



**COLLECTIVE BARGAINING
AGREEMENT**

between

THE BOARD OF TRUSTEES

and

**THE CALIFORNIA SCHOOL
EMPLOYEES ASSOCIATION**

of the

**HUNTINGTON BEACH UNION
HIGH SCHOOL DISTRICT**

July 1, 2009 - June 30, 2011

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1	
2	
3	1 Agreement..... 1
4	2 Support of Agreement..... 2
5	3 Recognition 3
6	4 Definitions - Glossary of Terms..... 4
7	5 Association Rights..... 6
8	6 Check Off and Organizational Security..... 8
9	7 District Rights 12
10	8 Duty Hours 14
11	9 Evaluation 17
12	10 Transfer 18
13	11 Holidays 21
14	12 Salaries 23
15	13 Fringe Benefits 28
16	14 Leaves of Absence 31
17	15 Work Environment 47
18	16 Miscellaneous 50
19	17 Grievance Procedure 52
20	18 Assignment of Bus Routes..... 57
21	19 Savings Provision..... 58
22	20 Concerted Activities 59
23	21 Conclusion of Meet and Negotiation 60
24	22 Renegotiations 61
25	23 Layoff Action and Effects Related Thereto 62
26	24 Term..... 64
27	25 Signature and Support 65
28	Memorandum of Understanding dated May 13, 2009 66
29	<u>Appendices</u>
30	A Unit Member Classifications 69
31	B Classified Salary Schedule 71
32	C Fringe Benefits Summary 73
33	D Calendars..... 81
34	E Personnel Commission Rules Regarding Layoff 83
35	<u>Index</u> 87

1 ARTICLE 1: AGREEMENT

2 1.1 This Agreement is made and entered into this August 4, 2009 by and between
3 the Huntington Beach Union High School District, hereinafter referred to as the
4 District, and the California School Employees Association and its Huntington
5 Beach Union High School District Chapter No. 157, hereinafter referred to as
6 CSEA.

1 ARTICLE 2: SUPPORT OF AGREEMENT

2 2.1 The District and the CSEA agree that it is in their mutual benefit to encourage the
3 resolution of differences through the meet and negotiation process. Therefore, it
4 is agreed that the CSEA will support the terms of this Agreement and will not
5 appear before the District's Board of Trustees to seek change or improvement in
6 any matters subject to the meet and negotiation process except by mutual
7 agreement.

1 ARTICLE 3: RECOGNITION

2 3.1 The District recognizes CSEA as the exclusive representative for the unit of
3 classified employees described in Appendix A, Unit Member Classifications.

4 3.2 The unit excludes management employees, confidential employees, and all other
5 employees of the District not included in Appendix A, Unit Member
6 Classifications.

Article 4: Definitions - Glossary Of Terms

1 ARTICLE 4: DEFINITIONS - GLOSSARY OF TERMS

2 “Board, Board of Trustees or Governing Board” - shall mean the public school employer,
3 or the designee of the employer.

4 “Day” - shall mean any calendar day of the work year unless otherwise specified in the
5 contract.

6 “District” - shall mean the Board of Trustees or the District Superintendent of Schools.

7 “Employee or Unit Member” - shall mean a member of the bargaining unit that is
8 represented by the Association.

9 “Evaluator” - shall mean the chief managerial officer, or designee, of the school or
10 department to which an employee is assigned and by whom the employee is evaluated.

11 “Fiscal Year” - shall mean July 1 through succeeding June 30.

12 “Immediate Administrator” - shall mean that member of the District's management team
13 that has immediate jurisdiction over an employee, or said member's designee.

14 “Immediate Family” - shall mean as defined in 14.1.4:

15	mother/(in-law)	stepmother
16	father/(in-law)	stepfather
17	son/(in-law)	stepson
18	daughter/(in-law)	stepdaughter
19	brother/(in-law)	stepbrother
20	sister/(in-law)	stepsister
21	grandchild	step-grandchild
22	grandmother/(in-law)	step-grandmother
23	grandfather/(in-law)	step-grandfather
24	husband	
25	wife	

26 any relative or singular individual designated as significant other living in
27 the immediate household of the employee; any dependent for whom the
28 unit member is the court-appointed legal guardian, and domestic partners
29 (per AB 2208).

30 “Immediate Supervisor” - shall mean that person occupying a position who assigns,
31 checks, and/or supervisors the work of a given employee.

Article 4: Definitions - Glossary Of Terms

1 “Representative, Association” - shall mean the President and the Executive Board of the
2 CSEA Chapter No. 157.

3 “Superintendent” - shall mean the chief executive officer of the District, or the chief
4 executive officer's designee.

5 “Transfer” - shall mean a change of job site within the same position classification.

1 ARTICLE 5: ASSOCIATION RIGHTS

2 5.1 The Association shall have the following rights and/or privileges as specified
3 below and/or as specified in any other portion of this Agreement:

4 5.1.1 On a fiscal year basis, CSEA shall be provided with seventy-five (75)
5 days of leave with pay and ten (10) days of leave without pay for CSEA
6 business. The CSEA president shall notify the District of CSEA's intent to
7 utilize this leave.

8 5.1.2 Access at reasonable times to areas in which unit members work.

9 5.1.3 Use of designated institutional bulletin boards, of institutional mailboxes,
10 and the use of the school mail system and other intradistrict means of
11 communication for the purpose of posting or transmitting of information or
12 notices concerning CSEA business. CSEA shall not use the provisions of
13 this section to transmit or post notices that defame or ridicule the Board
14 or its agents nor shall CSEA use this section to present a partisan point
15 of view in any local election process in which the District or its Governing
16 Board is a party without the mutual consent of the District. CSEA shall
17 provide the District personnel office with a copy of notices and bulletins
18 which are non-confidential in nature at the approximate time of posting or
19 distribution.

20 5.1.4 The right to use District equipment, facilities, and buildings subject to the
21 Civic Center Act requirements. Such use will be at reasonable times
22 when the buildings and/or facilities are not otherwise in use.

23 5.1.5 The right to receive, on or about August 1 of each year, a complete roster
24 of all unit members including the current classification seniority and
25 salary placement.

26 5.1.6 CSEA shall have the right to receive two (2) complete Board agenda
27 packets, excluding any confidential material but including all material
28 normally distributed to the public.

29 5.2 Site Representatives

30 CSEA shall designate not more than ten (10) site representatives. CSEA shall
31 notify the District in writing of the name and location of each site representative

Article 5: Association Rights

1 within thirty (30) days of the execution of this Agreement. CSEA further agrees to
2 notify the District in writing within fifteen (15) days of any change in designated
3 representatives.

1 ARTICLE 6: CHECK OFF AND ORGANIZATIONAL SECURITY

2 6.1 Check Off

3 CSEA shall have the sole and exclusive right to have membership dues and
4 service fees deducted for employees in the bargaining unit by the District. The
5 District shall, upon appropriate written authorization from any employee, deduct
6 and make appropriate remittance for insurance premiums, credit union
7 payments, savings bonds, charitable donations, or other plans or programs jointly
8 approved by CSEA and the District. The District shall pay to the designated
9 payee within fifteen (15) days of the deduction all sums so deducted.

10 6.2 Dues Deduction

11 6.2.1 The District shall deduct, in accordance with the CSEA dues and service
12 fee schedule, dues from the wages of all employees who are members of
13 CSEA on the date of the execution of this Agreement and who have
14 submitted dues authorization forms to the District.

15 6.2.2 The District shall deduct dues in accordance with the dues and service
16 fee schedule from the wages of all employees who, after the date of
17 execution of this Agreement, become members of CSEA and submit to
18 the District a dues authorization form.

19 6.2.3 The District shall within thirty (30) days notify CSEA if any member
20 revokes a dues authorization.

21 6.2.4 If at any time a unit member's regular assigned time is modified, CSEA
22 shall be notified in writing within thirty (30) days of the change.

23 6.3 Service Fee

24 6.3.1 CSEA and the District agree that each employee in the bargaining unit
25 should contribute equally toward the cost of administration of the
26 collective bargaining agreement by CSEA and for the representation of
27 employees in the bargaining unit by CSEA.

28 6.3.2 All bargaining unit employees, effective January 1, 1990 as a condition of
29 continued employment, within thirty (30) days of employment, shall either
30 become a member of CSEA or pay CSEA a service fee in an amount not
31 to exceed the standard initiation fee, periodic dues, and general

Article 6: Check Off And Organizational Security

1 assessments of CSEA membership for the duration of the Agreement, or
2 a period of three years from the effective date of such agreement,
3 whichever comes first.

4 6.3.3 However, nothing contained herein shall prohibit an employee from
5 paying service fees directly to CSEA.

6 6.3.4 In the event that an employee revokes a dues or service fee
7 authorization or fails to make arrangements with CSEA for the direct
8 payment of service fees, pursuant to Education Code Section 45168 (b),
9 the District shall deduct service fees until such time as CSEA notifies the
10 District that arrangements have been made for the payment of such
11 fees.

