transfers. Qualified shall be determined by scoring "Meets or Exceeds District Standards" in the overall rating category on the Classified Performance Evaluation Report.
  - 11.2.1 Postings for vacancies shall include pertinent information for the classification, including but not limited to testing requirements, and the standards for passing the test (may vary depending on projected number of candidates to be interviewed). The "Minimum Qualifications" for the classification shall be standard; however, "Preferred Qualifications" may be site specific provided that they are related to the classification.
- 11.3 Within five (5) business days following a denial of a voluntary transfer request, the bargaining unit member may submit a written request to be provided the reasons for the denial in writing. If requested, the reasons will be provided within ten (10) business days.
- 11.4 Promotional opportunities shall be posted pursuant to 11.1.
- 11.5 Unit members promoted shall be placed at a step which is at least as great as the District's discretionary placement of an applicant who is not currently an employee but who possesses substantially similar qualifications of experience, education, ability and training, provided that it shall not be less than a five percent (5%) increase.
- 11.6 Unit Members serving a probationary period in the District are not eligible for voluntary transfers within the same job classification.
- 11.7 The District may initiate administrative transfer at any time if such transfer is in the best interest of the unit member or the District.
- 11.8 Unit members administratively transferred shall be given notice as soon as administratively practical and be entitled to a personal conference with the Assistant Superintendent for Human Resources or designee, upon written request. Except for unit members with a one-to-one student assignment or where extraordinary circumstances exist, unit members shall be given no less than seven (7) calendar days advance written notice. The meeting with the Assistant Superintendent or designee will occur at a time that does not negatively affect the efficient operation of the District. Unit members are entitled to representation at this meeting.

- 11.9 CVCEO may request in the interests of the unit member or other unit members that a unit member be administratively transferred.
- 11.10 When the District determines it necessary, vacant positions will be filled. Positions filled by substitutes will not be maintained for an unreasonable period of time. A reasonable period of time will be sixty (60) calendar days. The sole remedy for a challenge to the reasonableness of filling the position will be consultation between CVCEO and the Superintendent or designee.
- 11.11 Only procedural violations of either this Article or the procedures set out in the current Transfer and Promotion Handbook for Classified Employees shall be grievable. The substantive judgment of the District in filling positions or determining vacancies is not grievable.
- 11.12 All available positions will be posted on the District website. A computer with internet access will be made available for unit members at each work site. The District shall prepare a weekly summary of all currently posted positions which shall be emailed to all unit members with a District email address.

## **ARTICLE 12. JOB DESCRIPTIONS**

- 12.1 The District and the Organization agree that the Organization shall have the right to consult over any unit member job descriptions which have been or are currently the subject of amendment or modification by the District. Such consultation shall be advisory only and shall not prevent the District from implementing any changes or amendments in job descriptions or from conducting the District's normal business and activities as a school district. Any new training requirements set forth in a job description shall provide eligibility in accordance with the provisions of Article 33.
  - 12.1.1 Job descriptions may include "other duties as assigned" or similar language.
  - 12.1.2 This language connotes any and all additional duties that are reasonably related to the job description.
- 12.2 For the purposes of review, job categories will be grouped in the following manner:

<b>Group A</b>	<b>Group B</b>	<b>Group C</b>
Accounting/Payroll	Instructional Services	Facilities/Maintenance/
Clerical/Secretarial	Information Systems/Publications/	Operations
Library/Media Services	Purchasing/Warehouse	Transportation
Child Nutrition Services		Noon Duty Supervisors

- 12.3 Job descriptions shall be reviewed on a three year cycle as follows:

<b>Group A</b>	<b>Group B</b>	<b>Group C</b>
2023-2024	2024-2025	2025-2026

With the review process recycled in subsequent years.

12.4 Notwithstanding the foregoing, the District and the Organization shall have no duty to consult over any unit member job descriptions when no unit members serve in that classification during the past five or more years. If a position in which no unit members have previously served for five or more years is subsequently filled, the District and the Organization shall review that job description in the year in which the position is filled, notwithstanding the reallocation group of that classification. Thereafter, the classification's job description shall be reviewed as provided for in Section 12.3.

## ARTICLE 13. VACATIONS

13.1 Regular Vacation: Twelve-month bargaining unit members who work thirty-five (35) hours or more per week and have completed six (6) months of continuous employment shall earn 1.083 days vacation for each calendar month worked (13 days' vacation for each 12-month year of service.) This entitlement shall be prorated for employees working less than thirty-five (35) hours per week. A day's vacation shall be based on the unit member's average daily salary for each calendar month worked.

Unit members who work less than twelve (12) months—232 days—or less than thirty-five (35) hours per week, shall have their regular vacation time paid out in equal increments during the months they receive a paycheck. Employees who work 232 or more days shall not have their vacation time paid out, but shall be required to use their vacation time.

The following chart includes typical workday categories for employees. The workdays listed below include all days the employee must report for work unless he or she accesses sick leave, or some other form of approved leave, and does not include holidays and vacation.

WORK DAYS	1-5 YEARS	6-10 YEARS	11-17 YEARS	18+ YEARS
180-185	10 DAYS	12.5 DAYS	15 DAYS	17 DAYS
186-199	10.5 DAYS	13 DAYS	15.5 DAYS	17.5 DAYS
200-231	11 DAYS	14 DAYS	16.5 DAYS	18.5 DAYS
232+	13 DAYS	16 DAYS	19 DAYS	21 DAYS

For those working fewer than 180 days per year, their vacation entitlement shall be determined by multiplying their days per year by the applicable value:

- 1 - 5 yrs - .0556
- 6 - 10 yrs - .0694
- 11 - 17 yrs - .0833
- 18 + yrs - .0944

13.2 Longevity vacation (6 + years), unlike regular vacation, will not be paid out on a monthly basis to unit members who work less than twelve (12) months – 232 days – or less than thirty-five (35) hours per week, but will be paid and/or granted in accordance with Article 13.4 below.

13.3 No vacation will be scheduled for new 12-month employees until completion of six (6) months of continuous regular service. However, if it would be in the best interest of

the District to do so, the Superintendent shall have the authority to grant earned vacation prior to the completion of six (6) months of regular service.

13.4 Bargaining unit members who are scheduled to work less than twelve (12) months 232 days a year will have their vacation during nonwork times indicated on the school calendar established by the District. If earned and accrued vacation time exceeds the number of days which could be taken during nonwork times indicated on the school calendar, a bargaining unit member shall be paid in lieu of taking vacation time unless the unit member requests either of the following and the District determines such request is in the best interests and efficient operation of the District as determined by the District:

13.4.1 To use the vacation time during scheduled work days.

13.4.2 To carry over up to one-half (1/2) the vacation days earned in the current school year to the next school year.

13.5 New employees who do not complete their first six (6) months of employment shall not be entitled to vacation benefits.

13.6 Bargaining unit members who are scheduled to work twelve (12) months, 232 days (or 209, 10-hour days) a year may request to schedule his or her vacation at any time during the school year in the year in which it is earned. It is the mutual intent of both parties that all above-noted unit members will take their annual vacation entitlement each year. Those unit members shall submit a projected annual vacation plan within four weeks of the beginning of the work year. Vacation requests should be submitted as soon as possible, but notice to the immediate supervisor must precede the effective date(s) of vacation by at least two (2) weeks, unless the employee and the immediate supervisor mutually agree otherwise. Each request will be given individual consideration and will be granted by the supervisor except in cases where in the judgment of the supervisor:

13.6.1 The work requirements and efficient operation of the District require the vacation to be scheduled at some other time than that which has been requested.

13.6.2 When two or more bargaining unit members request to schedule vacations concurrently and the work requirements and efficient operation of the District limit the number of bargaining unit members on vacation to less than the total of the requests, approval shall be based upon both of the following:

13.6.2.1 The total number of bargaining unit members who may be on vacation relative to the work requirements and efficient operation of the District and the availability of qualified substitutes to meet the District's needs during the employee's vacation.

13.6.2.2 Approval of requests, up to the limit specified in 13.6.2.1 above, on the basis of greatest seniority. Seniority shall be defined in

this provision as the length of continuous service in the skill/job area of the department or job site in which the bargaining unit member is working.

- 13.7 Bargaining unit members who are scheduled to work twelve (12) months, 232 days (209, 10-hour days) a year may only carry over for use in the following school year up to one-half (1/2) the vacation days earned in the current school year. Unit members who approach the carry over limit described above may be directed by their immediate supervisor to take sufficient vacation time, at a time mutually agreed upon by the supervisor and unit member.
- 13.8 Each unit member shall be provided an opportunity to review his or her accrued regular and/or longevity vacation following reasonable advance notice to the District and during the District's regular business hours. In addition, should any unit member believe the District's calculation regarding his or her accrued regular vacation and/or longevity vacation is inaccurate, that unit member may request the District review his or her attendance and other relevant records to determine whether the District's calculation is accurate. The District will review that unit member's attendance and other relevant records and report back to that employee within a reasonable amount of time regarding the results of that review. If that review reveals an inaccuracy or inaccuracies concerning the unit member's regular and/or longevity vacation, the District will correct that inaccuracy and provide notice of that correction to the unit member in the above mentioned report.

## **ARTICLE 14. BEREAVEMENT LEAVE**

- 14.1 In the event of the death of any member of their immediate family (parent, step-parent, grandparent, step-grandparent, sibling, step-sibling, sibling-in-law, child, step-child, child-in-law of the employee, of the co-parent of the employee's child, of the spouse or domestic partner (registered or unregistered) of the employee, or of any relative living in the immediate household of the employee) an employee shall be granted leave of absence with pay, not to exceed three (3) days, or five (5) days if in excess of two hundred (200) miles of one-way travel is required. A bargaining unit employee is entitled to ten (10) days of bereavement leave on account of the death of their child, step-child, spouse or domestic partner. An extension of these time limits or an inclusion of other members of the immediate family may be granted at the discretion of the Superintendent or designee. The administration shall be notified prior to each leave unless extenuating circumstances prevent such timely notification, in which case the responsibility for notification shall remain with the employee.
- 14.2 The District agrees to include adoptive parents- and foster parents to the same extent as "parents" are currently set forth in Article 14.1 (e.g., parent, step-parent, grandparent, step-grandparent).
- 14.3 In cases involving a long-established personal relationship between the employee and an individual not set forth in Article 14.1, bereavement leave may be granted at the discretion of the District.

## **ARTICLE 15. CHILDBEARING LEAVE**

- 15.1 Bargaining unit members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom the same terms and conditions governing absences from other illness or medical disability. The length of the disability including the date on which the leave shall commence and the date on which the bargaining unit member shall resume duties, shall be determined by the bargaining unit member and the bargaining unit member's physician with certification of such to be sent by the physician to the District upon request.

## **ARTICLE 16. CHILDREARING LEAVE**

- 16.1 Leave without pay shall be granted to any bargaining unit member according to the following provisions:

16.1.1 A bargaining unit member in paid status shall arrange an appointment with the Assistant Superintendent of Human Resources or their designee, to review leave procedures and the related benefits available to bargaining unit members. This meeting must be held at least thirty (30) days prior to the beginning date of leave. In the event of emergency or unforeseen circumstances, the Superintendent may waive the time limit.

16.1.2 The bargaining unit member is required to submit a written statement to the office of the Assistant Superintendent, Human Resources Office, at least thirty (30) days prior to the commencement of the leave. In the event of emergency or unforeseen circumstances, the Superintendent may waive the time limit. This statement shall include the following information:

- 16.1.2.1 The date the leave is to begin
- 16.1.2.2 Duration of the leave, and
- 16.1.2.3 Tentative date of delivery, foster placement, or adoption

16.1.3 Childrearing leave shall be granted upon written request to the Superintendent or designee for the current school year and one (1) additional year.

16.1.4 A bargaining unit member adopting a child or beginning a foster placement may commence a leave at any time during the first year after receiving de facto custody of said child or prior to receiving such custody if necessary in order to fulfill the requirements for adoption or foster placement.

16.1.5 Return to duty from a childrearing leave will be dependent upon the following:

- 16.1.5.1 A bargaining unit member whose leave expires at the end of the school year must submit a written notice to the office of the Assistant Superintendent, Human Resources Office, by March 31 to return to work. The Human Resources Office will notify the employee of this deadline date at least two (2) weeks prior.

Failure to timely notify the District shall be considered a resignation of the bargaining unit member.

16.1.5.2 If a bargaining unit member desires to return to work at an earlier date, other than the beginning of the school year, the bargaining unit member must notify the Assistant Superintendent, Human Resources Office, at least thirty (30) days prior to the desired date of return. If no opening is available at the time of desired return, then the first appropriate opening following this date of desired return will be used.

16.1.5.3 The bargaining unit member shall be assigned to the same position or location, which they held at the time, the leave commenced, provided the return date is specified at the time of application for leave and such date does not exceed sixty (60) days from the date the leave commenced. If that position is no longer in existence, or if the employee returns after sixty (60) days, they will be entitled to an equivalent position and location.

16.1.5.4 Before returning to work, the bargaining unit member's physician must verify that the bargaining unit member is able to resume the normal duties of responsibility. This applies only to bargaining unit members who have given birth.

16.1.6 An employee on leave shall have the option to remain an active participant in the fringe benefit program offered by the District in the area of the District medical insurance program for the period of one year.

16.1.7 An employee on childrearing leave shall not be denied the opportunity to substitute in the District by reason of the fact that they are on such leave.

16.1.8 For probationary bargaining unit members, childrearing leave shall be an interruption of this probationary period and not in lieu of service in meeting the requirements for serving this probationary period.

## 16.2 Paid Child Bonding Leave

16.2.1 Pursuant to Education Code Section 45196.1, unit members who have been employed for twelve (12) months or more may use accrued sick leave for purposes of child bonding leave for a period of up to twelve (12) workweeks. If a unit member has used all available sick leave, they shall be paid 50% of their regular salary for the remaining portion of the 12-workweek period of child bonding leave. Such leave shall be taken in increments of no less than two weeks, except that the District shall grant leave in increments of less than two weeks on up to two occasions.

- 16.2.2 Child bonding leave is defined as leave within the first 12 months following the birth of the unit members' child or the placement of a child with the unit member in connection with the adoption or foster care of the child by the unit member.
- 16.2.3 Benefitted unit members shall maintain their benefits during any such child bonding leave.
- 16.2.4 A unit member shall not receive more than one 12-workweek period for parental leave during any 12-month period. Parental leave provided pursuant to this Article shall run concurrently with leave under the California Family Rights Act. Unit members shall not be required to provide 1,250 hours of service with the District during the previous 12-month period in order to access parental leave pursuant to this Article. In the event both parents work for the District, both parents shall only be entitled to a total of 12 workweeks of parental leave pursuant to this Article.

## **ARTICLE 17. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- 17.1 Bargaining unit members are eligible for industrial accident and illness leave. The bargaining unit member absent from duty, for whom worker's compensation payments are being made, who has met the continuous service requirement, shall be granted leave according to the following provisions:
- 17.1.1 Allowable leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same accident.
- 17.1.2 Allowable leave shall not accumulate from year to year. Leave shall be granted for absence due to injuries and accompanying illness suffered on school premises or in the line of duty covered by worker's compensation subject to certification by a duly qualified physician as to the duration of the disability. No deduction shall be made from the sick leave allowance.
- 17.1.3 Industrial accident or illness leave will commence on the first day of absence. Payment for wages shall not exceed the bargaining unit member's normal salary when added to the award granted the bargaining unit member under worker's compensation laws of this State.
- 17.1.4 When an industrial accident or illness leave overlaps into the next fiscal year, the bargaining unit member shall be entitled to the amount of unused leave due them for the same illness or injury.
- 17.1.5 The industrial accident or illness leave will be used prior to sick leave.
- 17.1.6 Such paid leaves of absence shall not void or reduce the bargaining unit member's eligibility for other bargaining unit member benefits provided by law or by the policies of the District.

17.1.7 During all paid leaves of absence, the bargaining unit member shall endorse to the District salary loss benefit checks received under worker's compensation laws of this State.

## **ARTICLE 18. JUDICIAL LEAVE**

- 18.1 On proof of necessity of jury service or to appear as a subpoenaed nonparty witness in court, other than as a litigant, a bargaining unit member shall be granted a leave of absence with pay in the manner provided for by law. A bargaining unit member shall be granted a leave of absence to respond to an official order from another governmental jurisdiction arising out of or related to their employment with the District and for reasons not brought about through the connivance or misconduct of the bargaining unit member. Such leave shall be granted with pay up to the amount of difference between the bargaining unit member's regular earnings and any amount they receive for jury or other reimbursement. The District retains the discretion to authorize an employee, other than a litigant, responding to an official order from another governmental jurisdiction that does not arise out of or relate to their employment with the District to access accrued vacation leave to respond to that order.
- 18.2 With the exception of 12-month (261 day) contracted employees, unit members who normally require substitute coverage when absent or on leave who are summoned to serve jury duty during the student academic calendar may choose to defer jury duty to non-contract days. These employees who receive court permission to defer jury duty to non-contract days shall be paid a stipend for each day served equal the state minimum wage per hour that they are contracted by the District on average work days, up to a maximum of six and one-quarter (6.25) hours. Average work days, for purposes of this paragraph, shall be calculated by adding the employee's total hours per week and dividing that number by five. An employee whose original summons was for jury duty during non-contract days shall not be eligible for this provision. In order to receive this stipend, the employee must present original jury service summons and juror time sheet for each day served.

## **ARTICLE 19. LEAVE FOR DISTRICT BUSINESS**

- 19.1 Leave shall be granted with pay when a bargaining unit member is requested by the District to attend a District-approved meeting, and such attendance occurs during the bargaining unit member's normal work schedule. Payment shall not exceed the bargaining unit member's regular earnings.
- 19.2 Any bargaining unit member may apply to attend any District-approved class or training session providing such class or training is designed to provide specific job-related information, it is sponsored by the District and attendance would be in the best interest and efficient operation of the District. Approved attendance shall be at the sole discretion of the Superintendent or designee. Leave to attend and payment of wages shall be in accordance with provision 19.1 above.

## **ARTICLE 20. LEAVE FOR PUBLIC OFFICIAL**

- 20.1 Bargaining unit members serving as public elected officials may, at the discretion of the Superintendent and approval of the Board of Education, be authorized five (5) days of leave without loss of pay each year to attend meetings related to that agency.
- 20.2 Prior to approval of such leave, it shall be the responsibility of the applicant to provide the District with sufficient assurance that the meeting attendance is authorized by the government agency.
- 20.3 If there is need for leave beyond the five (5) day period, each request will be considered on an individual basis predicated upon the importance of the activity, which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.
- 20.4 An employee who is selected or appointed to public office may, upon written request from the employee and at the discretion of the Superintendent, be granted a leave of absence without pay for the term or terms of office. At the conclusion of such leave, the employee shall be entitled to return to a position similar to that held at the time leave was granted.

## **ARTICLE 21. LEAVE WITHOUT PAY**

- 21.1 A leave of absence without pay may be granted at the discretion of the District to a non-probationary bargaining unit member according to the following provisions:
  - 21.1.1 Written requests for leave shall be submitted on the appropriate District form to the Superintendent or designee at least thirty (30) days prior to the commencement of a leave during the school year, and by March 31 of the current school year for leaves to commence the following school year. In cases of emergency or unforeseen circumstances, the Superintendent may waive the time limits.
  - 21.1.2 Approved leaves shall not exceed one (1) year except for a two (2) year leave which may be granted to a non-probationary bargaining unit member who is accepted for service in the Peace Corps. Under special circumstances, a bargaining unit member may apply in the manner prescribed in paragraph 21.1.1 and be granted, at the discretion of the Superintendent or designee, a one (1) year renewal.
  - 21.1.3 It shall be the responsibility of the bargaining unit member to notify the District of their intention to return or to request an extension of leave by March 31 of the year of the leave of absence. The Human Resources Office will notify the bargaining unit member, using certificated receipt requested U.S. Mail, by March 15, of the necessity to respond in accordance with March 31 requirement.

For leaves of less than one (1) year duration which are scheduled to end during the school year, notification of intention to return or to request extension must be made at least two (2) weeks prior to the expiration of leave, provided that the Human Resources Office notifies the bargaining unit member, using certificated receipt requested U.S. Mail, no later than four (4) weeks prior to the expiration of the leave, of the necessity to respond at least two (2) weeks prior to the expiration of the leave.

For leaves of one (1) year duration or greater which are scheduled to end during the school year, notification of intention to return or to request extension must be made at least eight (8) weeks prior to the expiration of leave, provided that the Human Resources Office notifies the bargaining unit member, using certificated receipt requested U.S. Mail, no later than ten (10) weeks prior to the expiration of the leave, of the necessity to respond at least eight (8) weeks prior to the expiration of the leave.

21.1.4 In the event that a bargaining unit member fails to notify the District as required in paragraph 21.1.3, the District may terminate, at its discretion, said bargaining unit member.

21.2 A leave of absence without pay, not to exceed 12 work weeks during any 12-month period, shall be granted to permanent bargaining unit members for the birth or adoption of the employee's child or to care for a newborn; the placement of a foster child with the employee; leave to care for a seriously ill child, spouse, or registered domestic partner, parent, grandparent, grandchild, sibling, or parent-in-law or any relative living in the immediate household; and/or leave for the employee's own serious health condition. For purposes of this paragraph, the entitlement to leave for the birth, care for a newborn, or placement of a child for adoption or foster care expires 12 months after the birth or placement. The 12-month period is measured backward from the date of leave use. Leave under this paragraph shall be taken in a minimum increment of one day and a maximum increment of 12 weeks. Employees accessing the leave described in this paragraph shall not be entitled to health benefits unless they qualify for those benefits under Article 21.2.1.

21.2.1 In each month ("Second Month") the employee's health benefits are funded in the prior month ("First Month"). As a result, employees who access leave in the First Month pursuant to Article 21.2 will receive the health benefit in the Second Month so long as they take 20 or fewer working days off pursuant to Article 21.2 and they work at least one day in the Second Month. Employees who take 20 or fewer working days off pursuant to Article 21.2 between two consecutive months will receive the health benefit in both months so long as they work at least one day in each month. Employees with monthly out-of-pocket expenses for health benefit coverage will be required to fully fund those expenses when they are due.

21.2.2 Medical Certification/Recertification:

Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for leave under Article 21.2. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Office.

## **ARTICLE 22. MILITARY LEAVE**

- 22.1 By request, a bargaining unit member who enlists, is inducted or recalled to active duty shall be granted a leave of absence for the period of such enlistment or required service.
- 22.2 A bargaining unit member who enters the military service has the right to return to and reenter a position similar to the one held by the unit member at the time of entrance into the service within three (3) months after the termination of their active service, but not later than six (6) months after the end of the war or national emergency for which the unit member entered the service, if the term of employment for which they were appointed has not ended during the unit member's absence. Probationary service shall be considered an unlimited term of service. Bargaining unit members who enter the service while on probationary status will assume the same probationary status upon return to the District.
- 22.3 Such right to return to his or her position shall not extend to or be granted to any bargaining unit member who shall fail to return and reenter their position within twelve (12) months after the first date upon which they could terminate active service.
- 22.4 The District shall provide up to 30 calendar days of pay and benefits for all military staff called to active military duty or as otherwise set out in existing law.
- 22.5 Ten (10) days unpaid leave for a spouse of a service member returning from duty shall be granted. If available and at the employee's discretion, they may use ten (10) personal necessity days.
- 22.6 In addition to any other leave of absence for illness or injury with pay, a classified employee hired on or after January 1, 2017, who is a military veteran with a military service-connected disability rated 30 percent or more by the United States Department of Veteran Affairs shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment for their military service-connected disability. Credit for leave of absence for illness or injury granted under this section shall be credited to a qualifying classified employee on the first day of employment and shall remain available for use for the following 12 months of employment. Leave of absence for illness or injury credited pursuant to this Section that is not used during the 12-month period shall not be carried over and shall be forfeited. This leave shall be pro-rated for employees working fewer than 12-months or fewer than eight (8) hours per day. The District may require proof that a leave of absence for illness or injury granted under this subdivision is used for treatment of a service-connected disability.

## **ARTICLE 23. PERSONAL NECESSITY LEAVE**

### 23.1 Personal Necessity Leave.

23.1.1 Personal necessity leave may be used for reasons including the following:

- 23.1.1.1 Death of a member of the bargaining unit member's immediate family as described in the bereavement provision, when additional leave is required beyond that provided in the bereavement provision.
- 23.1.1.2 Accident, involving the bargaining unit member's person or property, or the person or property of a member of his or her immediate family as defined in Article 14, section 14.1, Bereavement Leave.
- 23.1.1.3 Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction.
- 23.1.1.4 Unforeseen emergencies that are unavoidable during working hours.
- 23.1.1.5 Matters of compelling personal importance, which cannot be taken care of outside of working hours.

23.1.2 Approved personal necessity leave shall be with pay.

23.1.3 Leave without pay may be granted at the discretion of the District.

23.1.4 In addition to sick leave, each bargaining unit member shall have three (3) days of personal necessity leave annually, which can be accumulated if unused, to a maximum total of ten (10) days. After ten (10) days have been accumulated, no more personal necessity leave will be credited until used. Part-time bargaining unit members (less than 182 work days) shall be entitled to a prorated amount of such leave.

23.1.5 If available, seven (7) days of sick leave may be converted annually for personal necessity leave. No more than 10 personal necessity leave days may be taken in any fiscal year.

## **ARTICLE 24. SICK LEAVE**

24.1 A bargaining unit member shall earn sick leave in accordance with Appendix K. Each unit member's daily entitlement to sick leave shall be based on his or her average daily hours. Average daily hours, for purposes of accrual under this paragraph, shall be calculated by adding the member's total hours per week and dividing that number

- by five. Employees absent from duty because of illness or injury shall be charged the hours actually absent from duty. The unused portion of annual sick leave shall accumulate from year to year. A part-time bargaining unit member shall be entitled to a prorated amount of such sick leave.
- 24.2 If sick leave extends beyond the days allowed for the current fiscal year, full pay will be continued for the total number of days of sick leave accumulated from previous years. Following this, a bargaining unit member shall be paid fifty percent (50%) of their regular salary during the period of such absence for 112 days. The sick leave and 112 day period, shall run consecutively. Bargaining unit members shall only receive one period of partial payment pursuant to this Article 24.2 for each illness or accident.
- 24.3 If a bargaining unit member's entire sick leave has been depleted, the bargaining unit member may request his or her accumulated vacation days.
- 24.4 A bargaining unit member of the Chula Vista Elementary School District having another position outside the District will not be paid for sick leave if he or she does not report to work for the District and does work on his or her other job.
- 24.5 Employees who evidence an unusual number of absences due to illness patterns, such as on Fridays, Mondays, days before or after holidays, or who are absent due to illness more than five (5) consecutive workdays may be required, at the District's request, to present a doctor's certificate.
- 24.6 The District and the Organization agree and believe that good nutrition, physical fitness and lifestyles, which foster good health, can be beneficial to unit members. To encourage unit members to participate in personal programs which can result in better health, any unit member who is employed on a full-time basis for a full year, and who maintains perfect attendance without the use of any sick leave, shall be eligible to receive a one-time, nonrepetitive increment of \$300.00, or \$150.00 if only one leave day is utilized from the above leave category. Payment shall be made to eligible employees following the last day in each school year in which eligibility is established. No increment shall be paid if two or more leave days are used in any period of eligibility. Unit members who are employed for a full year, but who work less than a full-time, eight hours per day basis, shall be eligible to receive only that amount of nonrepetitive increment which bears the same ratio to the established full-time amounts stated herein, as the annual number of hours bears to the total number of work hours possible for the work year for a full-time unit member. This provision (24.6) shall be extended to the end of this contract.
- 24.7 The District shall provide employees with written notice that sets forth the amount of paid sick leave available on either the employee's itemized wage statement or in a separate writing available on the designated pay date with the employee's payment of wages. The District may satisfy this obligation by making this information available online.

## ARTICLE 25. HEALTH REHABILITATION LEAVE

- 25.1 When all paid leaves of absence have been exhausted by a bargaining unit member, the member may be placed, at their written request, on a health leave of absence without pay. Such leave is granted for up to one (1) year only, but may be extended for a maximum of one (1) additional year. If the bargaining unit member has not sufficiently recovered by the end of the leave period, they shall retire (if eligible), resign or accept dismissal for reason of health. Application for reemployment will be granted when accompanied by evidence of full recovery or ability to meet current employment standards. If an applicant who was classified as a permanent bargaining unit member is rehired within a thirty-nine (39) month period after their last day of paid service, the District shall restore all rights, benefits and responsibilities of a permanent bargaining unit member as provided by law.

## ARTICLE 26. SABBATICAL LEAVE

Sabbatical leaves may be granted by the Chula Vista Elementary School District to bargaining unit members who qualify under the following regulations:

- 26.1 **Purpose of Sabbatical Leave.** A sabbatical leave may be granted, at the discretion of the Superintendent and approval of the Board of Education, for the purpose of providing opportunity for completing requirements for a professional degree related to the improvement and the enrichment of the District and its goals to educate children.
- 26.2 **Establishment of Eligibility**
- 26.2.1 A bargaining unit member who has completed seven (7) consecutive years of satisfactory service with the Chula Vista Elementary School District shall be eligible for a sabbatical leave for a qualified program of study, research, or travel, conditioned upon the following:
- 26.2.1.1 The applicant must have received their AA or AS Degree or equivalent university credits.
  - 26.2.1.2 Formal study is to be in an accredited college or university.
- 26.2.2 A bargaining unit member in their seventh (7th) year of service who applies for such leave may be granted, at the discretion of the Superintendent and upon approval of the Board of Education, a sabbatical leave subject to the satisfactory completion of the year's service. The following regulations will apply:
- 26.2.2.1 Periods of leave granted by the District shall not constitute a break in the continuity of service required for the sabbatical nor shall they be counted in the seven (7) years of service.

26.2.2.2 The bargaining unit member must return to the District and serve for two (2) school years following the sabbatical leave.

26.2.2.3 No bargaining unit member shall be eligible for more than one (1) sabbatical leave in any seven (7) year period.

### 26.3 **Qualifying Program for Sabbatical Leave.**

26.3.1 Formal study in an accredited college or university for the purpose of completing the requirements for a professional degree.

26.3.2 Independent study is a program of study, research, or special projects relating to the present or prospective service to the District and the employee, which promises to be of professional value to them and the District.

26.3.3 Travel for observation or study is planned travel which must show definitive purpose and value for the participant and the District.

26.4 **Length of Leave.** The sabbatical leave may be granted, at the discretion of the Superintendent, for a full school year or for one-half (1/2) of the school year, as requested by the applicant. A half-year sabbatical leave may be taken during either the first or second half of the school year. Additional leave (extension), if requested by the bargaining unit member, may be granted without pay at the discretion of the District.

26.5 **Limit.** The number of bargaining unit members on sabbatical leave at any one time shall not exceed five (5) bargaining unit members in any year.

26.6 **Period of Service.** The sabbatical leave shall count as an equivalent period of service in the District except when calculating the time for another sabbatical leave. The bargaining unit member's placement on the salary schedule shall count the sabbatical leave period as service, the sick leave benefits of the District shall accrue, although sick leave payments shall not be made and all other District benefits shall be provided as though the bargaining unit member were on active duty.

26.7 **Retirement.** The contributions to the Public Employees Retirement System shall be made by the bargaining unit member and the District as though the bargaining unit member were on active duty, except that these payments will be made on the actual compensation made to the bargaining unit member.

### 26.8 **Interruption or Termination of the Sabbatical Leave**

26.8.1 If the bargaining unit member should be incapacitated because of illness or accident and required to postpone or cancel their leave, this shall not prejudice the bargaining unit member from returning to the District or from completing the leave requirements under a special extension.

26.8.2 Upon request to the District by registered mail, accompanied by a doctor's verification, the sabbatical leave may be postponed or terminated, effective the date of incapacitation. At such time, the bargaining unit member shall be eligible for sick leave benefits under this Agreement. When the bargaining unit member is able to continue the provisions of the sabbatical leave, the leave may be continued.

26.8.3 In the event that a recipient of a sabbatical leave is forced to cancel the leave, they shall be reinstated in the District in a position similar to that from which they began the leave, if such vacancy exists. If no such vacancy exists, they shall be granted priority as a substitute until a vacancy occurs.

26.9 **Liability.** Both the Governing Board of the District and the District shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of any bargaining unit member of the District, when the death or injury occurs while the bargaining unit member is on sabbatical leave.

#### 26.10 **Compensation for the Sabbatical Leave**

26.10.1 **Basic Payment.** The District shall pay to the bargaining unit member fifty percent (50%) of the salary to which they would be entitled if they were actually on duty in the District. Approval of any employment during the sabbatical leave period must be secured from the Superintendent prior to the acceptance of the employment.

26.10.2 **Method of Payment.** The sabbatical leave salary shall be paid in the same manner as though the bargaining unit member were on actual duty in the District.

#### 26.10.3 **Surety Bond**

26.10.3.1 Applicants must furnish a suitable bond indemnifying the school district for any salary paid the bargaining unit member during the period of sabbatical leave in the event the bargaining unit member fails to return to render two (2) full years of service to the District following the termination of the sabbatical leave; or, in the event the bargaining unit member fails satisfactorily to carry out the program of study.

26.10.3.2 Should the death, disability or illness of the bargaining unit member prevent the fulfillment of this obligation, no penalty shall be exacted of them, their heirs or the surety.

#### 26.11 **Application Procedures**

- 26.11.1 Application for sabbatical leave for the following school year shall be made in writing on the regular form and sent to the Superintendent by January 15.
- 26.11.2 Application for sabbatical leave for the second semester of the school year shall be sent to the Superintendent by September 15.
- 26.11.3 The following points will be used in determining the priority for the granting of sabbatical leaves when more applications than the limit as indicated in 26.5 above are submitted:
  - 26.11.3.1 The priority of application
  - 26.11.3.2 Relative merits of reasons for desiring leave
  - 26.11.3.3 Whether leave has been taken previously
  - 26.11.3.4 Seniority of years of service in the District; and
  - 26.11.3.5 Reasonable distribution of applicants by location

## 26.12 Reporting Procedures

- 26.12.1 A brief written report should be made to the Superintendent by February during the year of sabbatical leave, or by mid-term (November or April) during a one-semester leave. Such report should show that the program is being followed in an acceptable manner. If changes need to be made in the program, these should be reported at once.
  - 26.12.2 Within sixty (60) days after return to active duty following a sabbatical leave, a written report shall be filed with the Superintendent. Such a report should contain detailed data about the educational activities undertaken, an appraisal of the professional value of the experience gained while on leave, the manner in which such experience or knowledge may be used for the benefit of the students or District, and other data necessary for a satisfactory report. A transcript of college units earned must be filed.
- 26.13 **Return to Duty.** At the expiration of the sabbatical leave, the bargaining unit member who has been granted such leave shall be reinstated, unless they agree otherwise, in a position equivalent to that held by the unit member at the time leave was granted. It shall be understood that no bargaining unit member will be guaranteed a return to their previous location or shift.
- 26.14 **Additional Procedure.** The Superintendent is authorized to establish such further details of procedure as in their opinion may be necessary, provided that such details shall be consistent with the provisions of the Education Code.

## **ARTICLE 27. REPLACEMENT OR REPAIR OF BARGAINING UNIT MEMBER'S PERSONAL PROPERTY**

- 27.1 The Board of Education will reimburse the cost of replacing or repairing property of a bargaining unit member such as eyeglasses, hearing aids, dentures, watches or articles of clothing necessarily worn or carried by the bargaining unit member, or vehicles, when such items are damaged in the line of duty or lost by robbery or theft while the bargaining unit member is in the line of duty.
- 27.1.1 The District will reimburse a bargaining unit member for the loss, destruction or damage without the fault of the bargaining unit member of personal property used in the line of duty subject to section 27.2.3 below.
- 27.1.2 If the items are damaged beyond repair, or stolen, the actual value of such items will be reimbursed. The value of such items shall be determined as of the time of the damage thereto or the robbery or theft and shall include normal allowance for depreciation.
- 27.1.3 The District will reimburse a unit member for up to One Thousand Dollars (\$1,000) for the unit member's deductible expense in the event the unit member's insured vehicle and/or optional equipment attached thereto, such as a radio is damaged or stolen subject to Section 27.2 below.
- 27.2 Reimbursements shall be based on the following:
- 27.2.1 No reimbursement shall be made for any loss having a value of less than \$10.00 at the time of damage or theft nor shall any reimbursement be made for repairs of less than \$10.00. The maximum reimbursement for any one loss shall not exceed \$500 except in the case of vehicles where maximum reimbursement shall not exceed \$1,000.
- 27.2.2 A written request for reimbursement for damage to property shall be filed by the bargaining unit member with the Business Office, on forms provided by the District, within forty-five (45) days of the date of loss and shall be signed by the bargaining unit member's immediate supervisor, principal or department head. The Business Office shall conduct such investigation as may be necessary. The decision to reimburse and the amount of any reimbursement shall be the sole judgment of the District.
- 27.2.3 Reimbursement for loss, destruction or damage by arson, burglary or vandalism of personal property used at District location that is not required to perform the unit member's essential job functions is provided only when approval for the use of the personal property at District location was given BEFORE the property was brought to such location, when the value of the property was agreed upon by the person bringing in the property and the administrator. All personal property that is not required to perform the unit member's essential job functions shall be listed on forms provided by the District. Immediate supervisors are encouraged to make every effort to release

bargaining unit members in order to reconstruct member-made materials without causing additional cost to the District and without disrupting efficient operation of the District. Personal vehicles shall not be subject to the requirements described in this Section 27.2.3.

27.2.4 Reimbursement for vehicle damage shall be limited to payment for damages while a vehicle is being used on authorized school business, at the site of authorized activities through no fault of the member, or from damages resulting from the malicious acts of others while a vehicle is parked or driven on or adjacent to school or other District premises. Nothing in this Article is intended to provide reimbursement for damages occurring during the member's commute to and from the work site while not driving on District business.

27.2.5 Where the claim involves a vehicle, or theft of property, a report shall be made to the police and a copy of the police report shall be provided. In the event of damage to a vehicle, two (2) estimates of repair cost shall be provided.

27.3 Nothing in this Article is intended to waive or limit any rights that employees may have under the law to reimbursement or indemnification.

## **ARTICLE 28. PAYROLL DEDUCTIONS**

28.1 The District shall deduct dues as outlined in Article 4 and to the extent provided by law and regulations of the District and the County Education Department.

28.2 The District shall not be obligated to make effective any new, changed, or discontinued deduction until it has had a reasonable amount of time to process the matter and submit it to the County Education Department for implementation.

28.3 Upon appropriate written authorization from a bargaining unit member, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or such plans or programs that have been approved by the Board of Education.

28.4 The Organization agrees to furnish any information needed by the District to fulfill the provisions of this section.

## **ARTICLE 29. PHYSICAL EXAMINATIONS**

29.1 The District agrees to maintain the current physical examination Board of Education Policy No. 4212.4 for the duration of this Agreement except in the event of exigency or emergency. Board Policy No. 4212.4 currently reads "When classified employees are required by law to submit to a physical examination for continuance in employment, the District shall either provide the required examination, cause it to be provided, or provide the employee with reasonable reimbursement for the required examination."

## **ARTICLE 30. UNIFORMS**

- 30.1 The District agrees to provide protective wearing apparel for the classification of automotive mechanic and automotive mechanic helper. Normal maintenance and cleaning costs of the uniform shall be paid by the District.
- 30.2 The District agrees to provide an annual uniform allowance of \$400.00 per year effective July 1, 2023 for Trades I/Painter, Trades II/Painter, Trades III/Painter, and Trades III/Lead Painter classifications.