12 6.4 Religious Objection

13 Any employee covered by this Agreement who is a member of a religious body
14 whose traditional tenets or teachings include objections to joining or financially
15 supporting employee organizations shall not be required to join, maintain
16 membership in or financially support any employee organization as a condition of
17 employment except that once such employee has submitted evidence to CSEA
18 which proves that he/she sincerely holds such beliefs, he/she will be required, in
19 lieu of a service fee, to pay sums equal to such service fee either to a non-
20 religious, non-labor organization or charitable fund exempt from taxation under
21 Section 501 (c) (3) of Title 26 of the Internal Revenue Code, chosen by such
22 employee from the following list of three:

- 23 1. Children's Hospital of Orange County;
- 24 2. American Cancer Society;
- 25 3. Any other charitable, nonprofit organization mutually agreed to by the unit
26 member and the Association.

27 6.5 Deduction and Payment of Charitable Contributions

28 Any employee who belongs to a religious body described herein shall, within
29 thirty (30) days of the date of this Agreement or employment, present proof to
30 CSEA of membership of such religious body and shall execute a written
31 authorization for the payroll deduction in an amount equal to the service fee

Article 6: Check Off And Organizational Security

1 payable to one of the three organizations listed in Section 6.4 of this Agreement,
2 or in the alternative, such employee shall provide proof to the District that such
3 payments have been made on an annual basis as a condition of continued
4 exemption from the requirement of financial support to the exclusive
5 representative. If such employee who holds conscientious objections pursuant to
6 this section requests the employee organization to use the grievance procedure
7 or arbitration procedure on the employee's behalf, the employee organization is
8 authorized to charge the employee for the reasonable cost of using such
9 procedure.

10 6.6 Organizational Security

11 6.6.1 CSEA will furnish all service fee payers with an adequate explanation of
12 the basis for the fee and the calculation of that portion of the fee which is
13 chargeable to activities related to collective bargaining. CSEA will provide
14 all service fee payers with a reasonably prompt opportunity to challenge
15 this calculation before an impartial decision maker and will deposit into an
16 interest-bearing escrow account all amounts reasonable in dispute while
17 such challenges are pending.

18 6.7 Hold Harmless Provision

19 6.7.1 CSEA agrees to reimburse the employer, its officers and agents for
20 reasonable attorney's fees and legal costs incurred after notice to CSEA
21 in defending against any court or administrative action challenging the
22 legality of the organizational security provisions of this Agreement or the
23 implementation thereof.

24 6.7.2 CSEA agrees to reimburse the employer, its officers and agents for any
25 award or compromise of damages or liability arising out of any court or
26 administrative action challenging the legality of the organizational security
27 provisions of this Agreement or the implementation thereof, provided the
28 employer has complied with the terms of this Article and has promptly
29 notified CSEA of its awareness of such an action.

Article 6: Check Off And Organizational Security

- 1 6.7.3 CSEA shall have the exclusive right to decide and determine whether any
- 2 such action shall be compromised, resisted, defended, tried or appealed.

1 ARTICLE 7: DISTRICT RIGHTS

2 7.1 It is understood and agreed that the District retains all of its powers and authority
3 to direct, manage and control to the full extent of the law. Included in, but not
4 limited to, those duties and powers are the exclusive right to: determine its
5 organizations; direct the work of its employees; determine the times and hours of
6 operation; determine the kinds and levels of service to be provided, and the
7 methods and means of providing them; establish its educational policies, goals
8 and objectives; insure the rights and educational opportunities of students;
9 determine staffing patterns; determine the number and kinds of personnel
10 required; maintain the efficiency of District operation; determine the curriculum;
11 build, modify facilities; establish budget procedures and determine budgetary
12 allocation; determine the methods of raising revenue; contract out work as legally
13 allowed under the Education and Government codes; and take action on any
14 matter in the event of an emergency. In addition, the District retains the rights to
15 hire, assign, evaluate, promote, terminate, and discipline employees.

16 7.2 The exercise of the foregoing powers, rights, authority, duties, and
17 responsibilities by the District, the adoption of policies, rules, regulations, and
18 practices in furtherance thereof, and the use of judgment and discretion in
19 connection therewith, shall be limited only by the specific and express terms of
20 this Agreement, and then only to the extent such specific and express terms are
21 in conformance with law.

22 7.3 The District retains its right to amend, modify or rescind policies and practices
23 referred to in this Agreement in emergency circumstances arising from
24 unforeseen events or an act of God. Such changes, if any, will remain in effect
25 only for the duration of the emergency.

26 7.4 The exercise of any right reserved to the District herein in a particular manner or
27 the non-exercise of any such right shall not be deemed a waiver of the District's
28 right or preclude the District from exercising the right in a different manner.

29 7.5 Any dispute arising out of or in any way connected with either the existence of or
30 the exercise of any of the above described rights of the District is not subject to
31 the grievance and arbitration provisions set forth in this Agreement unless such

1 dispute is otherwise grievable under another article of the Agreement.

1 ARTICLE 8: DUTY HOURS

2 8.1 Work Day

3 The work day for all unit members shall be established and fixed by the District.

4 8.1.1 A unit member's assigned work schedule may be changed by mutual
5 agreement between the employee and the employee's immediate
6 supervisor. If the employee or employee's immediate supervisor does not
7 agree to the proposed assigned work schedule, the District and CSEA
8 may negotiate the proposed change and any subsequent agreement
9 shall be binding on all parties.

10 8.1.2 The District upon initial employment shall determine the employee's
11 assigned work schedule. CSEA agrees that the District may change
12 assigned starting times within a thirty-minute (30-minute) limit of
13 employee's starting time when it affects District operations on a site-wide
14 basis, upon notification to CSEA prior to implementation.

15 8.1.3 Employees whose assigned work schedule is temporarily changed shall
16 continue to receive their shift differential compensation.

17 8.2 Work Week

18 The work week for full time unit members shall be forty (40) hours, normally
19 rendered in units of eight (8) hours per day, exclusive of an unpaid lunch period,
20 but inclusive of any rest periods prescribed by the District.

21 8.2.1 The work week shall consist of five (5) consecutive days for all unit
22 members rendering service averaging four (4) or more hours per day
23 during the work week.

24 8.2.2 The District retains the right to extend the regular work day or work week
25 as it deems necessary to carry out the District's business.

26 8.2.3 The "9/80" work schedule is available to classified employees assigned to
27 the District Office on a case-by-case mutual agreement basis. The
28 District and CSEA agree to abide by the guidelines developed and
29 approved by the "9/80" work schedule committee and used for the "9/80"
30 work schedule 1991 summer trial period.

1 8.3 Work Year for Instructional Aides

2 When a new teacher reports to work prior to the first duty day for "Returning
3 Instructional Staff," the instructional aide assigned to the teacher shall have the
4 option of reporting to work the same day.

5 8.4 Rest Periods

6 Unit members working four (4) consecutive hours or more per day shall normally
7 receive a scheduled fifteen (15) minute rest period for each four (4) consecutive
8 hour period of service. Rest periods not taken shall not be cumulative and
9 normally may not be scheduled contiguous with the lunch period or the beginning
10 or end of the unit members' work day.

11 8.5 Lunch Period

12 A noncompensated lunch period of not less than thirty (30) minutes shall be
13 provided unit members who render service of at least five (5) consecutive hours
14 in a work day. Such lunch period shall be assigned by the immediate supervisor
15 and effort will be made to schedule such lunch period near the middle of the unit
16 members' work day.

17 8.6 Overtime and Extended Hour Service - Overtime is approved time worked in
18 excess of forty (40) hours in a work week or normally more than eight (8) hours in
19 a work day.

20 8.6.1 Overtime and extended hour service worked must have prior approval of
21 the immediate supervisor.

22 8.6.2 Nothing in this article shall limit the District's right to require overtime or
23 extended hour services of a unit member.

24 8.6.3 A unit member having an average work day of four (4) hours or more
25 during the work week shall be compensated at the overtime rate of time
26 and one-half of the regular rate of pay for any work required to be
27 performed on the sixth and seventh day following commencement of the
28 work week.

29 8.6.4 A unit member having an average work day of less than four (4) hours
30 during a work week shall, for any work required to be performed on the
31 seventh day following the commencement of the unit members' work

Article 8: Duty Hours

1 week, be compensated for at a rate equal to time and one-half of the
2 regular rate of pay.

3 8.6.5 The District shall not be arbitrary, capricious or discriminatory in the
4 assignment of overtime and extended hour service.

1 ARTICLE 9: EVALUATION

2 9.1 Probationary unit members will be evaluated on an ongoing basis and formally in
3 writing at least twice during the six (6) month probationary period.

4 9.1.1 Written evaluations will normally take place not later than the end of the
5 second (2nd) and fifth (5th) months of employment.

6 9.2 Permanent unit members will be evaluated formally in writing at least once (1)
7 during the work year.

8 9.2.1 Written evaluation will normally take place during the last quarter of the
9 fiscal year.