## **ARTICLE 31. PROCEDURES FOR PROCESSING GRIEVANCES**

### **31.1 Basic Principles**

- 31.1.1 The purpose of this article is to provide a procedure for the consideration of grievances pertaining to a contract dispute which is defined as an alleged violation, misapplication or misinterpretation of the specific provisions of the contract as claimed by the grievant.
- 31.1.2 This grievance procedure applies only to items covered in this contract, which have not been specifically removed from the grievance provision.
- 31.1.3 Any grievant may present grievances relating to a contract dispute to the District and have such grievances adjusted without the intervention of the Organization as long as the adjustment is not inconsistent with the terms of this Agreement.
- 31.1.4 Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate administrative level. The District and the Organization agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.
- 31.1.5 Failure by management to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next level. Failure of the grievant to adhere to the submission deadlines shall mean that the grievant is satisfied with the latest decision and waives any right to further appeal. However, nothing prevents the parties from extending the dates by mutual agreement.
- 31.1.6 Until final disposition of a grievance takes place, the grievant is required to conform to the direction of their supervisor, except when such direction would directly present a hazard to the grievant. In such cases of alleged hazard, the grievant shall report such matters to the office of the Assistant Superintendent, Human Resources, or designee, who will decide the matter of conformance to the supervisor's direction.
- 31.1.7 When a grievance has been filed by a grievant, the grievant may terminate the grievance at any time by giving written notice to the District or its designee.

31.1.8 The District may terminate a grievance when the grievant fails to comply with time limits, to attend scheduled meetings to discuss or hear the grievance (the District will attempt to schedule meetings during a time agreeable to both parties), or to provide requested information at the grievant's disposal relating to the subject matter of the grievance. The District may give written notice, but shall not be required to, of such termination of the grievance to the grievant.

31.1.9 The grievant has the right to have a representative present at any level of the grievance procedure. The grievant, however, must be present at each level of the grievance procedure.

## 31.2 Definitions

31.2.1 **Grievance**. A grievance is a claim by bargaining unit member(s) or the Organization that there has been an alleged violation, misapplication or misrepresentation of a specific provision of this contract. The grievance shall not apply to any matter prescribed by law. No District prerogative as prescribed by law or any matter outside the scope of representation shall be made the subject of a grievance.

31.2.2 **Grievant**. A grievant may be either bargaining unit member(s) or the Organization.

31.2.3 **Representative**. A representative is a fellow employee, the Organization or legal counsel who participates in the grievance procedure at the request of either of the parties to the grievance.

31.2.4 **Immediate Supervisor**. An immediate supervisor is the supervisor having immediate jurisdiction over the bargaining unit member who is filing the grievance.

31.2.5 **Day**. A day is any day in which the central administrative offices of the school district are open for business.

## 31.3 Procedure

### **“INFORMAL CONFERENCE”**

31.3.1 Any bargaining unit member who believes they have a grievance shall present the grievance orally within 10 days to the immediate supervisor with the object of resolving the matter informally. In the case of grievances affecting two (2) or more unit members having different supervisors, the Organization and/or the affected unit members shall present the grievance orally to Human Resources with the object of resolving the matter informally. Resolutions reached at this stage shall be final but shall not be precedential nor inconsistent with this Agreement.

- 31.3.1.1 If the matter is not resolved informally with the immediate supervisor pursuant to Article 31.3.1, and prior to filing a formal grievance, the District and CVCEO or the grievant may agree to submit the matter of the Program for Conflict Resolution as specified in Article 42 of this Agreement. If Conflict Resolution is utilized, the time limit for filing a formal grievance pursuant to Article 31.3.2 shall be suspended during the attempted resolution under this provision.

#### **“LEVEL I – FORMAL GRIEVANCE”**

- 31.3.2 If the grievance is not settled during the informal conference or through the Program for Conflict Resolution, if utilized, and the grievant wishes to formally grieve the matter, the grievant shall present the grievance in writing on the Grievance Report Form (Appendix C, Page 1), to Human Resources as soon as possible but not more than twenty (20) days following the occurrence when the grievant knew, or should have known, of the circumstances which form the basis of the grievance.

In cases where the Organization is neither the grievant nor the grievant’s representative, the District will provide the Organization with a copy of the written grievance within five (5) days of it having been filed, and will further provide the Organization with a copy of any appeals and written response within five (5) days of being filed or issued. The written grievance shall contain the following information:

- 31.3.2.1 A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance.
- 31.3.2.2 A listing of the provision(s) of this Agreement, which are alleged to have been violated, misapplied, or misinterpreted.
- 31.3.2.3 A listing of the reason(s) why the immediate supervisor’s proposed resolution of the problem(s) is unacceptable.
- 31.3.2.4 A listing of specific actions requested of the District, which will remedy the grievance.

- 31.3.3 The immediate supervisor shall meet with the grievant and representative if elected by the grievant, within ten (10) days following receipt of the written grievance. All parties to this grievance shall have an opportunity to present any witnesses they so desire. Resolutions reached at this stage will be final and, in case where the Organization is the grievant or the grievant’s representative, will also be precedential. Nothing herein precludes the parties from settling a grievance on a non-precedential basis.

## **“LEVEL II – SUPERINTENDENT/DESIGNEE”**

31.3.4 If the grievance is not resolved at Level I (31.3.2), or if no written decision was rendered within ten (10) days following the meeting, the grievant may proceed to Level II (31.3.4) and shall within five (5) days following such date or within five (5) days after receipt of the written decision, present the grievance in writing to the Superintendent or Designee (Appendix C, Page 2). The written grievance shall contain the same information as provided in section 31.3.2 with a copy of the decision rendered at Level I, if any.

31.3.5 Within ten (10) days from receipt of the grievance, the Superintendent or designee shall meet with the grievant, and representative if elected by the grievant, in an effort to resolve the grievance. Resolutions reached at this stage will be final and, in cases where the Organization is the grievant or the grievant’s representative, will also be precedential. Nothing herein precludes the parties from settling a grievance on a non-precedential basis.

## **“LEVEL III – BINDING ARBITRATION”**

31.3.6 If the grievance is not resolved at Level II (31.3.4) or if no written decision was rendered within ten (10) days following the Level II meeting, CVCEO may proceed to Level III by submitting a written request for arbitration to the District’s Assistant Superintendent of Human Resources. The written request must be submitted within thirty-five (35) days after issuance of a written decision or thirty-five (35) days after the Level II meeting if no written decision was rendered.

31.3.7 CVCEO and the District shall attempt to select a mutually agreeable neutral hearing officer. If no agreement can be reached within ten (10) days after the grievance is submitted to advisory arbitration, the Parties shall request the State Mediation and Conciliation Service provide a list of seven (7) names of individuals with offices in Southern California (San Diego, Orange, Los Angeles, Riverside, San Bernardino, or Imperial County) who are experienced in hearing grievances in public schools and are members of the California State Bar. Each party shall alternately strike a name until only one (1) name remains. The remaining individual shall be the hearing officer. The order of the striking shall be determined by lot.

31.3.8 Within twenty (20) days of the selection of the hearing officer, the Parties shall attempt to select a mutually agreeable hearing date. If the Parties are unable to agree on a hearing date, the hearing officer shall have the authority to select the date. The hearing officer shall conduct an evidentiary hearing. The Parties may present witnesses and documents in support of their positions. The formal rules of evidence will not apply. Hearsay evidence will be admissible, but the hearing officer will determine the proper weight to be accorded the hearsay evidence. The hearing officer may exclude any evidence that they deem irrelevant or duplicative.

- 31.3.9 After a hearing and after the Parties have had an opportunity to make written arguments, the hearing officer shall submit in writing to the Parties and the Governing Board their findings of fact and decision and shall set forth their reasoning and conclusions on the issues submitted. The hearing officer's decision shall be binding. The hearing officer shall have no power or authority to make any decision that requires the commission of an act prohibited by law or that is in violation of this Agreement. The hearing officer shall have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.
- 31.3.10 Unless otherwise agreed to by the Parties, a transcript of the hearing may be taken by a certified shorthand reporter. The cost for the transcription and all costs for the services of the hearing officer, including but not limited to, per diem expenses, travel and subsistence expenses, will be borne equally by the District and CVCEO. All other expenses, including, but not limited to, attorneys' fees and costs, will be borne by the party incurring them. Unless otherwise agreed, the Parties shall alternate selecting the location of each hearing. Unless mutually agreed on by the Parties, no hearing shall be held more than 10 miles outside the boundaries of the District.

## **ARTICLE 32. MILEAGE CLAIMS**

- 32.1 Bargaining unit members who must use their own automobiles in connection with their assignments and performance of their duties, other than mileage in driving to and from their homes, and bargaining unit members who must travel between schools during their daily assignments, shall be reimbursed at the prevailing District rate subject to the following:
- 32.1.1 Prior approval to be granted by the Superintendent or designee.
- 32.1.2 Mileage reimbursements will be made quarterly or whenever reimbursements reach fifty dollars (\$50.00), whichever occurs first. Any bargaining unit member with claims for mileage reimbursement must file such claims at least once during the fiscal year.

## **ARTICLE 33. TRAINING**

- 33.1 A bargaining unit member may request training on newly acquired District equipment conditioned upon the following:
- 33.1.1 The equipment was not previously used in the department and job classification of the unit member.
- 33.1.2 The equipment has been designated by the District for use by one or more members of the unit member's job classification at the requesting member's job location and department.

33.1.3 The selection of who shall be given training on the equipment shall be at the sole discretion of the District with consideration given to factors which include, but are not limited to seniority, the efficient operation of the District, experience and education of the requesting unit member, the District's compliance with state and federal mandates regarding affirmative action, etc.

33.1.4 The District retains the sole discretion in determining who shall regularly operate the equipment, including the right to contract with private vendors for services or materials.

### 33.2 Training During District-designated Work Time

33.2.1 The District shall provide CPR, first aid, and driver-required training conditioned upon the following:

33.2.1.1 Such training is a State, Department of Education, District or statutory requirement.

33.2.1.2 The District has determined employees in any classification must receive required training.

33.2.2 The District has determined employees in all classifications will receive a minimum of 1 day of training in their work classification area annually. Training will be recorded in Classified Professional Development Form.

33.2.3 Should any additional training requirements be added by the District, State, Department of Education or Legislature, the Organization may request that the District consult over including such training during paid work time.

## **ARTICLE 34. LAYOFF AND EFFECTS OF LAYOFF**

34.1 **Reason for Layoff.** Layoff shall only occur for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the classification shall be determined by length of service. Length of service is determined by the employee's initial date of service in a bargaining unit classification. The employee who has been employed the shortest time in the classification plus higher classifications shall be laid off first.

34.1.1 The District shall prepare and post a seniority list for each classification based on hours of paid service, exclusive of overtime, provided up to and including June 30, 1992. This seniority order shall establish the seniority for each unit member hired prior to July 1, 1992. Unit members hired or promoted/demoted after July 1, 1992, shall be added to the bottom of the seniority roster based on their initial date of service in that classification pursuant to Section 34.1.

34.1.2 The District shall provide a posting of the seniority list on an annual basis during the third week of January of each year.

34.1.3 Any challenges to the posted seniority list must be filed in writing with the District Human Resources Office within ten (10) days of the initial date of posting. The Human Resources Office shall report to the Organization a written list of unit members filing said challenges and a joint committee composed of District and CVCEO representatives shall be formed for the purpose of reviewing and resolving said challenges. In the event revisions to the seniority lists are made, such revised seniority list(s) shall be posted during the month of March of each year.

34.2 **Order of Layoff.** Any layoff shall be effected within a classification in inverse order of seniority.

34.3 **Notice of Layoff.** Consistent with Education Code section 45117, employees to be laid off shall be given written notice no later than March 15 that the employee's position will be eliminated or reduced in hours in the ensuing school year due to lack of funds. Any notice of layoff shall specify the reason for layoff and identify by name and classification the employees designated for layoff. The Organization shall be provided a list of all bargaining unit employees noticed of layoff pursuant to this section. Such notification shall be provided the Organization concurrent with individual employee notification. The notice to the Organization shall be by certified mail or personal service.

An employee who received a notice of layoff may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the layoff notice, on or before a date specified in the layoff notice to the employee, which shall not be less than seven days after the date on which the layoff notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. If an employee timely requests a hearing, the hearing process will occur pursuant to Education Code section 45117. Written layoff notices shall state that it has been recommended that the notice be given to the employee, state the reasons that the employee's services will not be required for the ensuing year, inform the employee of the employee's displacement rights, if any, and reemployment rights, and advise the employee of their right to request a hearing.

34.4 **Bumping Rights.** An employee laid off from his/her present classification may bump the least senior employee within the same classification or into the most recently held classification in which the employee has greater seniority. The employee may continue to bump into formerly held classifications to avoid layoff.

34.4.1 Laid off employees will bump the least senior employee with an equal or next lowest number of hours in the same classification in which the employee has greater seniority. If no such position exists, laid off employees will bump the least senior employee with an equal or next lowest number of hours in a previously held classification(s). If no such position exists, the unit member will be laid off.

An employee may only bump into a position or classification in which they successfully passed probation that has an equal or less number of hours. If an employee cannot bump for this or any other reason, the employee will be laid off.

34.4.2 A unit member with bumping rights may request an opportunity to interview supervisor(s) in order to determine his/her preference(s). A supervisor who will be receiving an employee by reason of the employee exercising his/her displacement rights may request to interview the eligible applicants. Such interviews shall be by interview panels comprised of the supervisor, a CVCEO appointed member, and a District employee (which may or may not be a bargaining unit member) designated by the supervisor. Unit members denied an assignment consistent with their submitted preference(s) shall be entitled to a written statement of the reason(s) for the decision provided that the written request for reasons is submitted to the Human Resources Office within ten (10) calendar days of the decision. In such circumstances, the reason(s) for the decision shall be consistent with the findings and recommendations of the interview panel members.

34.4.2.1 In the event a unit member participates in a supervisor-initiated interview and subsequently withdraws his/her request for a preference assignment, the unit member shall be subject to assignment at the discretion of the District.

#### 34.5 **Layoffs and Hour Reductions**

34.5.1 Employees whose positions have been reduced may choose to remain in that position and accept fewer hours following implementation of the reduction. An employee who chooses to move into another position because their position has been reduced or eliminated may move into the least senior employees' position with the same number of hours per year. If a position with the same number of hours per year occupied by a less senior employee is not available, then the employee may bump into the least senior employee's position with up to twenty percent (20%) more hours per year than the employee holds prior to the reduction or elimination of their position. Employees who are displaced by a more senior employee moving into their position may move into the least senior employees' position according to the process above. This process shall be repeated until no positions with up to twenty percent of the employee's hours are occupied by less senior employees. When no positions are occupied by less senior employees, the District may assign the remaining employee to the remaining position or layoff that employee if no position exists. When implementing this process, the District shall move employees from one position to another in a manner that minimizes the number of employees affected by this process.

34.6 **Equal Seniority.** If two or more employees subject to layoff have equal classification seniority, the layoff determination shall be made as follows: 1) among employees who

do not have the same initial date of service, seniority for purposes of the layoff determination shall be determined by the initial date of service; 2) among employees having the same initial date of service, the layoff determination shall be determined by lot.

- 34.7 **Reemployment Rights.** Laid-off persons are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. Their reemployment shall take precedence over any other type of employment defined or undefined in this Agreement.
- 34.8 **Voluntary Demotion or Voluntary Reduction in Hours.** Employees who take voluntary reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights.
- 34.9 **Notification of Reemployment.** An employee who is laid off and is subsequently eligible for reemployment pursuant to Section 6 and/or 7 shall be notified in writing by certified mail or personal service. Such notice, if mailed, shall be sent to the employee's address of record.
- 34.10 **Employee Notification to the District.** An employee shall notify the District in writing by certified mail or personal service of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within ten (10) days, as provided for herein, shall be deemed a refusal of employment by said employee. The laid-off employee may decline three (3) offers of employment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the third offer of employment, no additional offers will be made and the employee shall be considered unavailable for work.
- 34.11 **Reemployment.** Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) months rights to the higher position.
- 34.12 **Effects of Layoff.** The provisions of this section shall apply equally to bargaining unit members experiencing a reduction in hours or a separation from District service due to layoffs.
- 34.12.1 Unit members who are either laid off or reduced in hours as a result of layoff following the completion of their work year will continue to receive benefits pursuant to Section 7.6 of Article 7. Unit members who are either laid off or reduced in hours as a result of layoff prior to completing their work year shall receive the same level of benefits as enjoyed immediately prior to layoff for not less than ninety (90) days or until June 30, whichever occurs first.
- 34.12.1.1 Grandfathered employees (see Article 7, Section 7.1.4.1) who suffer an hours reduction which reduces the District's percentage contribution level to a lower percentage level shall receive the higher percentage District contribution level

for not less than ninety (90) days or until June 30, whichever occurs first and shall then receive a District percentage contribution level based on the reduced work hours.

34.12.2 Laid off bargaining unit members shall be given the opportunity to indicate a desire to serve the District as a substitute employee in classifications/positions for which they are qualified and available. Said laid off employees shall be given the opportunity for this substitute service in preference to other substitutes.

34.12.2.1 Laid off employees shall be given preference to other substitutes unless he/she has received two (2) or more unsatisfactory substitute evaluations submitted by different supervisors, if applicable.

34.12.3 **Consultation with Organization.** The Organization shall have the right to consult with the District regarding the implementation of any layoff pursuant to this Article including the redistribution of bargaining unit member work load following layoff.

34.12.3.1 Any alleged violation of the provisions of this section shall be subject to consultation between the Organization and the District, provided such violation/challenge is filed by the Organization in writing with the District Human Resources Office within thirty (30) days of the alleged violation.

34.12.3.2 It is expressly understood that the exercise of consultation rights as provided herein will not delay the implementation of any layoff conducted pursuant to this Article.

34.12.4 Employees notified of layoff will be entitled to use any personal necessity leave or accumulated, but unused, vacation leave to seek other employment.

## **ARTICLE 35. COMPLETE AGREEMENT**

35.1 The Organization acknowledges that during the negotiations which preceded this Agreement they had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement shall constitute the full and complete commitments of both parties. Therefore, for the life of this Agreement, the parties voluntarily and unequivocally waive the right and agree that neither shall be obligated to negotiate collectively, unless there is mutual agreement by the parties to reopen negotiations on any specific matter, except as otherwise specified in this Agreement.

## **ARTICLE 36. SAVINGS**

- 36.1 If any articles, sections or provisions of this Agreement shall be found to be contrary to or in conflict with federal or state constitutions, or statutes, or a PERB ruling or regulation, that specific article, section or provision only shall be rendered void with no effect because of contradiction or conflict with federal or state law to any other article, section or provision of this Agreement.

## **ARTICLE 37. CONCERTED ACTIVITIES**

- 37.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the exclusive representative or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee organizations to engage in such activity.
- 37.2 The exclusive representative and its officers, agents and members recognize the duty and obligation to comply with the provisions of this Agreement and to make every effort toward inducing all bargaining unit members to do so. In the event of a strike, work stoppage or slow-down or other interference with the operations of the District by bargaining unit members who are represented by the Organization, the Organization agrees in good faith to take all necessary steps to cause those bargaining unit members to cease such action.
- 37.3 It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including termination by the District.

## **ARTICLE 38. MEETING AND NEGOTIATING**

- 38.1 The exclusive representative for the classified employee bargaining unit and the District agree that either party may notify the other, in writing, between March 15 and April 15 in the year that this contract expires, of its request to modify, amend or terminate the Agreement.
- 38.2 The exclusive representative may give notice to the Board by mail or email between April 15 and May 15, 2024 of its desire to reopen negotiations on Article 7 and three (3) additional reopeners. The exclusive representative may give notice to the Board by mail or email between April 15 and May 15, 2025 of its desire to reopen negotiations on Article 5, Article 7 and three (3) additional reopeners. Upon receipt of written notice, arrangements shall be made pursuant to provisions of the Educational Employment Relations Act, including the public notice provision, for meeting and negotiating to commence.
- 38.3 In the event that neither party gives appropriate written notice to the other of its desire to modify, amend or terminate any of the aforementioned specific provisions within the specified time limitations, these provisions shall be extended for at least another year.

38.4 The parties agree to meet and negotiate in good faith after appropriate written notice has been received, pursuant to the above paragraph, on any of these specific provisions to be modified, amended or terminated, the completion of the public notice provision of the Educational Employment Relations Act has occurred and the Board of Education has adopted its initial proposal.

## **ARTICLE 39. COMPLAINT PROCEDURE**

Parents or guardians of pupils enrolled in the District, citizens, or pupils may present informal (oral) and/or formal (written) complaints regarding members of the bargaining unit to the District. Parents, guardians, citizens, or pupils should be encouraged to present informal (oral) complaints first to the employee who is the subject of the complaint, or to that employee's immediate supervisor, prior to presenting any formal (written) complaint to the District.

39.1 **Informal (Oral) Complaints.** No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

39.1.1 The employee's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee and the employee's representative.

39.1.2 The member of the bargaining unit has been given prior notice of the informal (oral) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten calendar days) to present relevant information to their immediate supervisor or the Assistant Superintendent.

39.2 **Formal (Written) Complaints.** The District shall forward as soon as practicable to the member of the bargaining unit any formal (written) complaint regarding that member. A member of the bargaining unit shall forward as soon as practicable to the immediate supervisor any formal (written) complaint received by the member regarding themselves. Notwithstanding the foregoing, in matters involving harassment allegations, the District shall not be required to provide to the member of the bargaining unit the formal (written) complaint regarding that member. Instead, the District shall describe the allegations to the bargaining unit member and provide them with an opportunity to respond. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of the member of the bargaining unit unless:

39.2.1 The employee's immediate supervisor, the Assistant Superintendent, or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the employee, and the employee's representative.

- 39.2.2 The member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten calendar days) to present relevant information to their immediate supervisor or the Assistant Superintendent.
- 39.3 No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained.
- 39.4 Anonymous complaints shall not be processed pursuant to the provisions of this section.
- 39.5 The provisions of this section shall be interpreted as policies pursuant to the requirements of Education Code section 35160.5(c) and shall be reviewed annually consistent with any reopener procedures in the Agreement.

## **ARTICLE 40. FAMILY AND MEDICAL LEAVE**

### **40.1 Length of Leave Entitlement:**

40.1.1 An eligible employee is entitled to a total of 12 work weeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

40.1.2 The 12 month period is measured backward from the date of leave use. All leave usage which qualifies under the terms of the Family and Medical Leave Act (FMLA) leave shall be counted towards the available 12 work weeks within a 12 month period, including intermittent and reduced workload leaves.

40.1.3 Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

### **40.2 Length of Employment Eligibility:**

40.2.1 Any employee who has been employed for at least 12 months AND who has been in a paid status for at least 1250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family and Medical Leave.

### **40.3 Eligible Purposes:**

40.3.1 Leaves for any of the following purposes qualify for Family and Medical Leave:

40.3.1.1 The birth of a child of an employee, and to care for a newborn;

- 40.3.1.2 The placement of a child with an employee in connection with the adoption or foster care of a child by an employee;
- 40.3.1.3 Leave to care for a child, parent, sibling, grandchild, grandparent, parent-in-law, a spouse, "designated person" as defined in Government Code section 12945.2(b)(2) as any other individual related by blood or whose close association with the employee is equivalent of a family relationship, or registered domestic partner who has a serious health condition or
- 40.3.1.4 Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

40.3.2 Both parents may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling sessions, appear in court or consult with his/her attorney in connection with the placement of a child. Notwithstanding anything to the contrary in this Agreement, unit members shall be entitled to all parental leave benefits provided pursuant to the California Education Code.

40.3.3 If both spouses are employed by the District, the aggregate number of work weeks of leave to which both are entitled is limited to 12 work weeks during any 12 month period for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

40.3.4 Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or, making arrangements for third-party care of a family member. An employee may designate a designated person at the time they request leave to care for the designated person and shall be limited to one designated person per twelve month period for family care and medical leave.

40.3.5 A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

- 40.3.5.1 Any period of incapacity or treatment in connection with or in consequent to a hospital, hospice or residential medical care facility;

- 40.3.5.2 Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or
- 40.3.5.3 Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care.
- 40.3.5.4 Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

40.3.6 "Continuing treatments" include:

- 40.3.6.1 Two or more visits to a health care provider;
- 40.3.6.2 Two or more treatments by a health care practitioner (e.g., physical therapist) on referral from, or under the direction of a health care provider; or

40.3.7 A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy). Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

40.3.8 If an employee requests intermittent leave or reduced workload leave to care for a spouse, registered domestic partner, child, grandchild, sibling, parent, grandparent, parent-in-law, or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- 40.3.8.1 Has equivalent pay and benefits; and
- 40.3.8.2 Better accommodates recurring periods of leave than the regular position of the employee.

40.3.9 Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required. Absence because of an employee's substance abuse, without treatment, does not qualify for FMLA leave.

40.4 **Paid/Unpaid Leave:**

40.4.1 Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave for the employee.

40.5 **Health and Dental Insurance Benefits:**

40.5.1 Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.

40.6 **Failure to Return from FMLA Leave:**

40.6.1 If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control."

40.6.2 Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage. If an employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by the health care provider of the employee's child, grandchild, spouse, registered domestic partner, parent, grandparent, sibling, or parent-in-law if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30

days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

40.7 **Employee Status While on Leave:**

40.7.1 FMLA leave does not constitute a break in service for purposes of longevity and/or seniority. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, or other seniority related benefits.

40.8 **Medical Certification/Recertification:**

40.8.1 Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Office.

40.8.2 The employer may, at its own expense, require the eligible employee to obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

40.8.3 If leave is foreseeable, medical certification must be provided within fifteen days after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days, or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

40.9 **Advance Notice Required:**

40.9.1 If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, 30 days written advance notice.

40.9.2 If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

40.9.3 If the need for a family care leave is foreseeable, due to a planned medical treatment or planned supervision of a child, grandchild, parent, grandparent, spouse, registered domestic partner, sibling, or parent-in-law with a serious

health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

40.9.4 Prior to granting a leave under this policy, medical certification as identified above, may be required.

**40.10 Reinstatement Upon Return From Leave:**

40.10.1 Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

40.10.2 If the FMLA leave was due to the employee's own serious health condition, prior to returning to work the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

**40.11 Remedies for Employer Violation of the Act:**

40.11.1 If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two years after the last action which the employee contends was in violation of the Act, or three years if the violation was willful.

## **ARTICLE 41. DISCIPLINE PROCEDURE**

41.1 Procedures for Termination of Employment and Discipline are referenced in Board Policy 4218. Unless otherwise specified, all references to "day" in this Article shall have the same meaning as in Section 31.2.5 of this Agreement.

41.2 A unit member will be progressively disciplined in order to correct negative behavior except in cases where summary dismissal or a more severe form of discipline is warranted. Progressive discipline involves first orally counseling the employee, then a written warning/reprimand placed in the unit member's personnel file which documents the negative conduct or performance and sets out possible future consequences, and finally a suspension or termination. However, nothing in this Collective Bargaining Agreement shall limit the District's right to forego a lesser form of discipline and implement a more severe form of discipline based on the facts or circumstances of any particular case. The District may implement more severe forms of discipline and need not implement lower forms of discipline if the District determines a more severe form of discipline is warranted. Oral counseling and written warnings/reprimands shall not be subject to the grievance procedure and shall not be subject to the appeal procedures described in this article except that when prior oral

counselings and written warnings/reprimands are used to support a suspension or termination, the merits of the oral counseling and written warning/reprimands can be challenged as part of the suspension or termination appeal process described in this Article.

- 41.3 The District will provide permanent employees with a written notice of intent to suspend or terminate employment. The notice will inform the employee of the disciplinary action proposed, the reasons for the proposed action, and the effective date of the proposed action. The notice will further inform the employee of their right to respond to the notice, the deadline for responding, to whom to respond, and that the employee has a right to be represented by the Organization. The employee will have the right to respond in writing or at a pre-disciplinary conference within ten (10) days of the delivery of the notice, which may be extended by mutual agreement with the Assistant Superintendent of Human Resources or their designee.

After review of the timely response, the District will inform the employee in writing whether it intends to proceed with the proposed action and, in the case of dismissals or suspensions, the employee's right to a hearing on such charges. The District shall not implement a recommended dismissal or suspension until after 30 calendar days from the employee's receipt of a written notice of intent to proceed unless the governing board or impartial third-party hearing officer finds that, at the time discipline was imposed at the conclusion of the initial review process, the District demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils or students, staff or property, or committed habitual violations of the District's policies or regulations.

- 41.4 Within five (5) days of an employee's receipt of a written notice of intent to proceed, the employee may request that CVCEO submit the proposed dismissal or suspension to arbitration. If CVCEO, in its sole discretion, chooses to submit the proposed dismissal or suspension to arbitration, it must do so within thirty-five (35) days of the employee's receipt of the written notice of intent to proceed. Arbitration shall be conducted in accordance with the procedures set forth in Articles 31.3.7 – 31.3.13, however the Governing Board shall retain authority to review the determination of whether sufficient cause exists for disciplinary action under the standard set forth in Section 1286.2 of the Code of Civil Procedure.
- 41.5 CVCEO and the District recognize the importance of maintaining a workplace in which employees are not using, possessing, distributing, or under the influence of drugs or alcohol. CVCEO and the District further recognize that chemical dependence (whether to drugs or alcohol) is both a medical issue requiring treatment and rehabilitation, as well as a behavioral issue necessitating consequences for an individual's conduct. The following includes the procedures related to employee drug and alcohol testing procedures. Nothing in this Article is intended to broaden the meaning of chemical dependence as that term is used under the Americans with Disabilities Act and similar anti-discrimination statutes or to provide greater rights than those conferred under existing law. To prevent problems relating to drugs and alcohol

from impacting the workplace and the District's mission of educating children, CVCEO and the District agree to the following:

41.5.1 Prohibited Conduct. Employees who unlawfully manufacture, dispense, distribute, possess, use, or are under the influence of any drug, alcohol, or controlled substance as defined in the Controlled Substances Act, the Code of Federal Regulations, and related California law while at work shall be subject to discipline consistent with this Article. "Work" is defined as any place where District work is performed, including, but not limited to, a school building or other school premises; any school-owned or school-approved vehicle used to transport students to and from school or school activities and/or perform any duty for the District; any off-school sites when accommodating a school-sponsored or school-approved activity or function, such as field trip or athletic event where students are under District jurisdiction; or during any period of time when an employee is supervising students on behalf of the District or otherwise engaged in any District business.

41.5.2 Criminal Convictions. Pursuant to Education Code Section 45123, the District may not employ or retain in employment persons convicted of a controlled substance offense as defined in Education Code Section 44011. Any employee who is released from employment pursuant to Education Code Section 45123 whose conviction is subsequently reversed and the employee is acquitted of the offense in a new trial or the charges are dismissed, may be reinstated to their previous position without back pay with the period of termination being converted to an unpaid leave of absence. Pursuant to Education Code Section 45123, a person who has previously been convicted of a controlled substance offense as defined in Education Code Section 44011 shall not be precluded from employment so long as that person has been rehabilitated for at least five (5) years. The District may, but is not required to, employ a person who has been previously precluded from employment as a result of a conviction of a control substance offense as defined in Education Code Section 44011, if from the evidence presented by that person and/or their representatives, the District determines that the person has been rehabilitated for at least five (5) years. The Board of Education shall determine the type and manner of presentation of the evidence and the determination of the Board of Education as to whether the person has been rehabilitated is final.

41.5.2.1 Employees shall, as a condition of continued employment with the District, notify their supervisor within five (5) days of a conviction of any criminal drug or alcohol offense occurring in the workplace, whether or not such offense falls within the definition of Education Code Section 44011. Within thirty (30) days after receiving such notice, the District shall initiate disciplinary action, which shall be consistent with state and federal law, the current Agreement between CVCEO and the District, this Policy, and District policies and practices. Nothing in this paragraph is intended to limit the District's right and obligation to release employees who have been "convicted" as that term is used in Education Code Section 45123,

of a controlled substance offense as defined in Education Code Section 44011.

#### 41.5.3 Drug and Alcohol Testing

- 41.5.3.1 Pursuant to the federal Omnibus Transportation Employee Testing Act of 1991, employees who are required to possess a commercial driver's license as a condition of employment shall be subject to a drug and alcohol testing program that fulfills the requirements of the Code of Federal Regulations, Title 49, Part 382.
- 41.5.3.2 Prior to the first time an employee drives or otherwise operates a District vehicle, the employee, including those who transport students, shall undergo testing for controlled substances.
- 41.5.3.3 The District shall order an employee to undergo a drug or alcohol test if the District has a reasonable suspicion that the employee, including those who transport students, is under the influence of drugs or alcohol while at work. Reasonable suspicion is a reasonable and articulable belief of probable drug or alcohol use based on direct observation of specific contemporaneous physical, behavioral, or performance indicators. If two or more supervisors or managers are available and on the premises, the reasonable suspicion for testing must be confirmed by at least two supervisors or managers prior to the employee being ordered to undergo testing. The confirming supervisor or manager will make their best efforts to make their own observations of the employee, but may rely on the initial supervisor's or manager's oral representations to establish reasonable suspicion. If only one supervisor or manager is on the premises, that supervisor or manager must confirm their basis for reasonable suspicion with Human Resources prior to testing.
- 41.5.3.4 Any employee who is involved in an accident while operating a District vehicle shall submit to a drug and/or alcohol test following the accident as required by Title 49 of the Code of Federal Regulations, Section 382.303 and any other applicable legal authority.
- 41.5.3.5 The District shall select reputable facilities for base testing and confirmatory testing at District expense that are certified by the Department of Health and Human Services under the National Laboratory Certification Program. The facility for confirmatory testing must meet all standards set by the Federal Health Agencies and/or Substance Abuse Mental Health Services Administration (SAMHSA) for laboratory performance and they must employ certified Medical Technologists and Technicians. CVCEO will be provided with the testing facilities' names, addresses, and credentials, if requested.

- 41.5.3.6 All samples which test positive will be confirmed using a reliable method chosen by the testing facility.
- 41.5.3.7 Employees shall be informed in writing at the time of the District-ordered specimen collection of their right to request a “split specimen” be collected. If the original test (both base and confirmatory) is positive, the employee at their expense, will have the opportunity to have a reputable testing facility of their choice that is certified by the Department of Health and Human Services test the split specimen submitted to the District’s testing facility. Accepted chain-of-custody procedures must be followed and the testing facility must meet all standards set by the Federal Health Agencies and/or SAMHSA for laboratory performance using certified Medical Technologists and Technicians. An employee may request the independent test by notifying the District in writing within one week of being informed of the test results. Arrangements will then be made to have the split specimen delivered directly from the District’s testing facility to the testing facility chosen by the employee insuring chain-of-custody. Employee will provide the District with the name, address, and credentials of the testing facility chosen by the employee.
- 41.5.3.8 Employees will be compensated for all time spent undergoing all District-ordered testing pursuant to this Policy, including travel to and from the testing facility and will be provided with transportation to the testing facility and offered transportation home from the testing facility. Employee shall not be compensated for any time and expense associated with pursuing a test of the split specimen at a testing facility of their choosing.
- 41.5.3.9 The District will follow established federal regulations for employees who are required to possess a commercial driver’s license as a condition of employment. Employees who are not required to possess a commercial driver’s license as a condition of employment shall be presumed to be under the influence while at work as prohibited by this Policy if, following testing using practices and procedures commonly accepted by medical professionals, their test results meet or exceed the established levels commonly associated with a positive test by medical professionals or if those individuals refuse to submit to testing following the District’s reasonable suspicion of probable drug or alcohol use.

#### 41.5.4 Discipline

- 41.5.4.1 Any employee who works directly with students, including those who transport students, who manufactures, dispenses, distributes, possesses, uses, or is under the influence of any drug, alcohol, or controlled substance while at work shall be terminated.

- 41.5.4.2 Any employee who does not work directly with students, who manufactures, dispenses, distributes, possesses, uses, or is under the influence of any drug, alcohol, or controlled substance while at work and causes no damage to property and/or no injury nor death to any person or persons upon a first violation, shall be summarily suspended without pay for a period of one (1) month. In addition, and as a condition of continued employment after suspension, the employee shall be required to (a) satisfactorily participate in and complete a drug and/or alcohol assistance or rehabilitation program approved by a federal, state, or local health law enforcement or other appropriate agency and provide written proof of the same to the District and (b) submit to random drug and alcohol testing for a period of twenty-four (24) months.
- 41.5.4.3 Notwithstanding anything in Article 41.5.4.2 to the contrary, any employee who manufactures, dispenses, distributes, possesses, uses, or is under the influence of any drug, alcohol, or controlled substance while at work who causes damage to property and/or injury or death to any person or persons shall be terminated.
- 41.5.4.4 Any employee who does not work directly with students who manufactures, dispenses, distributes, possesses, uses, or is under the influence of any drug, alcohol, or controlled substance while at work, upon a second violation, shall be terminated. For purposes of this subsection, the two (2) year period prescribed in Education Code section 24113(d) shall not begin to run until the employee has successfully completed both the substance abuse rehabilitation program and the twenty-four (24) months of random drug and alcohol testing.
- 41.5.4.5 Failure by an employee to submit to a test ordered pursuant to this Policy shall be grounds for termination. Employees who indicate a refusal shall be informed that such refusal will result in termination and given an opportunity to comply. Employees who feel the test is not properly ordered pursuant to this Policy, must still submit to the test, but may then grieve the alleged violation.
- 41.5.5 Voluntary Treatment. CVCEO and the District desire to encourage employees with substance abuse problems to seek treatment voluntarily. To that end, employees who (1) come forward voluntarily and seek assistance for substance abuse issues; (2) have not committed any of the acts described in paragraph 41.5.4 prior to coming forward voluntarily and seeking assistance; and (3) do not meet the FMLA eligibility requirements shall be provided reasonable accommodations to participate in and complete a drug and/or alcohol assistance or rehabilitation program. All leave pursuant to this paragraph shall be unpaid, but employees may utilize available accrued paid leave concurrently with the leave pursuant to this subsection.

41.5.6 Effective January 1, 2024, no employee (other than those referenced in Section 41.5.3.1) shall be disciplined or denied employment due to their use, off-duty and away from the workplace, of cannabis, nor due to the presence of nonpsychoactive cannabis metabolites in their hair, blood, urine or other bodily fluids.

41.6 An employee who is absent from the workplace for three (3) or more consecutive days without authorized leave shall be considered to have abandoned their position and resigned from the District, unless the absence is for reasons beyond the control of the employee and the employee notifies the District as soon as practicable.

## **ARTICLE 42. PROGRAM FOR CONFLICT RESOLUTION**

42.1 The District and CVCEO agree to institute a program for Conflict Resolution.

42.2 When the District, an employee or CVCEO identifies an issue of mutual concern, which does not constitute a negotiable matter within the scope of representation, the parties may utilize the interest-based approach ("The Wheel") to seek possible resolution of the issue.

42.3 The District or CVCEO shall provide a trained facilitator, mutually agreed upon, to moderate at a meeting scheduled to address the identified issue.

42.4 The parties to the Agreement recognize that the Grievance Procedure (Article 31) is and remains the sole remedy for an alleged violation, misapplication, or misinterpretation of this Agreement.

## **ARTICLE 43. CATASTROPHIC LEAVE BANK**

### **43.1 Creation**

43.1.1 The District has established a Catastrophic Leave Bank, effective July 1, 2002. The Catastrophic Leave Bank shall be funded in accordance with the terms of Article 43.2 below.

43.1.2 Duty days are defined as the contractual number of hours which constitute the unit member's workday.

43.1.3 Days in the Catastrophic Leave Bank shall accumulate from year to year.

43.1.4 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.

43.1.5 Unit members contributing to the Bank and meeting the criteria set forth in Article 24.6, Sick Leave Incentive, shall not be adversely affected.

### **43.2 Eligibility and Contributions**

- 43.2.1 All unit members on active duty with the District are eligible to contribute to the Catastrophic Leave Bank provided that the unit member has accrued no less than one (1) year's annual accrual of sick leave days after making the required annual contribution to the Bank. The amount shall be based on the unit member's current assignment at the time that the contribution is required.
- 43.2.2 Participation is voluntary, but requires contribution to the Bank as defined below. Only contributors will be permitted to withdraw from the Bank.
- 43.2.3 Contributions for the fiscal year shall be made during the enrollment period between July 1 and October 31 of each school year. Unit members returning from extended leave which included the enrollment period and new hires with transferable sick leave will be permitted to contribute within 30 calendar days of beginning work.
- 43.2.4 The annual rate of contribution by each participating unit member for each school year shall be equivalent to one (1) duty day as outlined in 43.1.2 up to a maximum of one-half (1/2) of the unit member's annual accrual.
- 43.2.5 A unit member's eligibility for the Bank terminates automatically if they fail to make the required annual contribution.
- 43.2.6 The Organization and the District shall meet prior to April 30 of each school year to consider the appropriateness of a waiver of the annual donation requirement for current members of the Bank, based on the total number of days accrued in the Bank and the expected utilization of those days.