10 9.3 The evaluation will be reviewed with the unit member, and the evaluator shall
11 make suggestions for improvement if appropriate.

12 9.3.1 Both the evaluator and the unit member will sign the evaluation form,
13 whether or not the unit member agrees with the evaluation.

14 9.3.2 The unit member shall attach his/her written comments, if any, to the
15 evaluation within ten (10) working days after the review, and his/her
16 comments shall be attached to his/her evaluation in his/her personnel
17 file.

18 9.4 Substantive judgment of the evaluator shall not be subject to Article 17
19 (Grievance Procedure) of this Agreement. The evaluation may, however, be
20 appealed pursuant to the following:

21 9.4.1 Any unit member who is dissatisfied with his/her evaluation report may
22 request a personal review of the report by the reviewer, the evaluator and
23 the unit member's CSEA representative.

24 9.4.2 This request must be made in writing to the reviewer no later than ten
25 (10) working days after the evaluation report was received by the unit
26 member.

27 9.4.3 In instances of an unsatisfactory evaluation, a unit member so evaluated
28 may request that said evaluation be reviewed by the Superintendent, or
29 his/her designee; no aspect of the review procedure described herein
30 shall be subject to Article 17 (Grievance Procedure) of this Agreement.

1 ARTICLE 10: TRANSFER

2 10.1 Definition

3 A transfer is defined as a change of job site but within the same position
4 classification.

5 10.2 Criteria for Transfer

6 The following criteria shall be used in consideration of unit member initiated
7 transfer requests:

8 10.2.1 The needs and efficient operation of the District.

9 10.2.2 The contribution the staff member can make in the new position.

10 10.2.3 The qualifications including the experience and recent training of the
11 unit member, compared to those of other candidates, for both the
12 position to be filled and the position to be vacated.

13 10.2.4 The length and quality of the service rendered to the District by the unit
14 member.

15 10.2.5 The recommendation of the immediate administrator where the vacancy
16 exists.

17 10.2.6 The preference of the unit member.

18 10.2.7 Affirmative action goals of the District.

19 10.3 Unit Member Initiated Transfer Requests

20 A unit member who has attained permanency in his or her classification and is
21 covered by this Agreement shall have the right of requesting a transfer to any job
22 site within the same position classification, subject to the following conditions:

23 10.3.1 Submission of a Request for Transfer on the Appropriate District Form

24 Transfer requests shall be submitted to the Director of Human
25 Resources-Classified. The unit member is encouraged to discuss and
26 provide a copy of the transfer request to his/her supervisor. All requests
27 shall automatically become null and void on July 1 of each year. Nothing
28 in this section shall be construed to prohibit unit members from
29 submitting transfer requests at any time during the course of the year.

1 10.3.2 Effective Date of Transfers

2 The effective date of transfer shall be mutually determined by the
3 releasing and receiving supervisors; however, if agreement cannot be
4 reached, the Director of Human Resources-Classified shall set the
5 effective date of transfer.

6 10.4 Impact of Transfer Request

7 The filing of a request for transfer is without prejudice to the unit member and
8 shall not jeopardize the present assignment. A request for transfer may be
9 withdrawn by the unit member in writing at any time prior to official notification of
10 transfer approval.

11 10.5 Transfer Within Classification

12 A unit member may request a change in assignment within his/her classification
13 and such requests shall be given consideration subject to the criteria section of
14 this article. In the absence of a reemployment list, eligible unit members on the
15 transfer list shall be considered along with other eligible candidates (open,
16 promotional, reinstatement) and included in interviews. With the approval of the
17 Director of Human Resources-Classified, a supervisor may select a transfer
18 candidate and waive his/her right to interview other candidates.

19 10.6 Denial of Transfer

20 If a transfer is denied, the unit member has a right to request a conference with
21 the Director of Human Resources-Classified.

22 10.7 District Initiated Transfers

23 A transfer may be made by the District at any time for any of the following
24 reasons:

25 10.7.1 In order to balance the Classified staff of the District by considering
26 factors including, but not limited to, experience, racial and ethnic
27 backgrounds, sex, and age.

28 10.7.2 A change of enrollment or workload necessitating transfer of a unit
29 member.

30 10.7.3 Improved efficiency of the District.

31 10.7.4 The District shall not be arbitrary, capricious or discriminatory in the

Article 10: Transfer

1 application of District initiated transfers. A unit member shall be given at
2 least five (5) working days notice of a District initiated transfer. A unit
3 member or the Director of Human Resources-Classified may request a
4 conference to discuss the District initiated transfer. All such requests
5 shall be honored.

1 ARTICLE 11: HOLIDAYS

2 11.1 Scheduled Holidays

3 The District agrees to provide unit members with the following paid holidays for
4 2009-2010 and 2010-2011:

	<u>2009-2010</u>	<u>2010-2011</u>
5 Independence Day	July 3, 2009	July 5, 2010
6 Labor Day	September 7, 2009	September 6, 2010
7 Veteran's Day	November 11, 2009	November 11, 2010
8 Thanksgiving Day	November 26, 2009	November 25, 2010
9 The Friday following Thanksgiving 10 Day	November 27, 2009	November 26, 2010
11 Christmas Eve	December 24, 2009	December 23, 2010
12 Christmas Day	December 25, 2009	December 24, 2010
13 Day After Christmas	December 28, 2009	December 27, 2010
14 New Year's Eve 15 (in lieu of Admission Day)	December 31, 2009	December 30, 2010
16 New Year's Day	January 1, 2010	December 31, 2010
17 Martin Luther King, Jr. Day	January 18, 2010	January 17, 2011
18 Lincoln's Birthday	February 8, 2010	February 14, 2011
19 Washington's Birthday	February 15, 2010	February 21, 2011
20 Spring Recess Day	April 5, 2010	April 22, 2011
21 Memorial Day	May 31, 2010	May 30, 2011

22 11.2 Holidays on Saturday or Sunday

23 When a scheduled holiday falls on a Saturday, the preceding workday not a
24 holiday shall be deemed to be that holiday. When a scheduled holiday falls on a
25 Sunday, the following workday not a holiday shall be deemed to be that holiday.
26 This section shall not apply to section 11.4.

27 11.3 Holiday Eligibility

28 Except as otherwise provided in this section, a unit member must be in a paid
29 status on the working day immediately preceding or succeeding the holiday to be
30 paid for the holiday.
31

Article 11: Holidays

1 11.3.1 Regular unit members who are not normally assigned to duty during the
2 school holidays of December 24, December 25 and January 1 shall be
3 paid for those three holidays provided they were in paid status during
4 any portion of the working day of their normal assignment immediately
5 preceding or succeeding the holiday period.

6 11.4 Additional Holidays

7 Every day appointed by the President or the Governor of this State as a public
8 fast, thanksgiving or holiday, or any day declared a holiday by the Governing
9 Board under current Education Code or its successors shall be paid holidays for
10 all employees in the bargaining unit.

1 ARTICLE 12: SALARIES

2 12.1 CSEA and the District agree to the following:

3 12.1.1 For the 2009-10 fiscal year, effective July 1, 2009 the salary schedule
4 will revert back to the 2007-08 salary schedule and the increase will be
5 zero percent (0%).

6 12.1.2 For the 2010-11 fiscal year the salary increase will be zero percent
7 (0%).

8 12.2 Promotion

9 Upon promotion to a classification carrying with it a higher salary range, a unit
10 member shall receive the step placement in that range that represents the first
11 highest dollar amount above the amount previously earned provided that said
12 increase represents an amount of not less than five percent (5%) except that the
13 new salary shall not exceed the highest step in the new range.

14 12.3 Anniversary Increments

15 A unit member covered by this Agreement shall receive during the term of this
16 Agreement any anniversary salary increment provided for in Appendix B. Such
17 increments shall be earned for each year of satisfactory service. A year of
18 service shall commence with the unit member's original date of hire for
19 incremental purposes and such date for future anniversary increments shall not
20 be modified as a result of any promotion and/or transfer.

21 12.4 Overtime Compensation

22 Except as provided herein, approved overtime worked will be compensated for at
23 one and one-half (1-1/2) times the regular hourly rate of pay.

24 12.4.1 Compensation for approved overtime worked may be in the form of
25 compensatory time off upon prior agreement of the unit member and the
26 immediate administrator or designee subject to the following:

27 12.4.1.1 The unit member and the immediate administrator or
28 designee will agree to this form of compensation prior to the
29 working of overtime.

30 12.4.1.2 Compensatory time will equal one and one-half (1-1/2) hours
31 for each approved overtime hour worked.

1 12.4.1.3 Compensatory time off shall be taken at a time mutually
2 acceptable to the immediate administrator and the unit
3 member subject to 12.4.1.4.

4 12.4.1.4 Compensatory time not utilized within a 90-day period, or by
5 the end of a fiscal year, whichever comes first, shall be
6 reported to the Payroll Department through standard District
7 channels and will be compensated for as regular overtime
8 worked (pursuant to 12.4 above).

9 The District and CSEA will develop a form that will address
10 compensatory time usage including time, date, signatures of
11 the employee and supervisor as well as citing pertinent lines
12 of the contract.

13 12.4.1.5 Utilization of compensatory time pursuant to this article shall
14 be in conformity with applicable law.

15 **12.5 Holiday Compensation**

16 Unit members assigned and directed by their immediate administrator or
17 designee to provide service on a holiday authorized by this Agreement (Article
18 11) shall be compensated at the rate of one and one-half (1-1/2) times the
19 regular rate of pay for each assigned hour worked on said holiday. Such
20 compensation for assigned work on a holiday shall be in addition to the normal
21 day's pay for those unit members entitled to holiday privileges.

22 12.5.1 A unit member who works a regular workweek schedule of Monday
23 through Friday shall receive the member's regular rate of pay in addition
24 to overtime pay when he/she is assigned to work on Saturday or
25 Sunday of the weekend that a Monday or Friday is observed as a
26 holiday (holiday weekend).

27 12.5.2 A unit member who works a regular workweek schedule other than
28 Monday through Friday shall also receive the member's regular rate of
29 pay in addition to overtime pay when he/she is assigned to work on the
30 respective holiday weekend.

31 12.5.3 Bus Drivers

1 12.5.3.1 In the event a holiday falls on a Saturday, the holiday shall
2 be observed on the preceding Friday. In the event the
3 holiday falls on a Sunday, the holiday shall be observed on
4 the following Monday.

5 12.5.3.2 Drivers who wish to work and sign up for field trips on the
6 above-referenced Saturday or Sunday shall receive one and
7 one-half times the regular rate of pay for all hours worked.

8 12.5.3.3 Should the District require drivers to work the above
9 referenced Saturday or Sunday, compensation shall be at
10 the rate outlined in Section 12.5.1.

11 12.5.3.4 The District agrees not to subcontract such weekend
12 assignments except under extraordinary circumstances and
13 upon prior mutual agreement with CSEA.

14 12.6 Shift Differential

15 A probationary and permanent unit member who is regularly assigned to work at
16 least one-half (1/2) of his/her regular assignment between the hours of 5 p.m.
17 and 7 a.m. shall be paid at a monthly or hourly rate one step higher
18 (approximately five percent).

19 12.7 Call In/Call Back

20 If a unit member is called for an unscheduled return to work after his/her normal
21 assigned time, he/she shall be compensated at the appropriate rate for a
22 minimum of two (2) hours.

23 12.8 Work Cancellation Compensation

24 Unit members reporting for work and sent home due to unusual circumstances
25 shall be compensated for a regular working day. Part-time hourly unit members
26 with fluctuating hours shall receive compensation which is calculated on the
27 same basis as vacation and sick leave entitlement.

28
29 12.9 Longevity Compensation

30 Unit member compensation as otherwise determined shall be increased by the
31 following percentage of base salary:

1 Base salary + 2.5 percent per month at the beginning of the 11th year of service;
2 Base salary + 5.0 percent per month at the beginning of the 16th year of service;
3 Base salary + 7.5 percent per month at the beginning of the 21st year of service;
4 Base salary + 12.5 percent per month at the beginning of the 26th year of
5 service, or unit members with a minimum of ten (10) years of service with the
6 District compensation as otherwise determined shall be increased by an amount
7 of \$62.50 per month for full time unit members and \$.36 per hour for hourly unit
8 members for service after the first day of the calendar month following the sixty
9 second (62nd) birthday until they retire from the District service.

10 12.10 Working Out of Class

11 A regular employee required to work in a higher classification for a day or more
12 shall receive the higher pay rate for the entire period the employee is required to
13 work out of classification.

14 12.10.1 Employees assigned to perform duties of a lower classification shall be
15 compensated at their regular rate of pay.

16 12.11 Professional Growth

17 All permanent classified employees who have been employed for a minimum of
18 one continuous year qualify for participation in the Professional Growth Program.
19 A copy of the Professional Growth Program is available in the Classified
20 Personnel Office.

21 12.11.1 Eligible employees who have earned ten (10) approved growth points
22 shall receive a growth award in the amount of \$750, payable in a lump
23 sum. Professional growth payments may be received yearly. The
24 maximum number of professional growth awards available to an
25 employee is seven (7). A committee of two (2) members appointed by
26 CSEA and the Director of Human Resources-Classified will review the
27 guidelines for Professional Growth.

28 12.11.2 With prior approval of the immediate supervisor and principal or District
29 division head, a unit member may be released for up to one day for a
30 Professional Growth activity as defined in the classified Professional
31 Growth Program. Such release time is not cumulative from year to

1 year. Unit members are encouraged to apply the activity to the
2 approved Professional Growth Program for appropriate points.

3 12.11.3 Unit members are entitled to one day (or pro rata) of release time to
4 attend the districtwide staff development day organized under the
5 auspices of Human Resources-Classified.

6 12.12 Payroll Deductions for Insurance and Savings

7 The District shall provide the opportunity for all bargaining unit members to
8 participate in a Section 125 Plan.

9 12.13 Partial Monthly Compensation

10 Monthly employees entering a work month late or terminating before the end of
11 the work month will be paid their standard daily rate times the actual number of
12 days worked.

1 ARTICLE 13: FRINGE BENEFITS

2 13.1 The health and welfare plans shall be fully funded by the District for the 2009-10
3 fiscal year for benefit eligible unit members and their eligible dependents. The
4 health and welfare plans include a composite Anthem/Blue Cross POS medical
5 plan, dental, vision, life, accidental death and dismemberment and long term
6 disability.

7 In order to maintain the current benefit level, should the 2010-2011 renewal rate
8 to the premium be above ten percent (10%), the District and CSEA agree to
9 review RFP/quotes to keep health care premiums down.

10 Brief summaries of the fringe benefit plans for the term of this agreement are
11 contained in Appendix C.

12 13.1.1 Eligible dependents under this Article are defined in the "Service
13 Agreement" between the District and each benefit carrier and are
14 available in the Insurance Department for review by any employee.

15 13.2 During the term of the agreement, the District and CSEA agree to continue to
16 meet quarterly to discuss common interests and issues related to the health
17 benefits program. The District shall provide health benefits data including but not
18 limited to:

19 13.2.1 Utilization reports and updates

20 13.2.2 Financial data related to health premiums

21 13.2.3 Other health coverage issues

22 13.3 The District and CSEA commit to work jointly to educate our members on the
23 most cost effective usage of our health benefits plan.

24 13.4 An updated benefit plan summary will be provided to each benefit eligible unit
25 member at the time of hire or by October 1 of each year.

26 13.5 A unit member who works thirty (30) or more regularly assigned hours per week
27 shall be considered eligible to receive the District health and welfare plans
28 outlined in Section 13.1 of this Article.

29 13.5.1 Continued eligibility is dependent upon continued employment at
30 thirty (30) or more regularly assigned hours per week; however, when
31 a unit member's hours are involuntarily reduced to less than thirty

1 (30) hours per week he/she shall continue to receive current fringe
2 benefits during the remainder of the school year or no less than three
3 (3) months, whichever is greater.

4 13.5.2 Fringe benefit coverage shall terminate on the last day of the
5 calendar month in which the unit member terminates employment
6 with the District.

7 13.6 Health and Accident Insurance Upon Retirement

8 13.6.1 Entitlement

9 A unit member who attains age 55 and retires from active service
10 under the State Retirement System provisions after fifteen (15) years
11 of full-time continuous service * (see 13.6.2) in one or more of the
12 public school districts within the boundaries of the District shall be
13 entitled to the health benefit package offered to active employees and
14 eligible dependents in Section 13.1 of this Article, until the end of the
15 month in which the retiree reaches age 65 or until the retiree
16 becomes Medicare eligible. Retirees who reach the age of 65 may be
17 eligible to purchase the District's health insurance program.

18 Effective July 1, 2013, early retirees will be eligible for a benefit plan
19 at the in-state rate. Any out-of-state retiree will pay the difference for
20 the out-of-state rate. (Applies to employees who retire on or after July
21 1, 2013.)

22 13.6.2 *"Full-time continuous service" as used in this section shall mean a
23 unit member who for ten (10) of the fifteen (15) years' service
24 requirement qualified for District fringe benefit contribution. "Fifteen
25 (15) years of full-time continuous service," as used in this sub-section
26 shall be construed to include periods of prior District service that were
27 interrupted by an employee resignation, provided said employee was
28 reinstated to, and accepted the first bona fide offer of reinstatement by
29 the District after employee resignation.

30 13.7 Seasonal, temporary and part-time unit members will be enrolled in the Public
31 Agency Retirement System - Alternate Retirement System (PARS-ARS) effective

Article 13: Fringe Benefits

1 December 16, 1995. This plan is an alternative to Social Security for those
2 employees who are not eligible for the Public Employee Retirement System
3 (PERS) or another qualified retirement system provided or maintained by the
4 District. The plan is a defined contribution retirement plan to which the District
5 contributes 1.3 percent of employee compensation and the employee contributes
6 6.2 percent of compensation. Eligible employees are 100 percent vested.