### 43.3 **Withdrawal from the Bank**

- 43.3.1 Catastrophic Leave Bank participants whose accrued sick leave is exhausted may request a withdrawal from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member for an extended period of time, or that incapacitates a member of the employee's family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, as defined in Education Code 44043.5(a)(1). This definition does not include workers' compensation related injuries or illnesses. A "family member" shall include all persons defined as follows: the employee's parent, child, spouse, grandparent, grandchild, and sibling, including adoptive, foster, step- and in-law relations, and including any registered and unregistered domestic partners, a "designated person" as defined in Section 40.3.1.3, and any relative living in the immediate household of the employee.
- 43.3.2 Unit members must use all accrued leave available to them, but not differential leave as defined in Article 24.2 before eligible for a withdrawal from the Bank.

Additionally, personal necessity leave need not be exhausted before making a request for withdrawal from the Catastrophic Leave Bank.

- 43.3.3 If a unit member is incapacitated, applications may be submitted by the participant's agent or member of the family.
- 43.3.4 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty duty days. Unit members may submit a request for an extension. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty duty days. Unit members may submit a request for an extension of a withdrawal for one (1) additional twenty-duty day allotment for each catastrophic illness or injury. Catastrophic leave days not used by the unit member shall be returned to the Catastrophic Leave Bank.
- 43.3.5 If a reoccurrence of the same illness or injury incapacitates a unit member, a request for withdrawal may be made if the unit member has returned to work for at least ninety consecutive duty days.
- 43.3.6 Participants in the Bank shall make requests for withdrawal of duty days to CVCEO and will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. If the request for withdrawal is based on the illness or injury of a family member as defined in Section 43.3.1, the doctor's statement shall also indicate the need of the family member to receive care. Participants shall submit the Request for Withdrawal form and doctor's statement to the Human Resources Office, which will verify that the unit member has contributed to the Catastrophic Leave Bank such that they are potentially eligible for withdrawal. Then the request will be sent to the CVCEO President or designee for approval or disapproval. The request shall be considered and a written decision rendered within ten (10) working days of receipt of the request.
- 43.3.7 In the event that the request is approved, the unit member making the request and the Human Resources Office shall be notified in writing of the approval, including the number of duty days to be withdrawn.
- 43.3.8 In the event that the request is denied, the unit member making the request and the Human Resources Office shall be notified in writing of the denial. The unit member may appeal the denial to a review committee consisting of one (1) District representative and two (2) Organization representatives. The designated review committee must come to a majority decision and shall keep information regarding the nature of the illness or injury confidential. The decision of the review committee shall be reported in writing to the unit member within ten (10) duty days of receipt. This decision shall be final and not subject to the grievance process of the Agreement.
- 43.3.9 If the Catastrophic Leave Bank does not have sufficient to fund a withdrawal request, the District is under no obligation to provide days. In such event, the District and the Organization shall meet to consider a request of voluntary donations from the current participants for the purpose of replenishing the

Bank. If a request is denied because of insufficient days to fund the request, the request may be reconsidered by Human Resources Services and Support Division at such time as sufficient donated days are available.

43.3.10 Approved withdrawals shall become effective immediately upon the exhaustion of the unit member's accrued leave.

#### 43.4 **Administration of the Bank**

43.4.1 The Human Resources Services and Support Division shall have the responsibility of maintaining the records of the Catastrophic Leave Bank.

43.4.2 The Human Resources Services and Support Division shall provide application forms for contributions to unit members annually.

43.4.3 Representatives of the District shall meet with representatives of the Organization no later than September 30 of each school year to provide the following information:

43.4.3.1 The total number of accumulated days contributed by unit members.


43.4.3.2 The names of participating unit members.

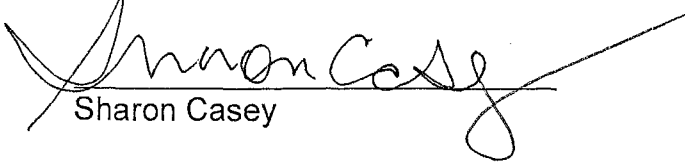
43.4.4 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned as determined by the District and the Organization to the current members of the Bank.

## ARTICLE 44. DURATION OF AGREEMENT

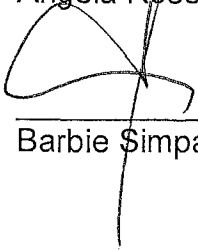
44.1 Upon ratification by both parties, this Agreement shall be in effect from July 1, 2023, until June 30, 2026.

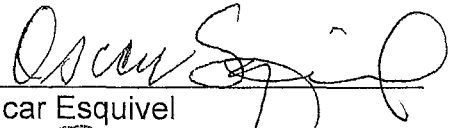
For the District:

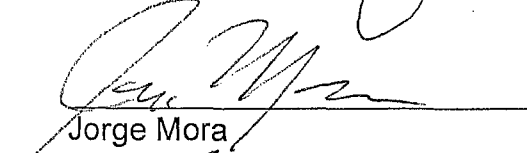
  
\_\_\_\_\_  
Jason Romero

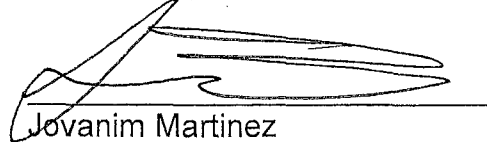
  
\_\_\_\_\_  
Sharon Casey

  
\_\_\_\_\_  
Angela Rosendale

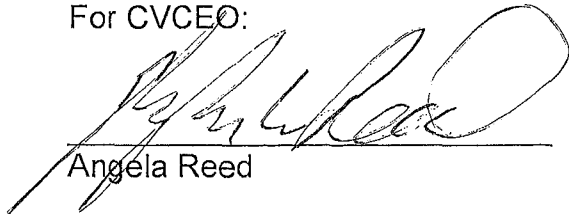
  
\_\_\_\_\_  
Barbie Simpauco


  
\_\_\_\_\_  
Oscar Esquivel

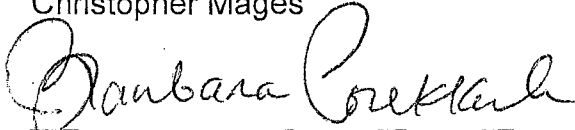
  
\_\_\_\_\_  
Jorge Mora

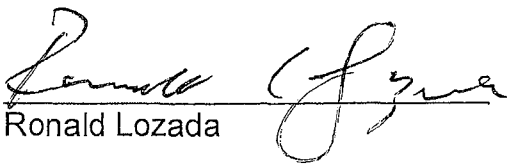
  
\_\_\_\_\_  
Jovanim Martinez

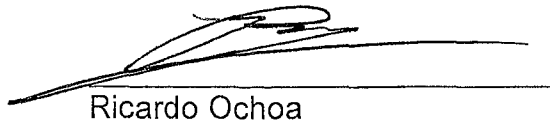
For CVCEO:

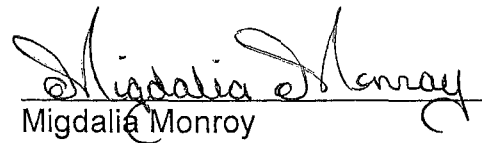
  
\_\_\_\_\_  
Angela Reed

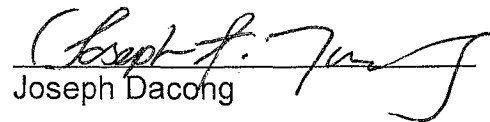
  
\_\_\_\_\_  
Christopher Mages

  
\_\_\_\_\_  
Barbara Poukkula

  
\_\_\_\_\_  
Ronald Lozada

  
\_\_\_\_\_  
Ricardo Ochoa

  
\_\_\_\_\_  
Migdalia Monroy

  
\_\_\_\_\_  
Joseph Dacong

# **APPENDIX**

# CHULA VISTA ELEMENTARY SCHOOL DISTRICT RECLASSIFICATION QUESTIONNAIRE 2023-2024



*Each Child is an Individual of Great Worth*

**Instructions:** This questionnaire is designed to collect information about levels of skill, effort and responsibility required of job assignments. Please read the entire questionnaire before answering any of the questions. Space is provided at the end of the questionnaire for additional or expanded comments. Please type or print legibly.

**SPECIAL NOTE: ONLY COMPLETED PACKETS SUBMITTED BY 5:00 P.M.  
February 9th, 2024 WILL BE REVIEWED.**

Current Job Title \_\_\_\_\_

Print Name \_\_\_\_\_

School/Department \_\_\_\_\_

Immediate Supervisor's Name \_\_\_\_\_

How long have you been in your current position? \_\_\_\_\_ Years

**I. POSITION DESIRED**

What is the position you believe you should be reclassified into? *(Must be a Board approved position that currently exists):*

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**II. JOB DESCRIPTION AND TASKS**

Briefly describe the primary function of your job:

---



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---

List the **major duties** of the job that you currently perform. Begin each statement with an active verb, for example, "Operate," "Record," "Prepare," etc. Indicate the frequency of the tasks by circling the appropriate number in the space provided. Please attach additional sheets if necessary.

- Frequency  
 D = Daily--everyday  
 W = Weekly--at least once a week  
 6 = 6 Weeks--at least once every six weeks or monthly  
 S = Semester--at least once a semester  
 Y = Yearly--at least once a year

Task	Frequency				
<i>Example: Type correspondence for supervisor</i>	D	W	6	S	Y
1. _____	D	W	6	S	Y
2. _____	D	W	6	S	Y
3. _____	D	W	6	S	Y
4. _____	D	W	6	S	Y
5. _____	D	W	6	S	Y
6. _____	D	W	6	S	Y
7. _____	D	W	6	S	Y
8. _____	D	W	6	S	Y
9. _____	D	W	6	S	Y
10. _____	D	W	6	S	Y

List your three most significant job responsibilities:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**III. KNOWLEDGE/EXPERIENCE**

This factor measures the required knowledge and experience that provides you with the abilities and skills necessary to perform your job satisfactorily.

(1) **Education** -- Circle the level of education required and write in any licenses or certifications required **before** entering the job.

- A. Some schooling
- B. High school or equivalency
- C. Business school or technical training school (Please specify) \_\_\_\_\_
- D. Associate's Degree (Please specify) \_\_\_\_\_

List any licenses or certifications **required** for job entry: \_\_\_\_\_

(2) **Experience** -- Circle the letter that best indicates the amount of related work experience necessary for a person to **enter** this job and, where applicable, indicate the number of years:

- A. No related work experience required
- B. Some work experience required \_\_\_\_\_(years)
- C. Specific work experience doing this kind of job required \_\_\_\_\_(years)
- D. Extensive work experience including supervision of other employees required \_\_\_\_\_(years)

(3) **Job Knowledge** -- Circle the letter that best describes the level of knowledge and skills required to perform the tasks and functions associated with the job tasks **before entering** the job:

- A. Ability to follow oral or written instructions
- B. Ability required to follow procedures or operate machines regularly used in performing job tasks
- C. Specialized knowledge required to interpret and apply technical procedures or repair complex machines
- D. Knowledge of all job-related skills necessary to train and oversee other employees

List any specific skills or job knowledge that are requirements to enter this job: \_\_\_\_\_

**IV. JOB COMPLEXITY**

This factor identifies the nature and variety of activities you perform and the level of complexity involved in the job.

(4) **Job Structure** -- Circle the letter corresponding to the degree of control associated with the job:

- A. Most work activities set with little change from the established schedule of job tasks
- B. Self-initiative to determine sequence or priority of daily activities
- C. Determine whether or not to perform activity according to schedule of activities

D. Determine and evaluate alternatives to achieve primary job goals

(5) **Work Assignments** -- What resources, if any, do you use daily or regularly to perform your primary job duties? (Include agencies, publications, manuals, etc.) \_\_\_\_\_

---



---

(6) **Difficulty** -- In the space below, list your most difficult job tasks and briefly explain what makes them difficult.

List the most difficult job tasks you perform:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

List what makes these tasks difficult: \_\_\_\_\_

---



---

(7) **Learning Time** -- Circle the letter corresponding to the amount of on-the-job training required **after entering** the job until you are producing independently and are aware of all tasks, even though you may not have performed every task yet:

- A. 1 week
- B. 6 weeks
- C. 3 months
- D. 6+ months

(8) **Supervision Received** -- Circle the letter that best describes the level of supervision you receive:

- A. Supervision usually present and work is regularly reviewed
- B. Supervision generally available and work reviewed or audited
- C. General directions given and work done according to established procedures
- D. Broad assignments are given involving numerous subprojects; employee typically chooses which assignments take priority
- E. Only results are checked; work is planned and arranged by employee to accomplish defined district objectives

## V. DECISION MAKING

This factor identifies the level of decision making typically involved in the job, the level of difficulty of job tasks, and the extent of planning and problem-solving activities required of the job.

(9) **Decision Making** -- In the space provided below, give some examples of the types of decisions you have to make in your job:

1. \_\_\_\_\_
2. \_\_\_\_\_

3. \_\_\_\_\_

Give an illustration of a routine decision in your job: \_\_\_\_\_

\_\_\_\_\_

(10) **Problem Solving** -- Describe some typical job-related problems:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

(11) **Problem Solving** -- Circle the letter corresponding to the way knowledge, experience, and judgment are applied to typical job-related problems:

- A. Problems referred to supervisor
- B. Common sense resolves most problems
- C. Prior training or experience used to identify possible solutions and actions
- D. Relevant principles typically used to solve a variety of practical problems and situations

(12) **Indicate** the job title of the person you normally refer problems to that you cannot solve:

\_\_\_\_\_

## VI. JOB ACCOUNTABILITY

This factor measures the degree of possible loss of goodwill, property, or funds, and the degree of financial activity in the job. It also measures the degree of public contact involved in the job.

(13) **Impact** -- Circle the letter that best describes the level of effect that a loss of goodwill, funds, materials and/or equipment could have on the district because of an error in the performance of your job:

- A. Some inconvenience to others or disruption within work unit
- B. Noticeable inconvenience to others or service effect on department or campus
- C. Noticeable disruption or service effect on department, campus, or district
- D. Major effect involving critical amounts of funds, materials, or goodwill

(14) **Effect of Errors** -- Give some *examples* of the type of serious errors that could be made in your job and the effect these errors would have on the department, campus, and/or district:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

(15) **Indicate** the job title(s) of persons normally referred to you for problems they cannot solve: \_\_\_\_\_

\_\_\_\_\_

(16) **Financial** -- Circle the letter that best describes the type of involvement your job has in the budget process:

- A. Using or requesting resources to perform the job
- B. Purchasing, stocking, or distributing materials or equipment for others or self
- C. Regularly initiating requests or monitoring for others
- D. Approving (signing) resource requests and participating in the development of the budget
- E. Responsible for independently developing a component of the budget

Indicate the approximate dollar amount of the resources you are accountable for: \$ \_\_\_\_\_

(17) **Working with Others** -- What type of contact does this job frequently have with other people (other than the immediate supervisor and co-workers) inside and outside the district? Indicate the frequency, type, and purpose of these contacts. Circle the most significant contact and check the contact with whom you spend most of your time:

<u>Frequency</u>				<u>Type of Contact</u>	<u>Typical Purpose</u>
Example:					
D	W	6	S	Parents	Schedule meetings, answer questions
(Circle One)					
D	W	6	S	1.	1.
D	W	6	S	2.	2.
D	W	6	S	3.	3.
D	W	6	S	4.	4.
D	W	6	S	5.	5.

**VII. WORK ENVIRONMENT**

(18) **Equipment Operation** -- What types of office equipment, including computer hardware/software, or machinery, if any, do you **routinely** operate in this job? Please be specific: \_\_\_\_\_

(19) **Working Conditions** -- Indicate the degree of hazardous working conditions and physical demands that are normally present in this job. Circle the appropriate rating according to the following scales and indicate the percent of time in a normal work week spent working under such conditions:

1=Little or no discomfort    2=Some discomfort    3=Possible injury/illness    4=Potentially hazardous

<u>Type of Conditions</u>	<u>Hazard Level of Job</u>				<u>Percent of Time</u>
1. Lifting or carrying less than 10 lbs.	1	2	3	4	_____
2. Lifting or carrying 10 to 30 lbs.	1	2	3	4	_____
3. Lifting or carrying more than 30 lbs.	1	2	3	4	_____
4. Stooping, bending, or kneeling	1	2	3	4	_____
5. Keyboarding or reading	1	2	3	4	_____
6. Exposure to extreme hot or cold temperatures	1	2	3	4	_____

- |   |   |   |   |   |       |
|---|---|---|---|---|-------|
| 7. Walking, climbing, or reaching                             | 1 | 2 | 3 | 4 | _____ |
| 8. Exposure to toxic chemicals, materials, or other irritants | 1 | 2 | 3 | 4 | _____ |

Give an example for each category you rated a 3 or 4: \_\_\_\_\_

**VIII. SUPERVISION**

This factor identifies the level of supervision and evaluation of employees involved in the job.

(20) **Employee Responsibility** -- Fill in the blanks to answer A and B. Check the appropriate boxes for the remaining questions:

A. How many employees do you supervise *directly*? \_\_\_\_\_

B. List job titles of employees you supervise \_\_\_\_\_

- |   |     |    |
|---|-----|----|
| C. Do you initiate hiring of district personnel?                  | Yes | No |
| D. Do you initiate disciplinary action of district personnel?     | Yes | No |
| E. Do you initiate firing of district personnel?                  | Yes | No |
| F. Do you direct or coordinate the activities of other employees? | Yes | No |

(21) **Evaluation** -- Circle the letter that best identifies the evaluation responsibility the job has over other employees and list how many:

	How Many?	Illustration
A. None	_____	_____
B. Schedules work of other employees	_____	_____
C. Monitors the work of other employees	_____	_____
D. Assists in appraising other employees	_____	_____
E. Serves as primary appraiser	_____	_____

**IX. CURRENT JOB DESCRIPTION**

Obtain your current job description from Human Resources. Make any recommended changes and submit with this questionnaire.

**X. ADDITIONAL COMMENTS**

Describe any other information you feel is important about your job assignment: Proposed job title, pay

range (OPTIONAL) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Comments - continued –  
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\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

The Chula Vista Elementary School District is committed to providing equal educational, contracting and employment opportunity to all in strict compliance with all applicable State and Federal laws and regulations. The District's programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics, or association with a person or group with one or more of these actual or perceived characteristics. (CVESD Board Policy 0410.) The District office that monitors compliance is the Human Resource Services and Support Office, 84 East J Street, Chula Vista, CA 91910, phone (619) 425-9600, Ext 181340. Any individual who believes s/he has been a victim of unlawful discrimination in employment, contracting, or in an educational program may file a formal complaint with the District's Human Resource Office.

Chula Vista Elementary School District

**CLASSIFIED PERFORMANCE EVALUATION REPORT**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Location: \_\_\_\_\_ Position: \_\_\_\_\_

Probationary: 4 month  6 month  Supplemental   
 Permanent: Annual  Biennial  Supplemental  Appraisal Period: From \_\_\_\_\_ To \_\_\_\_\_

Previous Appraisal Period: From \_\_\_\_\_ To \_\_\_\_\_

		E	M	N	U
<b>Work Habits</b>	Compliance with daily schedule (observance of work hours) - Makes good use of time -Takes responsibility for and exercises good judgment in completing tasks				
<b>Quality of Work</b>	Follows directions - Work is accurate - Work is complete and on time - Takes proper care of equipment - Observes safety factors - Applies necessary job skills and knowledge				
<b>Adaptability</b>	Ability to learn on the job - Ability to perform under changes in work or conditions - Ability to perform in emergencies. Exhibits flexibility.				
<b>Initiative</b>	Works without close supervision - Sees things to do without being told - Plans and schedules work effectively - Makes proper suggestions about how work might be done more effectively				
<b>Attitude</b>	Interested and enthusiastic in performance of duties - Gets along well and works effectively with co-workers - Welcomes suggestions for improvement				
<b>Public Relations</b>	Deals in an appropriate way and pleasantly with staff, students and public - Handles confidential information properly - Appropriately attired for area assigned - Uses appropriate language				

E = Exceeds district standards      M = Meets district standards      N = Needs Improvement      U = Unsatisfactory

**COMMENTS SECTION MUST BE COMPLETED**

**Overall Rating:** Exceeds District Standards:  Meets District Standards:  Does not meet District Standards:   
*(needs to be accompanied by specific assistance plan)*

**Comments:** Supervisors are to provide rationale for employee ratings. Note progress achieved on previously established goals, record specific goals and/or improvement programs to be undertaken in the next evaluation period, and address attendance problems.