1 ARTICLE 14: LEAVES OF ABSENCE

2 14.1 General Provisions

3 14.1.1 A unit member returning from a long-term leave on the date specified
4 in the leave agreement shall be placed either in his/her former position,
5 a position in the same class, in a related position, or a position with the
6 same salary range.

7 14.1.2 Absence under any paid leave provision of this Article shall not be
8 considered as a break in service for a permanent unit member.
9 Benefits accruing under the provisions of this Agreement shall continue
10 to be provided while the unit member is in paid status. A unit member
11 who is granted a leave of absence without pay shall be granted the
12 option to continue benefits at his/her own expense until the unit
13 member returns to paid status or is terminated. For probationary unit
14 members, an authorized paid short-term leave shall not be considered
15 a break in the continuity of service required for classification of the unit
16 member as permanent.

17 14.1.3 With prior written notification, the District may require such evidence as
18 is appropriate to substantiate leave utilization under this Article.

19 14.1.4 Immediate family as used in this Article is defined as:

- | | | |
|----|--|------------------|
| 20 | mother/(in-law) | stepmother |
| 21 | father/(in-law) | stepfather |
| 22 | son/(in-law) | stepson |
| 23 | daughter/(in-law) | stepdaughter |
| 24 | brother/(in-law) | stepbrother |
| 25 | sister/(in-law) | stepsister |
| 26 | grandchild | step-grandchild |
| 27 | grandmother/(in-law) | step-grandmother |
| 28 | grandfather/(in-law) | step-grandfather |
| 29 | husband | |
| 30 | wife | |
| 31 | any relative or singular individual designated as significant other living | |

Article 14: Leaves Of Absence

1 in the immediate household of the employee; any dependent for whom
2 the unit member is the court-appointed legal guardian, and domestic
3 partners (per AB 2208).

4 14.2 Termination of and Return from Leave

5 14.2.1 All leaves of absence shall be considered terminated upon dismissal,
6 layoff, resignation, or retirement.

7 14.2.2 Preferably within ten (10) and in no case less than five (5) working
8 days prior to the end of an authorized long-term leave, the unit
9 member shall notify the Director of Human Resources-Classified in
10 writing of the date of intended return to work.

11 14.2.3 Except in the event of extenuating circumstances, failure to return to
12 work on the date specified in any leave agreement shall be considered
13 unauthorized absence and a cause for suspension or dismissal. If the
14 unit member fails to contact the District or fails to return to work within
15 five (5) days after the return date, he/she shall be automatically
16 suspended for ten (10) working days. During the ten (10) day period,
17 the unit member shall be entitled to apply for reinstatement. At the end
18 of the ten (10) days, he/she may be reinstated or dismissed.

19 14.3 Leave of Absence for Illness or Injury

20 14.3.1 Any regular unit member who is employed five (5) days per week and
21 ten (10) or more months per year shall be entitled to twelve (12) days
22 per year of paid illness leave for illness, injury, or exposure to
23 contagious disease.

24 14.3.2 Any unit member employed less than forty (40) hours per week shall
25 be entitled to the proportion of twelve (12) days as the number of hours
26 employed relates to forty (40) hours.

27 14.3.3 Earned and unused paid illness leave days shall be accumulated from
28 year to year without limit.

29 14.3.4 Permanent unit members may use their annual entitlement plus
30 accumulated illness leave at any time subject to the provisions of this
31 Agreement. Unit members on probationary status are limited to the

1 number of days corresponding to the number of months worked in their
2 probationary period plus accumulated days of illness leave transferred
3 from a former district.

4 14.3.5 Proof of illness or injury and medical clearance for return to work are
5 required for each illness or injury beyond five (5) consecutive working
6 days. Proof and clearance shall be in the form of a written statement
7 from a licensed physician or recognized practitioner, listing dates of
8 necessary absence from work and approving or recommending a
9 return date.

10 14.4 Transfer of Illness Leave From Another District

11 14.4.1 Any unit member employed by a California school district for a period
12 of one (1) calendar year or more who terminates employment with that
13 district and within one (1) calendar year accepts a classified position
14 with this District, shall be credited with all unused paid illness leave
15 earned in the former California school district.

16 14.5 Industrial Accident or Illness Leave

17 14.5.1 Industrial accident or illness leave provisions are as follows:

18 14.5.1.1 Allowable leave under this section shall be for no more than
19 sixty (60) working days in any one (1) fiscal year for the
20 same accident or illness.

21 14.5.1.2 Leave commences on the first day of authorized absence.

22 14.5.1.3 Leave includes time spent in a physician's or recognized
23 practitioner's office for preliminary or subsequent
24 examination.

25 14.5.1.4 The leave is not cumulative from year to year.

26 14.5.1.5 When an accident or illness overlaps into the next fiscal
27 year, the unit member shall be entitled to only that amount
28 of the sixty (60) days allotment remaining at the end of the
29 fiscal year in which the accident or illness occurred.

30 14.5.1.6 Unit members are eligible for the provisions of this section
31 upon completion of their probationary status.

Article 14: Leaves Of Absence

1 14.5.2 When the industrial accident or illness leave entitlement has been
2 exhausted, earned regular sick leave shall then be used.

3 14.5.3 When earned regular sick leave has been exhausted, unit members
4 shall be entitled to earned vacation leave and to leave for extended
5 illness or injury in the order of their preference.

6 14.5.4 Any unit member receiving benefits under this section shall, during
7 periods of injury or illness, remain within the State of California unless
8 the Board of Trustees authorizes travel outside the State.

9 14.5.5 When all leaves of absence, paid or unpaid, have been exhausted due
10 to an industrial accident or illness and if unit members are not
11 medically able to resume the duties of their positions or if they do not
12 accept another position in the District, their names shall be placed on
13 the District's reemployment list for a period not to exceed thirty-nine
14 (39) months. At any time during the thirty-nine (39) months the unit
15 members shall be entitled to reemployment in their former classes.
16 Such entitlement shall prevail over all other available candidates
17 except those listed on a reemployment list established as a result of
18 layoff or lack of work or lack of funds.

19 14.5.6 Upon resumption of duties in the unit members' former classes, the
20 break in service, if within the thirty-nine (39) month period, shall be
21 disregarded and the unit members shall be restored in a permanent
22 status without loss of seniority status.

23 14.5.7 A written authorization from a licensed physician or recognized
24 practitioner is required prior to the unit member's return to work.

25 14.5.8 Unit members who, within the thirty-nine (39) month period, have been
26 authorized by a licensed physician or recognized practitioner to return
27 to work and who fail to accept an appropriate assignment shall forfeit
28 their reemployment rights.

29 14.6 Personal Emergency or Personal Necessity Leave at Full Pay

30 14.6.1 Up to seven (7) days in any fiscal year may be used by a unit member
31 for reasons of personal emergency or personal necessity which

Article 14: Leaves Of Absence

1 requires the attention of the unit member during working hours. Such
2 days shall be deducted from earned and/or accumulated illness or
3 injury entitlements (Articles 14.3). The following are included under this
4 category:

5 14.6.1.1 Leave in addition to and contiguous with bereavement
6 leave as a result of the death of a member of the unit
7 member's immediate family as defined in 14.1.4.

8 14.6.1.2 Accident, involving his/her person or property, or the person
9 or property of his/her immediate family as defined in 14.1.4
10 of such an emergency nature that the immediate presence
11 of the employee is required during the work day.

12 14.6.1.3 Serious illness or surgery involving a member of the unit
13 member's immediate family as defined in 14.1.4.

14 14.6.1.4 This leave may not be utilized for purposes involving
15 employee organization-initiated activities or for purposes of
16 seeking employment outside the District.

17 14.6.2 Personal Business Leave

18 With prior approval of the immediate supervisor and principal or District
19 division head, a unit member shall be granted a maximum of five (5)
20 days of personal business leave during any fiscal year. Said leave will
21 be charged against the unit member's accumulated sick leave and may
22 be taken in no less than one-hour increments and fifteen minutes
23 thereafter.

24 14.6.2.1 The maximum number of unit members to be granted
25 personal business leave in any one day shall not exceed
26 five (5) unit members on any one campus or in any one
27 department.

28 14.6.2.2 Personal Business Leave shall normally not be used
29 contiguous with vacation days or holidays.

30 14.6.2.3 Personal Business Leave may be taken for religious
31 observance.

14.7 Leave for Extended Illness or Injury

14.7.1 Unit members shall be entitled to extended illness or injury leave of one hundred (100) non-cumulative work days per fiscal year exclusive of accumulative illness or injury leave to which they are entitled.

14.7.2 For absences involving illness or injury in excess of the sum of the current year's unused sick leave and accumulated sick leave, the unit member will receive a differential of fifty percent (50%) of his/her daily rate of pay up to one-hundred (100) work days. For example, if a unit member has six (6) unused sick days in the current year and has accumulated fifty (50) sick days, the fifty-six (56) days are used first with the one hundred (100) work days of differential pay to follow.

14.7.3 For any use of extended illness or injury leave, the District shall require verification from a licensed physician or recognized practitioner that the employee is physically unable to perform his/her customary duties. A medical clearance for return to work shall be required by the District.

14.8 Maternity Leave

14.8.1 Leave Without Pay

A unit member may request a leave of absence without pay during pregnancy and recovery therefrom.

14.8.2 Leave With Pay

A unit member may elect to utilize illness leave during that portion of such pregnancy and recovery therefrom when the unit member is certified by a licensed physician or recognized practitioner as not being able to perform normal duties.

14.8.3 Return from maternity leave shall require medical clearance from a licensed physician or recognized practitioner.

14.9 Military Leave

Military Leave shall be granted so as not to conflict with the Military and Veterans Code and the Education Code.

14.10 Jury Duty and Witness Leave

14.10.1 Leave of absence for jury service shall be granted to any unit member

Article 14: Leaves Of Absence

1 who has been officially summoned to jury duty in local, state, or federal
2 courts. Leave shall be granted for the period of the jury service. The
3 unit member shall receive full pay while on leave provided that the jury
4 service fee for such leave is assigned to and the subpoena or court
5 certification is filed with the District. Request for jury service leave shall
6 be made by presenting the official court summons to jury service to the
7 unit member's immediate supervisor who shall forward it to the Director
8 of Human Resources-Classified.

9 14.10.2 Leave of absence to appear as a witness on behalf of the District shall
10 be granted a unit member when he/she has been served a subpoena
11 to appear as a witness, not as the litigant in the case. The length of the
12 leave granted shall be for the number of days in attendance as certified
13 by the clerk or another authorized officer. The unit member shall
14 receive full pay during the leave period provided that the witness fee
15 for such leave is assigned to and the subpoena or court certification is
16 filed with the District. Request for leave of absence to serve as a
17 witness shall be made by presenting the official summons to the unit
18 member's immediate supervisor who shall forward it to the Director of
19 Human Resources-Classified. Witness Leave shall not be authorized
20 for employee organization-related activities.

21 14.10.2.1 When an employee is summoned to appear in court on
22 behalf of the District during winter, spring, or summer
23 recess, the employee shall be compensated at his/her
24 hourly rate according to this contract. Mileage
25 compensation shall be given if the employee uses his/her
26 personal vehicle.

27 14.10.3 The jury service fee and witness fee referred to in 14.10.1 and 14.10.2
28 do not include reimbursement for transportation expenses.

29 14.10.4 Attendance at Workers' Compensation Hearings

30 When an injured unit member appeals the decision of the District in
31 rejecting liability in his/her case, and when, in the interest of justice and

Article 14: Leaves Of Absence

1 of protecting all legal rights of the injured unit member, it is necessary
2 or desirable for other unit members to attend the hearing of the appeal,
3 said unit members may attend without loss of salary.

4 14.10.5 A unit member who has received a leave of absence under this section
5 shall make himself/herself available for work hours when his/her
6 presence is not required in court.

7 14.11 Special Purpose Leave

8 14.11.1 A Special Purpose leave of absence may be requested by the unit
9 member and may be approved by the District for a period not to
10 exceed twelve (12) months for reasons satisfactory to the District.
11 Upon approval, the unit member shall have the option to retain his/her
12 benefits at his/her expense.

13 14.11.2 Requests for Special Purpose leaves shall be submitted in writing
14 through administrative channels and be in the possession of the
15 Director of Human Resources-Classified at least ten (10) working days
16 in advance of the beginning date of leave, or any Governing Board
17 meeting at which the leave request will be considered, whichever is
18 longer.

19 14.11.3 All Special Purpose leaves shall be subject to the recommendation of
20 the immediate supervisor and principal or District division head.
21 However, the Superintendent reserves final authority for
22 recommending or not recommending a leave to the Board of Trustees,
23 and for setting the starting and ending dates of a leave. Leaves of ten
24 (10) days or less duration shall be approved or denied at the discretion
25 of the Superintendent, or his/her designee, and shall not require
26 Governing Board consideration.

27 14.11.4 Examples for which Special Purpose leaves may be requested are
28 childrearing, retraining, study and health.

29 14.12 Vacations

30 14.12.1 Request for Vacation

31 Request for vacation must be made on the approved form and

Article 14: Leaves Of Absence

submitted to the unit member's immediate supervisor.

14.12.2 Approval of vacation shall be granted at times that are consistent with the needs of the District; however, they shall be scheduled on an annual basis upon request of the unit member. Effort shall be made to comply with the unit member's request.

14.12.3 Approval and/or change of vacation shall be determined by mutual agreement between the unit member and the unit member's immediate supervisor. Every attempt shall be made to reach mutual agreement at the site level. If agreement is not reached, the matter shall be referred to the Director of Human Resources-Classified.

14.12.4 Vacation entitlement for full-time unit members shall be as follows:

<u>Years of Service</u>	<u>Entitlement</u>		
	<u>10 mo.</u>	<u>11 mo.</u>	<u>12 mo.</u>
1 - 5	10 days	11 days	12 days
6	11 days	12 days	13 days
7	12 days	13 days	14 days
8	13 days	14 days	15 days
9	14 days	15 days	16 days
10	15 days	16 days	17 days
11 - 15	16 days	17 days	18 days
16 - 20	17 days	18 days	19 days
Over 20	18 days	19 days	20 days

14.12.5 Part-time Hourly Unit Members

Regular unit members employed on an hourly basis who are assigned to work less than 87-1/2 percent of the normally assigned time of the majority of unit members shall accrue vacation entitlement at the rate of 0.04624 hour for each hour the unit member is in paid status, excluding overtime, regardless of the number of hours or days worked per week as long as said unit member is regularly employed for fewer than thirty-five (35) hours. Entitlement for years of service shall be computed on the same basis as for full-time unit members. This

1 section shall apply from the date of ratification through the term of this
 2 agreement.

3 14.12.6 Recess Vacations

4 Unit members shall utilize vacation during the winter and spring recess
 5 with the following exceptions:

6 14.12.6.1 The unit member shall be allowed to work during the
 7 winter and spring recess upon mutual agreement between
 8 the unit member and the unit member's immediate
 9 supervisor. If no agreement can be reached, the matter
 10 may be referred to the District and CSEA for resolution.

11 14.12.6.2 The unit member shall be allowed to take days off without
 12 pay, upon mutual agreement between the unit member
 13 and the unit member's immediate supervisor. If no
 14 agreement can be reached, the matter may be referred to
 15 the District and CSEA for resolution.

16 14.12.6.3 The unit member may utilize advanced unearned vacation
 17 during winter and spring recess. If the unit member leaves
 18 the employ of the District, he/she shall be liable for
 19 reimbursement of utilized unearned vacation and such
 20 reimbursement shall be deducted from the employee's last
 21 check when possible to do so. Probationary employees
 22 that do not pass probation will owe the cost of vacation
 23 back to the District.

Use of Vacation During Recess

<u>Status</u>	<u>Thanksgiving</u>	<u>Winter</u>	<u>Spring</u>
Probationary PT	No	Yes (advanced)	Yes (advanced)
Probationary FT	No	Yes (advanced)	Yes (advanced)
Permanent PT	Yes (accumulated)	Yes (advanced)	Yes (advanced)
Permanent FT	Yes (accumulated)	Yes (advanced)	Yes (advanced)

24
 25 14.12.7 Maximum Entitlement

26 Vacation credit may be accumulated to a total not exceeding that

Article 14: Leaves Of Absence

1 which the unit member could earn in fifteen (15) months, except that
2 upon written approval of the immediate supervisor and principal or
3 District division head, vacation credit may be accumulated to a total not
4 to exceed that which the unit member could earn in two years.

5 14.12.7.1 The following classified positions have a direct impact on
6 student centered programs and are tied to the
7 instructional calendar. Therefore, any unused
8 accumulated vacation credit will be paid out at the end of
9 the fiscal year.

- 10 Food Services Assistant
- 11 Senior Food Services Assistant
- 12 Cook/Baker
- 13 Food Services Manager
- 14 Instructional (any classification that starts with
- 15 "Instructional")
- 16 Bus Driver
- 17 Campus Supervisor
- 18 Child Day Care Assistant
- 19 Clerical Assistant
- 20 Braille Transcriber
- 21 Interpreter/Translator
- 22 Athletic Trainer
- 23 Community Outreach Specialist DL

24 Other related positions may be affected and added to this
25 list as needed by the District with prior approval of CSEA
26 Chapter 157.

27 Any permanent unit member in these classifications may
28 annually request in writing by April 30, an exception to this
29 section. Upon written approval by the immediate
30 administrator the member may accumulate vacation.

31 14.12.8 Compensation for Unused Vacation

Article 14: Leaves Of Absence

1 A unit member shall be paid for his/her accumulated vacation credit at
2 the rate of pay applicable to his/her current rate.