This Performance Evaluation Report has been discussed with the employee. Yes \_\_\_\_\_ No \_\_\_\_\_  
 If not, why?

- \_\_\_\_\_ I have read the above evaluation
- \_\_\_\_\_ I agree with the evaluation
- \_\_\_\_\_ I disagree with the evaluation (comments may be attached within 10 working days)

Signature of Employee	Date	Signature of Principal/Department Head/Supervisor	Date
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## ARTICLE 9. EVALUATION PROCEDURES

- 9.1 Bargaining unit members shall be evaluated at least once every other school year. This shall not be deemed to limit the District from evaluating any bargaining unit member more than once every other school year as the District deems appropriate. The District may issue a Classified Interim Evaluation Report at any time the unit member's performance has shown deterioration or a marked improvement since the last evaluation or Classified Interim Evaluation Report.
- 9.1.1 Probationary employees must complete six (6) months or 130 days of paid service, whichever is longer, prior to becoming permanent.
- 9.1.2 Probationary employees may be released without cause.
- 9.1.3 Normally, probationary employees will receive evaluations at four (4) and six (6) months. However, a probationary employee may be released without any evaluation. For purposes of this section, four (4) months shall be calculated as 120 days, each day being defined in the same manner as defined in Section 9.1.1 above.
- 9.1.4 The District agrees to provide each newly hired employee with the date upon which they are expected to complete their probationary period at or around the time that person is hired. In the event the District neglects to provide a new employee with this date, the District's failure to do so shall not affect the employee's status as probationary or affect the date upon which that employee completes their probationary period.
- 9.2 At the beginning of the school year in which a bargaining unit member is to be regularly evaluated, that bargaining unit member will be given a copy of a blank "Classified Performance Evaluation Report" to familiarize them with the areas in which they will be evaluated. Failure to provide this document to the bargaining unit member shall not affect the District's ability to conduct the evaluation.
- The District may implement a Classified Interim Evaluation Report (Appendix J) when it deems appropriate regardless of whether the employee has been evaluated or the rating on the most recent evaluation was an overall rating of "Does not meet District standards."
- 9.3 The evaluator of any classified employee whose work assignment is observed more closely by a certificated employee(s), a classified lead person(s), or other supervisor(s) may seek the appropriate input prior to completing the final evaluation. Evaluative conclusions are at the sole discretion of the District and not a subject of grievance. In those instances where an employee receives an overall rating of "Does not meet District standards," the employee may request that the District and CVCEO review the conclusions of the Evaluator. Should there be no agreement on modification of the conclusions; the sole remedy of the unit member will be found in 9.4.
- 9.4 The bargaining unit member must indicate on the "classified performance evaluation report" that they have read the evaluation, agrees with the evaluation, or disagrees with the evaluation and wishes to attach a signed written statement to be submitted to the evaluator within ten (10) days indicating the areas of agreement and the reasons for disagreement. No reprisals will be taken against any bargaining unit member for reasons of submitting such written statement.
- 9.5 No permanent bargaining unit member shall receive any rating of "Needs Improvement" and/or "Unsatisfactory" unless the employee was given prior notice of such performance and/or conduct and was provided a reasonable opportunity to show improvement. Prior notice constitutes conference summaries, electronic mail documents, and any other disciplinary documents presented to employee.
- Permanent unit members receiving a performance evaluation report with an overall rating of "Does not meet District Standards" will have an accompanying assistance plan. The "Plan of Assistance" form (Appendix I) referenced on the Classified Performance Evaluation Report will be attached. The District may use a Plan of Assistance after issuing a Classified Interim Evaluation Report and concluding the employee failed to make the progress expected in that Report.
- 9.6 When a bargaining unit member is excessively or abusively absent, the District's operational efficiency will be negatively impacted. Attendance issues will be noted on the "Classified Performance Evaluation Report" by indicating the number of days the bargaining unit member was absent during the period of evaluation. Numbers alone will not be the only criteria for noting problems. Employees who evidence an unusual number of absences on Friday's, Monday's, days before or after holidays will be rated negatively on attendance.
- 9.7 Four or more categories rated as "E" (Exceeds District Standards) without any ratings of "N" (Needs Improvement) and/or "U" (Unsatisfactory) will automatically give an overall rating of "Exceeds District Standards."
- 9.8 The District and the Organization shall establish a joint "Evaluations Committee" which shall review and adjust the current evaluation procedures and forms, as needed.

<b>OFFICE USE ONLY</b>
<b>DATE RECEIVED</b>
<b>GRIEVANCE #</b> _____

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

**CLASSIFIED GRIEVANCE REPORT FORM**

**LEVEL I**

This form to be used only after Informal Conference and/or Conflict Resolution has been held and grievance is not resolved, or in cases where the grievance is initiated at Level I. Please refer to Article 31 of the Agreement Between Chula Vista Classified Employees Organization and the Chula Vista Elementary School District.

**TYPE OR PRINT ONLY**

LAST NAME	FIRST NAME	M.I.	DATE
SCHOOL/DEPARTMENT			POSITION
PRINCIPAL/SUPERVISOR			

**OCCURRENCE:** *(Please include specific information as outlined in Article 31 of the Agreement)*

**PROPOSED REMEDY TO GRIEVANCE:**

I discussed this with my Principal/Supervisor on:	
_____	_____
Date	Signature of Grievant
(Not applicable if grievance is Initiated at Level I)	

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

- Distribution:** White -- Grievant  
 Pink -- Superintendent  
 Canary -- Principal/Immediate Supervisor  
 Green -- Human Resources  
 Goldenrod -- Organization

<b>OFFICE USE ONLY</b>
<b>DATE RECEIVED</b>
<b>GRIEVANCE #</b> _____

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
**CLASSIFIED GRIEVANCE REPORT FORM**  
**LEVEL II**  
**SUPERINTENDENT/DESIGNEE**

**TYPE OR PRINT ONLY**

LAST NAME	FIRST NAME	M.I.	DATE
SCHOOL/DEPARTMENT			POSITION
PRINCIPAL/SUPERVISOR			

**OCCURRENCE:** *(Please reiterate events as stated on Level I Grievance Form. Please attach written Level I Response, if any.)*

**PROPOSED REMEDY TO GRIEVANCE:**

I met with my Principal/Supervisor on:	
_____	_____
Date	Signature of Grievant

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

- Distribution:** White -- Grievant  
 Pink -- Superintendent  
 Canary -- Principal/Immediate Supervisor  
 Green -- Human Resources  
 Goldenrod -- Organization

<b>OFFICE USE ONLY</b>
<b>DATE RECEIVED</b>
<b>GRIEVANCE # _____</b>

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
**CLASSIFIED GRIEVANCE REPORT FORM**  
**LEVEL III**  
**BOARD OF EDUCATION**

**TYPE OR PRINT ONLY**

LAST NAME	FIRST NAME	M.I.	DATE
SCHOOL/DEPARTMENT			POSITION
PRINCIPAL/SUPERVISOR			

**OCCURRENCE:** *(Please reiterate events as stated on Level I Grievance Form. Please attach written Level I and II Responses, if any.)*

**PROPOSED REMEDY TO GRIEVANCE:**

I met with Superintendent/Designee on:	
_____	_____
Date	Signature of Grievant

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

- Distribution:**
- White -- Grievant
  - Pink -- Superintendent
  - Canary -- Principal/Immediate Supervisor
  - Green -- Human Resources
  - Goldenrod -- Organization



OFFICE USE ONLY

CHULA VISTA ELEMENTARY SCHOOL DISTRICT

CLASSIFIED GRIEVANCE REPORT FORM

LEVEL II RESPONSE

DATE RECEIVED

Grievance # \_\_\_\_\_

Meeting Date: \_\_\_\_\_

GRIEVANCE REVIEWED – LEVEL II

DECISION OF SUPERINTENDENT/DESIGNEE

Grievant Name:

Grievance Subject:

School/Department:

SIGNATURE: \_\_\_\_\_  
Superintendent/Designee Title Date

SIGNATURE: \_\_\_\_\_  
Grievant Date Received

ATTACH ADDITIONAL SHEETS IF NECESSARY

- Distribution:** White -- Grievant  
 Pink -- Superintendent  
 Canary -- Principal/Immediate Supervisor  
 Green -- Human Resources  
 Goldenrod -- Organization

<b>OFFICE USE ONLY</b>
<b>DATE RECEIVED</b>

CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
**CLASSIFIED GRIEVANCE REPORT FORM**  
**LEVEL III RESPONSE**

Grievance # \_\_\_\_\_

Date of Hearing: \_\_\_\_\_

<b>GRIEVANCE REVIEWED – LEVEL II</b>	<b>DECISION OF THE BOARD OF EDUCATION</b>
<b>Grievant Name:</b>	<b>Grievance Subject:</b>
<b>School/Department:</b>	

SIGNATURE: \_\_\_\_\_  
Secretary of the Board of Education Date

SIGNATURE: \_\_\_\_\_  
Grievant Date Received

**ATTACH ADDITIONAL SHEETS IF NECESSARY**

**Distribution:** White -- Grievant  
Pink -- Superintendent  
Canary -- Principal/Immediate Supervisor  
Green -- Human Resources  
Goldenrod -- Organization

**Chula Vista Elementary School District  
PLACEMENT OF POSITIONS ON SALARY SCHEDULE**

**APPENDIX D-1**

<b>POSITION</b>	<b>RANGE</b>			
<b>ACCOUNTING/PAYROLL</b>		<b>CHILD NUTRITION SERVICES (CNS)</b>		
Accountant.....	41	CNS I.....	15	Junior Buyer.....
Accounting Technician I.....	26	CNS II.....	16	Junior Programmer.....
Accounting Technician II Accounts Payable/Student Org.....	31	CNS III.....	19	Lead Buyer.....
Accounting Technician III.....	33	CNS IV.....	25	Lead Digital Imaging Technician.....
Accounting Technician IV.....	35	CNS Baker.....	19	Lead Storekeeper/Lead Driver.....
Attendance Accounting Technician.....	38	CNS Specialist.....	33	Network Administrator.....
Payroll Specialist I.....	29	Child Nutrition Technician.....	31	Network Analyst.....
Payroll Specialist II.....	31	Commercial Appliance/HVAC Technician.....	39	Network Technician.....
Payroll Specialist III.....	37			Programmer Analyst.....
<b>CLERICAL/SECRETARIAL</b>		<b>INSTRUCTIONAL SERVICES</b>		
CALPADS Pupil Services/Special Education Technician.....	35	Adapted Aquatics Program Specialist.....	22	Publications Technician.....
Clerk I.....	15	Autism and Behavior Support Assistant.....	25	Senior Programmer Analyst.....
Clerk II.....	19	English Learner Support Technician IV.....	28	Senior Systems Analyst.....
Clerk-Typist I.....	15	Family Literacy Technician.....	21	Storekeeper II.....
Clerk-Typist II.....	19	Instructional Assistant.....	15	Student, Family, and Community Svc's Technology Spec.....
Clerk-Typist II (Translator).....	25	Instructional Assistant-Special Ed.....	18	Technology Equipment Technician.....
Clerk-Typist III.....	22	Instructional Assistant, Behavioral Specialist.....	22	Technology Equipment Technician II.....
Clerk-Typist III (Family Resource Center).....	22	Instructional Assistant, CBET.....	20	Technology Services Technician.....
Community Referral Clerk.....	20	Instructional Assistant, Computer Lab.....	17	
Community Relations Liaison.....	32	Instructional Assistant, ELL.....	17	<b>FACILITIES/MAINTENANCE/OPERATIONS</b>
Community Schools Site Coordinator.....	45	Instructional Assistant, Even Start.....	16	Carpenter/Glazier.....
English Learner Support Technician.....	24	Instructional Asst – Home & Sch Partnership Program.....	16	Carpenter/Glazier-Entry Level.....
Expanded Learning Programs Specialist.....	44	Instructional Asst – Immigrant Family/Student Support Arabic, Farsi, Japanese, Korean, Mandarin, Russian, Tagalog, Thai.....	15	Custodian I.....
Facilities Technician.....	30	Instructional Assistant – Language, Speech & Hearing.....	16	Custodian II.....
Human Resources Technician I (Switchboard Operator).....	22	Instructional Assistant, Parent Education.....	16	Electrician.....
Human Resources Technician II.....	25	Instructional Assistant, PIP Behavior Support.....	20	Electrician-Entry Level.....
Human Resources Technician III (Sub Desk).....	27	Instructional Assistant, Preschool & Child Dev.....	18	ESSC Plant Operator.....
Human Resources Technician IV (Substitute Desk).....	28	Instructional Assistant, School Readiness Program.....	17	ESSC Plant Operator Assistant.....
Human Resources Analyst (Substitute Desk).....	36	Instructional Assistant, Special Needs Demo Project.....	16	Filter Technician.....
Medi-Cal Admin Activities/Local Educ Agency Program Asst.....	30	Instructional Assistant, Transitional Kindergarten.....	18	Floor Covering-Entry Level.....
Military Family Advocate.....	20	Instructional Assistant, Volunteer Projects.....	15	Floor Covering Technician.....
Noon Duty Supervisor.....	15	Interpreter-DHH.....	41	Gardener-Groundskeeper.....
Parent Community Liaison.....	20	Student Support Assistant - KIDCO.....	15	Gardener-Groundskeeper-Entry Level.....
Planning Technician.....	30	Lead Instructional Assistant-ELL.....	20	General Maintenance.....
Planning and Facilities Technician.....	35	Lead Occupational Therapist.....	58	General Maintenance-Entry Level.....
Pupil Services/Special Education Technician.....	33	Licensed Mental Health Clinician.....	56	General Maintenance-Equipment Operator.....
School Attendance Secretary/Health Specialist.....	28	Licensed Vocational Nurse.....	30	General Maintenance-Fabricator.....
School Health Clerk.....	22	Occupational Therapy Assistant.....	37	General Maintenance Roofer/Floorer.....
School Secretary.....	30	Occupational Therapist.....	55	Grounds Equipment Operator.....
School Readiness/Spec Needs Demo Proj Tech.....	30	Outreach Consultant.....	36	Irrigation Specialist.....
Secretary I.....	25	Parent Engagement Liaison.....	20	Lead Carpenter/Glazier.....
Secretary II.....	29	Registered Behavior Technician.....	32	Lead Electrician.....
Secretary II (Summer School & NCLB).....	27	Rehabilitation Equip. Technician.....	19	Lead Gardener-Groundskeeper.....
Secretary to the Director of: Curriculum & Instruction, Early Intervention, Information Services, Language Acquisition, Maintenance & Operations, Pupil Services.....	32	Speech/Language Pathology Asst.....	40	Lead General Maintenance.....
Secretary to the Executive Director.....	36	Student Attendant.....	22	Lead HVAC.....
Special Projects Technician.....	33	Student Attendant - Braille.....	22	Lead Irrigation/Central Control Specialist.....
Student Attendance/Welfare Specialist.....	33	Student Attendant-Visually Impaired Student Support.....	21	Lead Locksmith.....
Student Placement Lead.....	38	Wellness Projects Specialist.....	40	Lead Locksmith/Plumber.....
Student Placement Specialist.....	36			Lead Painter.....
Student Placement Technician.....	29	<b>INFO SYSTEMS/PURCHASING/WAREHOUSE</b>		Lead Plumber.....
Translator/Interpreter.....	34	Buyer.....	32	Locksmith.....
Welfare & Attendance Clerk (School).....	18	Communications Technician.....	35	Locksmith-Entry Level.....
<b>LIBRARY/MEDIA SERVICES</b>		Computer Support Technician I.....	33	Painter.....
Cataloging Technician.....	26	Computer Support Technician II.....	37	Painter-Entry Level.....
Instructional Media Center Library Technician.....	29	Computer Support Technician III.....	40	Plumber.....
Instructional Services Textbook Technician.....	31	Delivery Driver/Storekeeper II.....	25	Plumber-Entry Level.....
Library Media Technician.....	23	Digital Imaging Technician I.....	26	Roofer.....
Library/Technology Technician.....	26	Digital Imaging Technician II.....	30	Roofer-Entry Level.....
Media Cataloger.....	29	Digital Media Specialist.....	42	Roofer-Floorer.....
Ordering and Purchasing Media Clerk.....	24	Senior Digital, Visual and Interactive Media Analyst.....	56	Trades I HVAC.....
		ESSC Lead Information Technology Specialist.....	42	Trades II HVAC.....
		Hardware Technician I.....	32	Trades III HVAC.....
		Hardware Technician III.....	39	Trades IV HVAC.....
		Information Services Support Clerk.....	19	
		Info Tech Comm/Web Specialist.....	48	<b>TRANSPORTATION</b>
				Automotive Mechanic.....
				Automotive Mechanic II.....
				Automotive Mechanic Helper.....
				Bus Attendant.....

Chula Vista Elementary School District  
PLACEMENT OF POSITIONS ON SALARY SCHEDULE

Bus Driver .....	26
Bus Driver/Driver Instructor .....	32
Bus Driver/Transportation Assistant .....	27
Dispatcher .....	31
Heavy Equipment Mechanic .....	37
Lead Bus Driver .....	32
Lead Mechanic .....	41
Passenger Van Driver .....	22
Transportation Technology Support Technician I .....	34
Transportation Lead Instructor .....	34
Transportation Specialist .....	31
Transportation Routing and Planning Specialist .....	32