3 14.12.9 Emergency Compensation

4 When a unit member has accumulated the maximum allowable
5 vacation credit and when a critical emergency prevents his/her being
6 off duty, the nature and duration of the emergency shall be reported to
7 the Superintendent or his/her designated representative who shall
8 authorize payment in lieu of vacation earned above the maximum or
9 may permit the accumulation of excess vacation credit for the duration
10 of the emergency.

11 14.12.10 Vacation Compensation Rate

12 The rate at which vacation is paid shall be the unit member's current
13 rate. A unit member whose vacation is earned and begun under a
14 given status shall suffer no loss of earned vacation credit by reason of
15 subsequent changes in conditions of employment during that vacation.

16 14.12.11 Use of Vacation

17 Vacation entitlement may be used only after it is earned unless
18 otherwise ordered and authorized by the immediate supervisor and
19 principal or District division head. Vacation may be taken in no less
20 than one-hour increments and fifteen minutes thereafter.

21 14.12.12 Vacation Entitlement While on Illness or Bereavement Leave

22 Any classified employee who commences his/her prescribed vacation
23 period and subsequently becomes ill or is bereaved before the
24 vacation period has been completed shall be placed on sick or
25 bereavement leave under the following conditions:

- 26 1. If the illness or bereavement is for three (3) consecutive days or
27 more.
- 28 2. If the illness or bereavement is such that had the employee
29 been working, he/she would have been absent on sick or
30 bereavement leave. Winter, spring, and summer recess do not
31 qualify for less than 12-month employees.

Article 14: Leaves Of Absence

- 1 3. If the illness is verified by a physician's signed statement (EC
2 45200).
- 3 4. If the employee normally is required to return to duty
4 immediately following the vacation period.
- 5 5. If the request is filed with the immediate administrator within two
6 (2) weeks of the illness or bereavement or within, at the latest,
7 one (1) week of the employee's return to duty unless
8 extraordinary extenuating circumstances exist which prevent
9 such filing.
- 10 6. If the filed request fully outlines the reasons for the request and
11 is fully substantiated to include medical reports in the case of
12 illness.
- 13 7. When all or part of an employee's vacation is to be converted to
14 illness or bereavement leave, the appropriate vacation credit
15 shall be restored to the employee's earned vacation balance. If
16 possible, the employee shall be granted the opportunity to
17 consume his/her vacation credit in order not to exceed the limit
18 on accrued vacation.

19 14.13 Catastrophic Leave

20 A sick leave bank for catastrophic leave has been established since September
21 1, 1994. Procedures for catastrophic leave are available from the Classified
22 Personnel Department. The catastrophic leave committee shall control the use of
23 sick leave for this purpose based upon the following requirements/conditions:

24 14.13.1 Definition: "Catastrophic illness or injury" shall mean an illness or injury
25 that is expected to incapacitate the employee for an extended period of
26 time, or that incapacitates a member of the employee's immediate
27 family. This incapacity requires the employee to take time off from work
28 for an extended period of time to care for that family member which
29 creates a financial hardship for the employee because the employee
30 has exhausted all sick leave and other paid time off.

31 14.13.2 Requirements

Article 14: Leaves Of Absence

1 14.13.2.1 The employee requests leave and provides verification of
2 injury or illness.

3 14.13.2.2 The District and the Association mutually determine the
4 employee is unable to work.

5 14.13.2.3 The employee has exhausted all vacation and sick leave.

6 14.13.2.4 Employees irrevocably donate sick leave and vacation
7 leave to the sick leave bank in increments of eight (8)
8 hours.

9 14.14 Interruption of Vacation or Other Paid Leave

10 14.14.1 When a principal or District division head determines that conditions
11 warrant a change, a unit member on vacation leave or other paid leave
12 may change to paid illness, bereavement, or personal necessity leave
13 without returning to active service.

14 14.14.1.1 This section shall not apply to ten-month (10-month)
15 employees during recess periods.

16 14.15 Bereavement Leave

17 14.15.1 A leave of absence with pay, for up to three (3) working days or five (5)
18 working days if one way travel of more than 300 miles is involved, shall
19 be granted a unit member whether probationary or permanent, as a
20 result of the death of a member of the unit member's immediate family.

21 14.15.2 If prolonged travel is required or extenuating circumstances exist, the
22 unit member may use additional leave under provisions for personal
23 necessity, personal business, vacation or unpaid leave. Request for
24 such unpaid leave must be approved by the Director of Human
25 Resources-Classified.

26 14.15.3 When attending the funeral of a person not listed in the definition of
27 immediate family, a unit member may use personal necessity leave.

28 14.16 Family Leave

29 14.16.1 Family and Medical Leave is an unpaid leave provided for employees
30 in compliance with Federal law and California Government Code
31 section 12945.2. Employees eligible for this leave may be entitled to

Article 14: Leaves Of Absence

1 paid health care coverage for up to twelve (12) weeks.

2 14.16.2 Family and Medical Leave may be available to an employee for the
3 following reasons:

4 14.16.2.1 Birth, adoption and foster care of a child.

5 14.16.2.2 Serious health condition of the employee's child, parent or
6 spouse.

7 14.16.2.3 Serious health condition of employee.

8 14.16.3 A "serious health condition" is defined as one which requires one or
9 more of the following: inpatient hospital care, or an illness, injury or
10 other condition lasting more than three (3) days, or pregnancy, or a
11 chronic serious health condition, or a long-term or permanent disabling
12 health condition, or a condition requiring multiple treatments to prevent
13 a period of incapacity of more than three (3) days.

14 14.16.4 An employee is eligible to use this unpaid leave for the reasons above
15 if the employee has at least twelve (12) months of service with the
16 District and either (1) has worked for the District at least 1250 hours
17 during the last twelve (12) months or (2) works thirty (30) or more
18 regularly assigned hours per week.

19 14.16.5 The unpaid leave may extend up to twelve (12) weeks within the fiscal
20 year beginning July 1 and ending June 30. The leave may be taken
21 intermittently or on a reduced basis.

22 14.16.6 The employee may be requested to provide a doctor's certification of
23 the health condition of the employee's relative and a statement that the
24 condition requires the employee to provide health care.

25 14.16.7 An employee who plans to take family leave must provide the District
26 at least thirty (30) days advance notice unless an emergency arises.
27 The responsibility for designating leaves as FMLA lies with the District.
28 When an employee requests a leave for a reason which may qualify as
29 FMLA, the District must give notice as required by the Department of
30 Labor regulations.

31 14.16.8 This leave shall run concurrently with all other leaves in this article with

Article 14: Leaves Of Absence

1 the exception of industrial accident and illness and pregnancy disability
2 leaves. Employees on maternity leaves exceeding twelve (12) weeks
3 shall only receive paid health care for twelve (12) weeks.

1 ARTICLE 15: WORK ENVIRONMENT

2 15.1 Personal Safety

3 Any abuse of school personnel, assault or battery upon school personnel, or any
4 threat of force or violence directed toward school personnel, at any time or place
5 which is related to school activity or school attendance, shall be reported by
6 employees to their immediate supervisor and/or administrator. Employees shall
7 complete reports required by the District relating to the violations described
8 herein. Unit members may use reasonable force in the performance of their
9 duties when necessary to insure the safety of themselves or others, or necessary
10 for reasonable control of students. This provision shall not be construed to
11 authorize corporal punishment by staff members.

12 15.2 Workers' Compensation

13 Employees shall be provided coverage under the terms and conditions of the
14 District Workers' Compensation Program and illness leave provision for any
15 injury or illness arising out of or in the course of their employment.

16 15.3 Job Safety

17 Employees shall be responsible for immediately submitting written reports to their
18 immediate supervisor and/or administrator of unsafe working conditions, facilities,
19 or equipment. The District will comply with applicable standards of the California
20 Occupational Safety and Health Act, and the provisions of the school district
21 property and liability insurance programs.

22 15.4 Personal Property

23 Costs of repairing or replacing property damaged or stolen from unit members
24 while in the line of duty will be reimbursed by the District in cases where prior
25 approval by the immediate administrator has been obtained consistent with limits
26 established upon this cost. This is in accordance with Section 817 of the
27 California Education Code.

28 15.4.1 Limitation on Coverage

29 This rule applies to those items belonging to employees which may
30 regularly or occasionally be voluntarily utilized by them in order to
31 facilitate the performance of their duties. The intent is not to insure

1 items of personal apparel, jewelry, health aids, and the like which are
2 considered a part of employee's person and normally on their person
3 or in their possession while performing their duties.

4 15.4.2 Limitation on Compensation

5 Where theft or damage of authorized personal property occurs, the
6 District liability will not exceed \$2,000 per employee in any school year
7 and will not apply to claims of less than \$10.

8 15.4.3 Burden of Proof

9 In the case of a claim under this article, employee shall bear the
10 burden of proof that the property concerned was duly authorized, in
11 accordance with procedures specified in this article, that the property
12 was damaged or stolen while being utilized in the line of duty, and that
13 the theft or damage was in no way the fault of an employee who
14 exercised reasonable care.