**Chula Vista Elementary School District  
2023-24  
Classified Employees' Salary Schedule  
Monthly**

**APPENDIX E-1**

Hourly <u>Step 1</u>	<u>Range</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Range</u>
16.43	12	2,859.09	2,994.57	3,134.95	3,295.37	3,445.84	3,611.31	3,791.87	12
16.83	13	2,929.26	3,079.77	3,230.09	3,375.61	3,541.03	3,716.62	3,902.46	13
17.21	14	2,994.57	3,134.95	3,295.37	3,445.84	3,611.31	3,791.84	3,981.43	14
17.70	15	3,079.77	3,230.09	3,375.61	3,541.03	3,716.62	3,887.07	4,081.43	15
18.02	16	3,134.95	3,295.37	3,445.84	3,611.31	3,791.84	3,967.38	4,165.75	16
18.56	17	3,230.09	3,375.61	3,541.03	3,716.62	3,887.07	4,082.67	4,286.80	17
18.94	18	3,295.37	3,445.84	3,611.31	3,791.84	3,967.38	4,152.91	4,360.55	18
19.40	19	3,375.61	3,541.03	3,716.62	3,887.07	4,082.67	4,273.18	4,486.84	19
19.80	20	3,445.84	3,611.31	3,791.84	3,967.38	4,152.91	4,363.43	4,581.60	20
20.35	21	3,541.03	3,716.62	3,887.07	4,082.67	4,273.18	4,478.77	4,702.71	21
20.75	22	3,611.31	3,791.84	3,967.38	4,152.91	4,363.43	4,569.10	4,797.55	22
21.36	23	3,716.62	3,887.07	4,082.67	4,273.18	4,478.77	4,689.44	4,923.91	23
21.79	24	3,791.84	3,967.38	4,152.91	4,363.43	4,569.10	4,789.62	5,029.10	24
22.34	25	3,887.07	4,082.67	4,273.18	4,478.77	4,689.44	4,915.05	5,160.80	25
22.80	26	3,967.38	4,152.91	4,363.43	4,569.10	4,789.62	5,035.46	5,287.23	26
23.46	27	4,082.67	4,273.18	4,478.77	4,689.44	4,915.05	5,150.75	5,408.29	27
23.87	28	4,152.91	4,363.43	4,569.10	4,789.62	5,035.46	5,266.05	5,529.35	28
24.56	29	4,273.18	4,478.77	4,689.44	4,915.05	5,150.75	5,411.52	5,682.10	29
25.08	30	4,363.43	4,569.10	4,789.62	5,035.46	5,266.05	5,526.82	5,803.16	30
25.74	31	4,478.77	4,689.44	4,915.05	5,150.75	5,411.52	5,667.22	5,950.58	31
26.26	32	4,569.10	4,789.62	5,035.46	5,266.05	5,526.82	5,792.61	6,082.24	32
26.95	33	4,689.44	4,915.05	5,150.75	5,411.52	5,667.22	5,948.12	6,245.53	33
27.53	34	4,789.62	5,035.46	5,266.05	5,526.82	5,792.61	6,078.44	6,382.36	34
28.25	35	4,915.05	5,150.75	5,411.52	5,667.22	5,948.12	6,238.91	6,550.85	35
28.94	36	5,035.46	5,266.05	5,526.82	5,792.61	6,078.44	6,369.31	6,687.78	36
29.60	37	5,150.75	5,411.52	5,667.22	5,948.12	6,238.91	6,544.78	6,872.02	37
30.26	38	5,266.05	5,526.82	5,792.61	6,078.44	6,369.31	6,680.16	7,014.17	38
31.10	39	5,411.52	5,667.22	5,948.12	6,238.91	6,544.78	6,865.69	7,208.98	39
31.76	40	5,526.82	5,792.61	6,078.44	6,369.31	6,680.16	7,011.16	7,361.72	40
32.57	41	5,667.22	5,948.12	6,238.91	6,544.78	6,865.69	7,206.65	7,566.98	41
33.29	42	5,792.61	6,078.44	6,369.31	6,680.16	7,011.16	7,352.16	7,719.77	42
34.18	43	5,948.12	6,238.91	6,544.78	6,865.69	7,206.65	7,547.76	7,925.15	43
34.93	44	6,078.44	6,369.31	6,680.16	7,011.16	7,352.16	7,718.16	8,104.07	44
35.86	45	6,238.91	6,544.78	6,865.69	7,206.65	7,547.76	7,923.78	8,319.97	45
36.61	46	6,369.31	6,680.16	7,011.16	7,352.16	7,718.16	8,094.22	8,498.93	46
37.61	47	6,544.78	6,865.69	7,206.65	7,547.76	7,923.78	8,304.84	8,720.08	47
38.39	48	6,680.16	7,011.16	7,352.16	7,718.16	8,094.22	8,490.42	8,914.94	48
39.46	49	6,865.69	7,206.65	7,547.76	7,923.78	8,304.84	8,726.10	9,162.40	49
40.29	50	7,011.16	7,352.16	7,718.16	8,094.22	8,490.42	8,901.58	9,346.66	50
41.42	51	7,206.65	7,547.76	7,923.78	8,304.84	8,726.10	9,114.33	9,570.05	51
42.25	52	7,352.16	7,718.16	8,094.22	8,490.42	8,901.58	9,332.16	9,798.77	52
43.38	53	7,547.76	7,923.78	8,304.84	8,726.10	9,114.33	9,555.20	10,032.96	53
44.36	54	7,718.16	8,094.22	8,490.42	8,901.58	9,332.16	9,783.57	10,272.75	54
45.54	55	7,923.78	8,304.84	8,726.10	9,114.33	9,555.20	10,017.40	10,518.27	55
46.52	56	8,094.22	8,490.42	8,901.58	9,332.16	9,783.57	10,256.81	10,769.65	56
47.73	57	8,304.84	8,726.10	9,114.33	9,555.20	10,017.40	10,501.95	11,027.05	57
48.80	58	8,490.42	8,901.58	9,332.16	9,783.57	10,256.81	10,752.95	11,290.60	58
50.15	59	8,726.10	9,114.33	9,555.20	10,017.40	10,501.95	11,009.95	11,560.44	59
51.16	60	8,901.58	9,332.16	9,783.57	10,256.81	10,752.95	11,273.08	11,836.74	60
52.38	61	9,114.33	9,555.20	10,017.40	10,501.95	11,009.95	11,542.51	12,119.64	61
53.63	62	9,332.16	9,783.57	10,256.81	10,752.95	11,273.08	11,818.38	12,409.30	62
54.91	63	9,555.20	10,017.40	10,501.95	11,009.95	11,542.51	12,100.83	12,705.88	63
56.23	64	9,783.57	10,256.81	10,752.95	11,273.08	11,818.38	12,390.04	13,009.55	64
57.57	65	10,017.40	10,501.95	11,009.95	11,542.51	12,100.83	12,686.17	13,320.48	65

**Per Board Policy 4251.1: A maximum of two (2) years of related experience for salary credit may be given. Experience must have been within the ten (10) years prior to current employment.**

<u>Longevity</u>			
11 through 13 years	4 1/2%	19 through 22 years	11 1/2%
14 through 15 years	7 1/2%	23 through 25 years	13 1/2%
16 through 18 years	9 1/2%	26 through 28 years	15 1/2%
29+ years	18%		

Adopted: January 17, 2024 (with 9% COLA eff. 7/1/2023, and Step 7 calculated at Step 6+5%)  
Effective: July 1, 2023

**Chula Vista Elementary School District  
2024-25**

**Classified Employees' Salary Schedule**

**APPENDIX E-2**

Monthly

Hourly Step 1	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Range
16.92	12	2,944.87	3,084.41	3,229.00	3,394.23	3,549.22	3,719.65	3,905.63	12
17.34	13	3,017.14	3,172.17	3,326.99	3,476.88	3,647.26	3,828.12	4,019.53	13
17.73	14	3,084.41	3,229.00	3,394.23	3,549.22	3,719.65	3,905.60	4,100.88	14
18.23	15	3,172.17	3,326.99	3,476.88	3,647.26	3,828.12	4,003.69	4,203.87	15
18.56	16	3,229.00	3,394.23	3,549.22	3,719.65	3,905.60	4,086.40	4,290.72	16
19.12	17	3,326.99	3,476.88	3,647.26	3,828.12	4,003.69	4,205.15	4,415.41	17
19.51	18	3,394.23	3,549.22	3,719.65	3,905.60	4,086.40	4,277.50	4,491.37	18
19.98	19	3,476.88	3,647.26	3,828.12	4,003.69	4,205.15	4,401.38	4,621.44	19
20.40	20	3,549.22	3,719.65	3,905.60	4,086.40	4,277.50	4,494.34	4,719.05	20
20.96	21	3,647.26	3,828.12	4,003.69	4,205.15	4,401.38	4,613.13	4,843.79	21
21.38	22	3,719.65	3,905.60	4,086.40	4,277.50	4,494.34	4,706.17	4,941.48	22
22.00	23	3,828.12	4,003.69	4,205.15	4,401.38	4,613.13	4,830.12	5,071.63	23
22.45	24	3,905.60	4,086.40	4,277.50	4,494.34	4,706.17	4,933.31	5,179.97	24
23.01	25	4,003.69	4,205.15	4,401.38	4,613.13	4,830.12	5,062.50	5,315.63	25
23.49	26	4,086.40	4,277.50	4,494.34	4,706.17	4,933.31	5,186.52	5,445.85	26
24.17	27	4,205.15	4,401.38	4,613.13	4,830.12	5,062.50	5,305.27	5,570.54	27
24.58	28	4,277.50	4,494.34	4,706.17	4,933.31	5,186.52	5,424.03	5,695.23	28
25.30	29	4,401.38	4,613.13	4,830.12	5,062.50	5,305.27	5,573.87	5,852.56	29
25.83	30	4,494.34	4,706.17	4,933.31	5,186.52	5,424.03	5,692.62	5,977.25	30
26.51	31	4,613.13	4,830.12	5,062.50	5,305.27	5,573.87	5,837.24	6,129.10	31
27.05	32	4,706.17	4,933.31	5,186.52	5,424.03	5,692.62	5,966.38	6,264.70	32
27.76	33	4,830.12	5,062.50	5,305.27	5,573.87	5,837.24	6,126.57	6,432.89	33
28.35	34	4,933.31	5,186.52	5,424.03	5,692.62	5,966.38	6,260.79	6,573.83	34
29.09	35	5,062.50	5,305.27	5,573.87	5,837.24	6,126.57	6,426.07	6,747.38	35
29.81	36	5,186.52	5,424.03	5,692.62	5,966.38	6,260.79	6,560.39	6,888.41	36
30.49	37	5,305.27	5,573.87	5,837.24	6,126.57	6,426.07	6,741.12	7,078.18	37
31.17	38	5,424.03	5,692.62	5,966.38	6,260.79	6,560.39	6,880.56	7,224.59	38
32.03	39	5,573.87	5,837.24	6,126.57	6,426.07	6,741.12	7,071.66	7,425.25	39
32.72	40	5,692.62	5,966.38	6,260.79	6,560.39	6,880.56	7,221.49	7,582.57	40
33.55	41	5,837.24	6,126.57	6,426.07	6,741.12	7,071.66	7,422.85	7,793.99	41
34.29	42	5,966.38	6,260.79	6,560.39	6,880.56	7,221.49	7,572.73	7,951.36	42
35.21	43	6,126.57	6,426.07	6,741.12	7,071.66	7,422.85	7,774.19	8,162.90	43
35.98	44	6,260.79	6,560.39	6,880.56	7,221.49	7,572.73	7,949.70	8,347.19	44
36.93	45	6,426.07	6,741.12	7,071.66	7,422.85	7,774.19	8,161.49	8,569.56	45
37.70	46	6,560.39	6,880.56	7,221.49	7,572.73	7,949.70	8,337.05	8,753.90	46
38.74	47	6,741.12	7,071.66	7,422.85	7,774.19	8,161.49	8,553.98	8,981.68	47
39.54	48	6,880.56	7,221.49	7,572.73	7,949.70	8,337.05	8,745.13	9,182.39	48
40.64	49	7,071.66	7,422.85	7,774.19	8,161.49	8,553.98	8,987.88	9,437.27	49
41.50	50	7,221.49	7,572.73	7,949.70	8,337.05	8,745.13	9,168.63	9,627.06	50
42.66	51	7,422.85	7,774.19	8,161.49	8,553.98	8,987.88	9,387.76	9,857.15	51
43.52	52	7,572.73	7,949.70	8,337.05	8,745.13	9,168.63	9,612.13	10,092.74	52
44.68	53	7,774.19	8,161.49	8,553.98	8,987.88	9,387.76	9,841.86	10,333.95	53
45.69	54	7,949.70	8,337.05	8,745.13	9,168.63	9,612.13	10,077.08	10,580.93	54
46.91	55	8,161.49	8,553.98	8,987.88	9,387.76	9,841.86	10,317.92	10,833.82	55
47.91	56	8,337.05	8,745.13	9,168.63	9,612.13	10,077.08	10,564.52	11,092.74	56
49.16	57	8,553.98	8,987.88	9,387.76	9,841.86	10,317.92	10,817.01	11,357.86	57
50.26	58	8,745.13	9,168.63	9,612.13	10,077.08	10,564.52	11,075.54	11,629.31	58
51.65	59	8,987.88	9,387.76	9,841.86	10,317.92	10,817.01	11,340.24	11,907.26	59
52.69	60	9,168.63	9,612.13	10,077.08	10,564.52	11,075.54	11,611.27	12,191.84	60
53.95	61	9,387.76	9,841.86	10,317.92	10,817.01	11,340.24	11,888.79	12,483.22	61
55.24	62	9,612.13	10,077.08	10,564.52	11,075.54	11,611.27	12,172.93	12,781.57	62
56.56	63	9,841.86	10,317.92	10,817.01	11,340.24	11,888.79	12,463.86	13,087.05	63
57.91	64	10,077.08	10,564.52	11,075.54	11,611.27	12,172.93	12,761.75	13,399.83	64
59.30	65	10,317.92	10,817.01	11,340.24	11,888.79	12,463.86	13,066.75	13,720.09	65

**Per Board Policy 4251.1: A maximum of two (2) years of related experience for salary credit may be given. Experience must have been within the ten (10) years prior to current employment.**

Longevity		
11 through 13 years	4 1/2%	19 through 22 years 11 1/2%
14 through 15 years	7 1/2%	23 through 25 years 13 1/2%
16 through 18 years	9 1/2%	26 through 28 years 15 1/2%
29+ years	18%	

Adopted: January 17, 2024 (with 3% COLA eff. 7/1/2024)  
Effective: July 1, 2024

## Eligible Employees for Indexed Benefit

NANCY V ABAD	JOSEPH P BELAUSKAS
TERESA C ACEVEDO	GABRIELA PATRICIA BENITEZ
YOLANDA AGUA YO	WAYNE J BENTON
AMERICA AGUILAR	KAREN BERG
CESAR AGUILAR	WALTER R BERGENER III
JUAN PABLO AGUILAR	ALISA R BERNABE
MAYTE AGUILERA	MARY ANN BERRONES
DAISIE D AGUIRRE	MARTHA E BETANCOURT
RICHARD AGUIRRE	KENNETH JAMES BINDER
PABLO ALANIZ	PILAR BLANCO
ALICE A ALCARAZ	JOSEPH DANIEL BLOCKER
WILLIAM CARL ALCORN	CARMEN ALICIA BOJORQUEZ ACOSTA
MARIO ALEJANDRO	MARIA F BOWMAN
LUIS C ALEXANDER	KARINA BRACAMONTES CEJA
RANDALL R ALLEN	LISA D BRANNEN
MARTHA ANTONIA ALLSHOUSE	DONALD LLOYD BRAUER
DYANN ALMQUIST	DONNA BRINKMAN
ROSIE MARIE ALONZO	KEVIN ANDREW BROOKER
OLIVIA ALVARADO	GREGORY J BROWN
OLIVIA AMADOR	TONYA LYNN BUCKINGHAM
MARIA DEL CARMEN AMARAL	JESSICA R BUECHE
SALLY J ANSON	DANA CRUZ BUENROSTRO
ABRAHAM F AQUINO JR	DIANNA KATHLEEN BUGEL
YESENIA ARAMBURO	JAMES LEE BURNS
MARTHA ARAMBURO DE ORTIZ	DEBORAH K BYRNE
LOURDES ARANDA	MARIO CABADA
JANET K ARDAGNA	TERESA ENRIQUE CABALLERO
ROSALINDA ARELLANO	GEORGINA CABRERA
MARIBEL RIVERA ARMAS	ELEAZAR CALZADA
CHERI LYN ARMBRUST	JESUS D CAMARCE
SYLVIA ESTELLA ARMENDARIZ	LUCILLE RITA CAMPOS
JAIME BALAGO AROMIN	JESUS CANCINO
CECILIA ARREDONDO	SALLY DEL CARMEN CANEDO
MARIA G ARROYO	SHARI CARDENAS
PATRICIA ARROYO	YVONNE CARLON
MIGUEL A ARVIZO	IVETTE CARLOS-DE LEON
SILVIA ARZATE	CECILIA J CARO
ALLAN LASAY	JOSE MANUEL CARRANZA
JEFFREY A ASAY	OSCAR CARRILLO
KATHY LYNN ASAY	DENNIS CARSON
GLORIA SESMA AVALOS	LAURA ELENA MILLER CASAS
SUSAN MARY BACERRA	MARLACRISTAL BALADEZ CASTANEDA
PATRICIA BADDER	TERRY SUE CASTANEDA
REBECCA JEAN BAHRKE	ALMA EDNA CASTELAZO
SCOTT MARK BALLANTYNE	NOE CASTILLO
ENRIQUE BANUELOS	GABRIELA IVONNE CASTILLO TAPIA
KAREN LYNN BARACKMAN	FERNANDO CASTRO
ELIZABETH BARAJAS	WAYNE KAUI CASWELL
JOANNE L BARANDES	NANCY JANE CAVANAH
CHRISTINA BARBOZA	LINA C CAVE
KENNETH WAYNE BARKER	SANDRA L CEBALLOS
FABIOLA GEORGINA BARREDEZ	MYLEEN APOSTOL CERDINIO
CASSANDRA V BARRON	CAROL MARIE CERVANTES
TIMOTHY EDWARD BASQUEZ	RODNEY E CHAPIN
NANCY A BAXTER	CEAL A CHAPPELL
PAMELA LEE BEAVER	LYNETTE C CHASE
MARGARET ANN BECKER	SUREKHA N CHAUHAN

AARON ULLOA CHAVEZ	PAUL J EICHBERGER
ESTHER I CHAVEZ	CARMEN ELIAS
PATRICIA FLORES CHAVEZ	KELLY DOWE ENGELMAN
RACHEL CHAVEZ	ALICE RUTH EPAULT
LAURA S CISNEROS	TATIANA PAOLA ERQUIAGA
DANNY G CLAYSON	MARIA TERESA ESCAJEDA
KATHIE G CLAYSON	BRET WES MEIER
SYLVIA LUZ COBB	MARIA DEL ROSARIO ESPARZA
FRANCES PATRICIA CONTRERAS	JENNIFER SUSANN ESPINOZA
JAAZANIA CONTRERAS	LILLIAN ANAYA ESQUIVEL
INGRID MARIE COOKER	EMILY M ESTEVEZ
TERESA CORONA	ALMA D ESTRADA
MELESIO GARCIA CORRALES	EDELMIRA ESTRADA
CANDICE L CORTEZ	LUIS GUILLERMO ESTRADA
PATRICIA CORTEZ	MARIA HERNANDEZ ESTRELLA
PELILIA O CRESCINI	MICHELLE A ETIENNE
ARACELI CUELLAR	JILL EVERTON
MARIA ELENA ARGUELLES CUENCA	GABRIELA FAJARDO
CARLOS J CUEVAS	JOHN PHILIP FARMER
ROSANGEL CURIEL	BERNADETTE CHUA FAUSTINO
MARY LYNDA DACONG	ALICIA G FAVELA
CORLA R DAILEY	DENEE T FELBER
RENEE A DASILVA	VERONICA FELIX
JOSE JACINTO DAVILA	IRMA FERNANDEZ
JANETTE ANN DAVIS	JULIO FERNANDEZ
JONATHAN W DAVIS	VIDAL O FERNANDEZ
SAMUEL DECARTERET DAVIS	JANE M FERRIS
SERAFIN MARTILLANO DE GUZMAN	DENNIS M FINCH
DIANA T DE LA PARRA	HOLLY ANN FINCH
JORGE SANTOS DE LEON	SOCORRO M FISHER
ARMIDA DE MARS	MONICA O FLESCH
ALEJANDRINA DE MATTOS	SUSANA O FLESCH
VICKIE DE MURO	DIONNE YVONNE FLORES
CLAIRE PDE SOTO	MARCO ANTONIO FLORES
RALPH ROBERT DEARIE	SALVADOR FLORES
KIMBERLY ANNE DEHAVEN	BERTHA FLORES CHAPA
MARIA CARMEN DEL RIO	BONNIE L FOLTZ
REYNA A DEL TORO	DEBBIE ANN FORD
CRISTINA M DELGADILLO	DONALD W FORTIER
SALLY ANNE DENNIS	MARIAN E FOWLER
DENISE ELAINE DIAZ	AILSA DEANNE FRANKS
DINAR DIAZ	SHANNON NICHOLE FUTCH
GLORIA PATRICIA DIAZ	ARON C GALAVIZ
MARIA DELALUZ DIAZ DE LEON	BASILIO ANTONIO GALLEGOS
JEANNA M DICKINSON	EDITH K GALVAN
FE KARA DIMACALI	GILBERT D GAMBOA
MICHELE DESIREE DIPRIMA	MARY M GANTZ
GEORGE CHARLES DITTMER	CECILIA GARCIA
ALBERTON DIWA	DESMOND SANTOS GARCIA
MARYELLEN DOMBROWSKI	EVA LUZ GARCIA
ROSANA DOMINGUEZ	GUADALUPE VIRGINIA GARCIA
SUSAN MARIE DORN	JAIME GARCIA
BRIAN A DRZEWIECKI	JUAN D GARCIA
MARIO DUARTE ALFONSO	JULIAN EUGENE GARCIA
SHAWN E DUNCAN	LORETTA GARCIA
OLGA V DURAZO	MARGARITA GARCIA
KAREN LEAH EASTMAN	MARTHA GARCIA
PATRICIA ALEJANDRA EATON	RAUL GARCIA
CLAUDIA ECHEAGARAY	RITA GARCIA
ANGELICA EDROZO	VICTOR GARCIA

MICAELA L GARCIA DE GUEVARA	LINDA L HIMLIN
CELSA GARIBAY	GUILLERMO B HINKEL
MARIA ELENA GARIBAY	CAROLINA HINOJOSA
RAFAEL EDUARDO GARIBAY	DONNA J HLAVA
ANAFE EFHAN GESCHWIND	KAY M HODGSON
SUELLEN J GILLOT	PATRICIA A HOLMAN
LYNNE ANNE GIMLIN	LUCILLE R HOLTZAPPLE
ROBERT F GIMLIN	SAUL HUGO HUEZO
APRIL NICOLE GLIBBERY	JOSEPHINE C HUGHES
RHONDA REA GLIBBERY	MATTHEW A HUNTER
MICHELLE RENEE GOMES	SAMANTHA E HUSSMANN
NOEL MATA GOMEZ	GLORIA ELVIA IBARRA
MICHAELRAY GONZALES	CHRISTIAN J INIGUEZ
PAULYNA ADRIANA GONZALES	JONALEE INZUNZA
TERRY A GONZALES	ROBERTO IZQUIERDO
AIDA P GONZALEZ	TERRILEE JACQUES
CARLA STEVENS GONZALEZ	RUSSELLJAMESJANTZ
MARIA E GONZALEZ	TINA LUANN JASMUND
MARIA E GONZALEZ	YOLANDA A JASMUND
MARIO ALBERTO GONZALEZ	GUSTAVO JASSO
CESAR A GRACIA	JOHN Z JELINSKI
PATRICIA B GRAHAM	SHARLENE M JELVEH-TEHRANI
MICHELLE GREER	MARIA LAURA JIMENEZ
CHRISTINA SARA GREINER	ROSIE M JIMENEZ
NANCY JEAN GRIFFIN	BRIAN J JOHNSON
THERESA E GROJEAN	DEANNA BRYAN JOHNSON
MAUREEN J GROVE	JULIE ANN JOHNSON
LINDA L GRUBBS	MARILYN JOHNSON
ROSE MARIE GUERRERO	PARIS D JONES
ENRIQUE C GUICHENNE	GENEVIEVE R JOSEPH
SILVIA CAROLINA GUICHENNE	ELIZABETH JEAN JUHL
MARIARITAJAVIER GUMBAN	STEPHANIE LEE JULIEN
ERNESTO GUTIERREZ	PATRICIA L KAFFENBERGER
IRMA GUTIERREZ	IRENE DIANE OLVERA KAMPFE
JESSICA GUTIERREZ	CELIA C KANE
NORMA A GUTIERREZ	IRENE DENISE KASSLER
MARIA G GUZMAN	ROBIN ELLEN KATNICH
REBECCA MARIE HAMILTON	MARIA T KEEMA
LINDA R HANANO	MARTHA RUTH KELLY
LINDA A HARDING	SUZY L KEPHART
KARLA HARRIS	GAYATHRI NAGENDRA KHATAWATE
KATHLEEN E HASTINGS	CYNTHIA A KIMBALL
PAMELA HAY	LAUREN RACHEL KING
JACQUELINE L HENDRICKS	LINDA A KLUGH
RICHARD PETER HERMOSILLO	ROSE M KOLATA
CHRISTOPHER J HERNANDEZ	ZDENEK KOVAR
ESPERANZA J HERNANDEZ	DENISE E KRUEGEL
FRANCISCO HERNANDEZ	ROSA M KRUMM
GUADALUPE JUANITA HERNANDEZ	RUTHIE ANN LAGAI
ISMAEL JR HERNANDEZ	HANNA LANIER
KARLA I HERNANDEZ	GARY B LANNIN
LAURA DEL CARMEN HERNANDEZ	LINDA SUE LATTIN
SANDRA HERNANDEZ	KATHLEEN G LAUREN
TOMMY HERNANDEZ JR	DAVID A LEAVITT
ALMA DELIA HERRERA	SOLEDAD G LEE
BIBI HERRERA	GARY W LICHTMAN
THOMAS HERRERA	PATTY ANN LILLEY
KATHERINE M HERSUM	JUANITA ANN LIUAG
CATHERINE L HIBBARD	ANA LIZARRAGA
LINDA HILDABRAND	CASSANDRA M LIZARRAGA

ADRIANA LOERA	HELEN MMC GRATH
ELENA C LOERA	VICTORIA L MC GRAW
ANA LYDIA LOMELI	HAROLD W MEADOWS
ANA P LOMELI-GARCIA	THOMAS MICHAEL MEADOWS
LORRAINE A LONN	ARMIDA MEDINA
ARACELY LOPEZ	RAQUEL C MEDINA
ELAINE ZAMUDIO LOPEZ	SYLVIA MEDINA
LUISA I LOPEZ	CHARLES E MENA
MARIA E LOPEZ	DAVID A MENA
ROSA LOPEZ	VICENTE MENDEZ
RUSSELTINO LOPEZ JR	RAUL A MERAZ
ROBERT LOU	RAMON G MERCADO
MARY ANN LOUCH	TERESA ELIA MERCADO
SHARON A LOUDER	KARL MERRIS
LARRY D LOVELL	CHARLETTE MESERVY
BOBBIE K LOWERY	LYNETTE M MEYER-JONES
OLGA BENITEZ LOZADA	REBECCA M MEZA
RONALD CAPARAZ LOZADA	MARYE MIESEN
ROSA M LOZANO	MARY J MILES
CAROL MARIE LOZINSKI	PATRICIA A MILLER
IRMA LUCERO	KENNETH ROY MILLER III
RONALD LUCERO	ROBERT J MILLER JR
ACY L LUND	CONNIE C MILLIGAN
VIVIAN LUTES	THOMAS T MIMS
ALICIA MACAHILAS	CECILIA D MIRANDA
ROSALINDA MACIAS	EDITH F MIRANDA
ROSA MACIAS-GONZALEZ	MIGDALIA MONROY
MICHELE G MADDEN	MARIA N MONTANO
WILLIAM BOYD MADDOX	RITA MONTES
ROSA D MAGNUS	GRACIELA MONTIJO
CECILIA B MAGRACIA	PATRICIA B MONTJOY
LORI L MANERING	ESTHER MOORE
THERESE M MANESS	SHARON RENE MOORE
SANTA ROSALIA MANGIAPANE	JOANNA LYNN MORFIN
JUAN MARIN JR	MARIA G MORIEL
THERESA MARQUEZ	GASTON ENRIQUE MORINEAU
AMANDA L MARSDEN	KATHRYN LOUISE MORRIS
KAREN MARSHALL	CHRISTINE L MORRISON
MICHAEL JOHN MARTENSEN	MARIA ELENA MUNGUIA
MARIA DEL CARMEN MARTIN	ISABELL MARY MUNOZ
VERONICA MARTIN	ROSE MARY MUNOZ
DAVID BRUCE MARTINEZ	DONALD DEAN MYERS
DAVID LOUIS MARTINEZ	CARLOS NAVARRO
ISELA M MARTINEZ	ELVIRA NAVARRO
JOSEPH EUGENE MARTINEZ	ELIZABETH D NAYSTATT
LETICIA MARTINEZ	LETICIA CORONADO NEDEDOG
MARGARITA C MARTINEZ	KATHLEEN A NEGLEY
PATRICIA MARTINEZ	KAREN R NEILL
VICKIE SUE MARTINEZ	VICKI S NEILL
LUIS ALEJANDRO MARTINEZ LAINEZ	E RAFAEL NEWBERRY
MARIA ISABEL MARTINEZ-PONCE	BARBARA S NEWTON
KATHY L MARTINSON	MARIA TRINIDAD NICASIO
ADOR L MATEO	IRMANIETO
MARY T MATTISON	DEEM NOEL
NANCY MATTSON	ISELA NOYA
MARILYN FMC CARVILLE	JOYCE ELAINE O'NEILL
MICHAEL T MC CLELLAND	LAWRENCE EDWARD ODOM III
CHARLES H MC GLENDON II	MARIA DEL CARMEN OGILVIE
DANIEL FMC CORQUODALE	NANCY ROGLE
ALLYSON LYNN MC DONALD	JEFF C OIEN

GEORGINA OLGUIN	FREDERICK LEON QUISENBERRY
AZUCENA OLIVARES	CLAUDIA E RAMIREZ
VERONICA C OLMEDO	CYNTHIA STELLA RAMIREZ
RAFAEL V ONTIVEROS	FERNANDO D RAMIREZ
GERALYN T ORCUTT	LAURIE T RAMIREZ
ILLIANA ORDAZ	MA DEL SOCORRO RAMIREZ
REBECA M ORDAZ	NORMA RAMIREZ
MARIA ORNELAS	CAROLINA RAMOS
VERONICA OROPEZA	ELIZABETH S RAMOS
CRIS OROZCO	NANCY I RAMOS
MARIA G OROZCO	GLORIA J RAMSEY
MARIA GUADALUPE OROZCO	MARY HELEN REDDY
JUDITH A ORTEGA	CAROL J REGALADO
REBECCA Y ORTEGA	DESIREE M REMLEY
SARA ORTEGA	MARIA ROSARIO RENTERIA
JOSEFA G ORTIZ	BERTHA GRANADOS REYES
PATRICIA ANN ORTIZ	DIANE L REYES
JAMES M OXFORD	KARINA REYES
CARMEN PADILLA	MIRTHA REYES
AURELIA Q PALAGI	RAYMOND C REYES
RANDI SUE PALEN	JAIME REYES-RIVERA
CARLOS J PALMA	MICHELLE LYNNE REZA
BONNIE LYNN PALSHIS	DENISE A RICHIE
VERONICA JAMILE PARTIDA	MARTHA P RICKARD
GUADALUPE PASSI	SUSAN RING
MELINDA L PATCH	SHARON L RISSETTO
TRACY RINGLER PATRICIO	FRANK J RITZ
LINDA PECK	PALOMA A RIVERO
MYRIAM PEDROZA	OSVALDO ENRIQUE RIVERO-VEGA
GRACIELA PEGUEROS-AYALA	GAILE ROBERTS
ARMIDA G PENA	CARMEN P ROBINSON
JOSEPHINE E PENA	LINDA ROBINSON
SERGIO SPENA	GUILLERMO NAGL ROBLES
STEPHANIE PEREIRA	JUANITAM ROBLES
ELIA J PEREZ	LORENA ROCHA
JOSEPH PEREZ	ARACELI B RODRIGUEZ
CLAUDIA ELIBIER PEREZCHICA	LOURDES O RODRIGUEZ
ANN-MARIE PERING	MARIA DE JESUS RODRIGUEZ
FRANCES A PETTY	MARY NORMA RODRIGUEZ
RICHARD D PHILLIPS	SUE LEE RODRIGUEZ
ROBIN ELIZABETH PHILLIPS	BENITO RODRIGUEZ BARRIOS
ELIZAMA M PICAZO	LEONARD ROJAS
HELEN CLAIRE PIERCE	MARTHA ALICIA ROJAS
THOMASIN I PIERCE	MERCEDES ROJAS
MARIA C PINTO	PHIL ROJAS
ISABEL PIZA	MARIA MAYELA ROJAS CANALES
LISA MARIE POLLARD	CARMEN ROJI
MARIA CRISTINA POMPA	DAVID M ROMERO
BLANCA BELLOT PONCE	PAULE ROMERO
LISA M POPE	CECILIA ROMO
SHEILA POSEY-RODRIGUES	BEATRIZ ROSAS
OLIVIA POSTLETHWAITE	BRUCE W ROSE
MARY JUANITA POULL	DONNA PROSE
DOLAN J PRUITT	PATRICIA ROSE
SUZANNE PUENTE	CHRISTINA L ROSS
AMERICAVPY	SHERRI LYN ROWELL
ERNESTO E QUEZADA	MARIA C RUBALCABA
DIANA L QUINONES	PEDRO ROSAS RUELAS
GAILE QUINONES	CAROLA RUIZ
NANCY QUINTERO	JOSEPH RUIZ

MIRIAM RUIZ	MELODY LYNN SNOW
SERGIO A RUIZ	ROSALIND SOMMER
TERESA S RUIZ	DONNA A SOTELO
KRISTIE RUSKIN	CYNTHIA C SOTO
ROSIE LUNA RUTLEDGE	MARIA A SOTO
MARIA M SABLAN	MARYLOU SOTO
KATHLEEN C SAKAI	JOANN LEE SPARKS
CARLOTA L SALAS	LINDA J SPICER
NOEMI ELIZABETH SALAZAR	VICENTE DACANAY STA INES
JANET L SALES	GRACE M STANCZAK
KENNETH EUGENE SAMMONS	DONNA L STEELE
ALICIA E SAN AGUSTIN	WENDY A STEWART
ANGELICA MARIA SANCHEZ	KATHLEEN A STREET
ANNA MARIA SANCHEZ	ALIDA J STROEBEL
CARLA P SANCHEZ	ALICE STURGEON
CLAUDIA M SANCHEZ	TIMOTHY MICHAEL SULLIVAN
DUANE LOUISE SANCHEZ	KRISTINA KAYE SUMMERS
MERCEDES R SANCHEZ	JUDITH A SWANSON
CARLA LLANOS SANDEZ	WILLIAM H TAIT
FABIAN C SANDOVAL	NANCY J TEAHAN
JEANINE SANDOVAL	BASIL THOMAS
JOE A SANNA JR	DIANE D TIEDEMANN
BELINDA SANTANA	SEPLY TJINDRA
MONICA ANNE SANTIAGO	EDGAR TORRES
JAYNE LYNN SANTOS	ELIZABETH C TORRES
MARIA DEL SOCORRO SANTOS	MARTHA LETICIA TORRES
CATHERINE M SANTOS REID	ROSA A TORRES
JULIA LUCILA SANTOS-HILLS	JAMIE J TORTORICI
VICTOR MANUEL SARANGLAO	FLAVIA L TOSCANO
MAURICIA A SAUCEDO	LILIA ADRIANA TREVIZO
REBECCA S SAUNDERS	SUSAN TRIANA
THERESA ELAINE SCHEET	IRMA GOMEZ TUDARA
ROBERT F SCIUK	THOMAS G TURNER
WILLIAM LAUGHLIN SEMNACK	BARBARA JEAN URIBE
LEE A SEPICH	CLOTILDE VALDEZ
FRANCIS SERENO JR	LUZ E VALDEZ
ROSA ELSA SERVIN	MERCEDES M VALDIVIA
DIANE R SHADOAN	DANIELE VAN NICE
KATHIE J SHARP	SHEILA VAN VELDHIJZEN
BETTY A SHAW	ELIZABETH VARGAS
ROBERT W SHAW	MICHAEL VARNDELL
STANLEY SHAW	ANGEL D VAZQUEZ
SUSAN L SHERARD	LAURA VAZQUEZ
JOANN SHILLING	DAVID VEGA
KENNETH C SHILLING	MARIA VEJAR
ROSA M SHRADER	NEYRA YADIRA VELAZCO
ROBERT SIERRA	VERONICA CANTO VILLA
YOLANDA SIERRA	LETICIA M VILLALPANDO
MARIA J SILVA	CAROL ANN VILLANUEVA
ESTELLA SIMENTAL	ARACELY VILLARREAL
STEPHEN LEE SIMONDS	MIGUEL A VILLARREAL
ORENO S SIMPLICIANO	ENRIQUE VILLASENOR
JEWELL MARIE SIMPSON	JAMES MICHAEL WAHLROOS
MONA I SLAMOT	EDWARD SCOTT WALKER
ESMERALDA SMITH	MARY RWALKE
GEORGIA A SMITH	SANDRA F WALTERS
KERRY KNUTSON SMITH	PAULINE ANN WATERS
RONALD L SMITH	JACQUELINE WATERWORTH
SANDRA D SMITH	GLORIA Z WEBER
TRACEY M SMITH	MINERVA WECKMANN

MARGARITA M WEIDO
ADELE S WEISS-SCIUK
CURTISS A WELCH
ROBERT DALE WELDY
GREGORY M WETZ
KATRINA LISA WHITE
SHARON L WHITE
MARIA DE LOURDES WILLARD
MARTHA J WILLIAMS
RUBY YOLANDA WILLIAMS
SYLVIA WILLIAMS
TIMOTHY R WINGERT
LINDA ELIZABETH WONG
ALMALWOOD
DANIEL J WOODWARD
LETICIA CORONA WOOLRICH
BERT STEPHEN WRUCK
CLAUDIA A WYLLIE
KENNETH E WYSOCKI
SUSAN L YACUZZO
JOE MINORA YAMAUCHI
ELIZABETH ANNE YAOMOTO
ROSWITHA T YEARGAIN
CATHERINE YOUNG
ALMAZAMANI
PAUL ZAMORA
BEATRICE E ZAMUDIO
LUZ AZARZOSA
MARICELA G ZAVALA
NORMA ALICIA ZAVALA
PETER JAMES ZEITLER
ISMAEL B ZEPEDA
MARIA ISABEL G ZETINA
LAVERN M. ZISKO



**CHULA VISTA ELEMENTARY SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE PLAN OF ASSISTANCE**

Name:

Date:

The purpose of this Plan of Assistance is to specifically identify your area(s) of deficiency, explain the District's expectations in each area, and provide you with support and/or assistance to help you overcome those deficiencies.

**Background** (Specific instances that illustrate your area(s) of deficiencies; attach additional pages if necessary.)

**Expectations** (Identify the District's expectations in each area of deficiency; attach additional pages if necessary.)

**Support and/or Assistance** (Identify the specific support(s) and/or forms of assistance that will be provided to assist the employee in overcoming all noted areas of deficiency.)

**Review Dates** (Identify review dates for each area of deficiency, minimum of 20 work days and maximum of 60 work days if necessary.)

The District values you as an employee and is committed to assisting you in overcoming the above-noted area(s) of deficiency. However, your failure to correct the above-noted deficiencies by the applicable review date, may lead to disciplinary action up to and including termination.

Pursuant to Education Code Section 44031, this document and any attachments noted above will be placed in your personnel file in ten (10) days or shortly thereafter. You have the right to submit a written response to be attached and included in your file.

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

**CHULA VISTA ELEMENTARY SCHOOL DISTRICT**

**CLASSIFIED INTERIM EVALUATION REPORT**

(For Commendation or Recommendations for Improvement. Attach additional pages if necessary.)

NAME	DATE
POSITION	SITE

**BACKGROUND / EXPECTATIONS / PERFORMANCE CRITERIA EXCEEDED, MET, OR FAILED TO MEET**  
(INCLUDE EVIDENCE OF PERFORMANCE)

**COMMENDATION OR RECOMMENDATION (NARRATIVE DESCRIPTION)**

**SPECIFIC ASSISTANCE TO BE PROVIDED (DESCRIBE ASSISTANCE, TIMELINE AND EVIDENCE OF COMPLETION REQUIRED)**

**OUTCOME OF CLASSIFIED INTERIM PERFORMANCE EVALUATION (To be completed by supervisor at the conclusion of the timeline described in Specific Assistance to be Provided above.)**

\_\_\_\_\_ You have satisfactorily corrected the above-noted deficiencies. The District expects that the above-noted deficiencies have been resolved and will not continue. Please note, in the event those deficiencies occur in the future, the District may implement additional corrective measures and may attach this Report to any documentation accompanying those measures. That documentation and this Report may or may not be placed in your personnel file. In the event this form is attached to other documentation and placed in your personnel file, you will have the opportunity to submit a response to be attached and included in your file.

\_\_\_\_\_ You have not satisfactorily corrected the above-noted deficiencies. Pursuant to Education Code section 44031, this document and any attachments noted above will be placed in your personnel file in ten (10 ) days or shortly thereafter. You have the right to submit a written response to be attached and included in your file.

\_\_\_\_\_  
Evaluatee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

## SICK LEAVE ACCRUAL TABLE

Contract work days	Sick Accrual in Days
37 - 45	2
46 - 54	2.5
55 - 63	3
64 - 72	3.5
73 - 81	4
82 - 90	4.5
91- 100	5
101 - 109	5.5
110 - 118	6
119 - 127	6.5
128 - 136	7
137 - 145	7.5
146 - 154	8
155 - 163	8.5
164 - 172	9
173 - 181	9.5
182 - 191	10
192 - 200	10.5
201- 209	11
210 - 218	11.5
219 - 232	12

Employees Sick Leave Accrual is based on the employees contract days.

Sick Accrual is calculated by taking Sick Accrual in Days multiplied by employees contracted hours per day.

Sick Accrual for contracts less than 37 days are prorated using .0528 days per contract work day.