15 15.4.4 Procedure for Approval of Authorized Personal Property on District
16 Sites

17 The unit member annually submits a written request on the District
18 approved form to the principal or District division head and receives
19 approval in advance of the need for such personal property. A copy of
20 this form will be forwarded to the District's Insurance Department and
21 shall be valid for the current school year for which it was submitted.

22 15.4.5 Claim for Reimbursement

23 In case of loss or damage within the provisions of this article, unit
24 members shall submit a claim for reimbursement to the insurance
25 department on the District approved form.

26 15.4.6 Safety Equipment for Public Safety Officers

27 Unit members working and employed as Public Safety Officers shall be
28 provided at District expense with all District required safety equipment
29 necessary to perform their required duties. Safety equipment shall
30 consist of the following items:

- 31 1. All uniforms to include shirts, pants, jackets and patches

Article 15: Work Environment

- 1
2. Sam Brown duty belt
- 2 3. Baton, baton holder, handcuffs and case, pepper spray,
- 3 chemical mace and holder
- 4 4. Flashlight
- 5 5. Bulletproof vest upon request

1 ARTICLE 16: MISCELLANEOUS

2 16.1 Preparation and Distribution of Agreement

3 16.1.1 The District shall prepare sufficient copies of this Agreement to provide
4 one (1) copy to each member of the bargaining unit, one (1) copy to
5 each member of the Board of Trustees, and one (1) copy to each
6 designated management employee of the District. In addition, such
7 additional copies will be prepared to provide for turnover in staff,
8 request from the general public and to comply with procedures of the
9 Public Employees Relations Board (PERB).

10 16.1.2 The Association will distribute a copy of this Agreement to each
11 member of the bargaining unit. The District will provide a copy to each
12 new employee of the District who is a member of the unit.

13 16.1.3 Costs for preparation of this Agreement will be shared equally by the
14 parties.

15 16.2 Training

16 16.2.1 Should the District require a unit member's participation in any form of
17 in-service training program, the unit member shall suffer no loss of
18 compensation. Training activities beyond an eight (8) hour/day or forty
19 (40) hour/week shall be at overtime pay or compensatory time. The
20 unit member shall be reimbursed for the total costs of tuition, fees, or
21 books, if any, when such costs are incurred as a result of District-
22 directed participation.

23 16.3 Personnel Files

24 16.3.1 Any unit member may upon reasonable notice to the District's Human
25 Resources office review material in his/her personnel file outside
26 his/her assigned duty hours subject to the following:

27 16.3.1.1 Such material is not to include ratings, reports, or records
28 which (a) were obtained prior to the employment of the
29 unit member involved, (b) were prepared by identifiable
30 examination or screening committee members, or (c) were
31 obtained in connection with a promotional examination.

1 16.3.2 Information of a derogatory nature, except material mentioned in
2 16.3.1.1, shall not be permanently filed until the unit member is given
3 notice of such material and an opportunity to comment thereon. Ten
4 (10) working days shall be deemed an opportunity in this instance
5 during which time a unit member shall have the right to enter and have
6 attached to any such derogatory statement his/her own comments
7 thereon. The opportunity for review shall, at the request of the unit
8 member, take place during the unit member's normal working hours
9 without loss of compensation.

10 16.3.3 The compliance with procedures set forth in this section shall be
11 subject to the grievance article of this Agreement; however, the content
12 of the document in the unit member's personnel file shall not be the
13 subject of review under that procedure.

14 16.4 Tools

15 Additional tools required by a vehicle maintenance job family employee for
16 assigned District duties on additional equipment, and which the employee does
17 not own, shall be provided at District expense under the following conditions:

18 16.4.1 Said District-provided tools shall not be used for other than assigned
19 District duties;

20 16.4.2 Said District-provided tools shall be inventoried quarterly;

21 16.4.3 Said District-provided tools shall be replaced for the District by the
22 employee if said tools are lost or stolen through the employee's
23 negligence.

1 ARTICLE 17: GRIEVANCE PROCEDURE

2 17.1 General Provisions

3 17.1.1 A grievance is defined as a formal written statement by a unit member
4 or CSEA that the District has violated an express term of this
5 Agreement and that by reason of such violation, his/her rights have
6 been adversely affected. All other matters and disputes of any nature
7 are beyond the scope of these procedures. Also excluded from these
8 procedures are those matters so indicated elsewhere in this
9 Agreement.

10 17.1.2 The President of CSEA or designee may file a grievance on behalf of
11 CSEA if he/she believes the District has violated an express term of
12 Article 5: Association Rights, or Article 6: Organizational Security.

13 17.1.3 The respondent in all cases shall be the District itself rather than any
14 individual. The District may be represented by the appropriate line
15 administrator. The filing or pendency of a grievance shall not delay or
16 interfere with implementation of any District action during the
17 processing thereof.

18 17.1.4 A "day" is a day in which the central administration office of the District
19 is open for business.

20 17.2 Informal Stage

21 Before filing a formal written grievance, the grievant shall attempt to resolve it by
22 means of an informal conference with his/her immediate administrator.

23 17.3 Formal Stage

24 17.3.1 Level I Written to Immediate Supervisor/Site Administrator

25 17.3.1.1 Within twenty (20) days after the occurrence of the act or
26 omission giving rise to the grievance, or within twenty (20)
27 days of when the grievant or CSEA should reasonably
28 have known of the act or omission, the grievant must
29 present such grievance in writing to the site administrator.

30 17.3.1.2 The written statement shall be a clear, concise statement
31 of the grievance, including the specific provisions of this

Article 17: Grievance Procedure

1 Agreement alleged to have been violated, the
2 circumstances involved, the decision rendered at the
3 informal conference, and the specific remedy sought.

4 17.3.1.3 Either party shall be entitled to a personal conference on
5 request. The site administrator or designee shall
6 communicate a decision to the grievant in writing within
7 ten (10) days after receiving the grievance and such action
8 will terminate Level I.

9 17.3.1.4 A copy of the grievance and response shall be forwarded
10 to CSEA.

11 17.3.2 Level II Appeal to the Superintendent or Designee

12 17.3.2.1 In the event the grievant is not satisfied with the decision
13 at Level I, the grievant may appeal the decision in writing
14 to the Superintendent within ten (10) days after
15 termination of Level I.

16 17.3.2.2 This statement shall include a copy of the original
17 grievance, the decision rendered at Level I, and a clear,
18 concise statement of the reasons for the appeal. The
19 grievant or the Superintendent or designee shall be
20 entitled to a personal conference on request.

21 17.3.2.3 The Superintendent or designee shall communicate a
22 decision within ten (10) days after receiving the appeal
23 and such a decision will terminate Level II. CSEA shall
24 receive a copy of the decision.

25 17.3.3 Level III Mediation or Appeal to the Board of Trustees

26 17.3.3.1 In the event the grievant is not satisfied with the
27 recommendation(s) of the Superintendent or designee,
28 he/she may elect to follow path A or path B.

29 (a) appeal to the Board of Trustees, or

30 (b) request CSEA to seek mediation pursuant to this
31 section.

Article 17: Grievance Procedure

1 17.3.3.2 Path A – The Board alone has the power to render a final
2 determination of a grievance. If, upon review of the written
3 decision, the Board of Trustees determines that it is
4 unable to render a final determination on the record, it may
5 reopen the record in closed session to all parties of
6 interest for the taking of additional evidence.

7 17.3.3.3 Path B – Upon written request of CSEA for mediation,
8 delivered to the Superintendent within ten (10) days of the
9 formal Level II response, the Superintendent will request
10 the California Conciliation Service to provide a mediator to
11 assist the District and CSEA in resolving the grievance.

12 17.3.4 Level IV Arbitration

13 17.3.4.1 In the event that either the grievant or the District is not
14 satisfied with the recommendation(s) of the mediation
15 process (Level III) a written request to initiate the
16 arbitration process will be submitted to the Superintendent
17 or designee within ten (10) days or receipt of the
18 mediators recommendation.

19 17.3.4.2 CSEA and the District shall attempt to agree upon an
20 arbitrator. If no agreement can be reached within five (5)
21 days, they shall request the California State Conciliation
22 Service to supply a list of names of persons who are
23 experienced in arbitration. Within five (5) days, each party
24 shall alternately strike names until only one (1) name
25 remains. The remaining panel member shall be the
26 arbitrator. The order of striking shall be determined by lot.

27 17.3.4.3 The fees and expenses of the arbitrator and the hearing
28 shall be borne equally by the District and CSEA. All other
29 expenses shall be borne by the party incurring them.

30 17.3.4.4 The arbitrator shall have no power to add to, subtract
31 from, or modify the terms of the contract or applicable law

Article 17: Grievance Procedure

1 or rules and regulations which have force and effect of
2 law.

3 17.3.4.5 The issues shall be submitted to the arbitrator. The
4 arbitrator shall hear evidence and argument as soon as
5 possible and shall deliver to the parties within thirty (30)
6 days a written recommendation on the issues submitted to
7 him/her.

8 17.3.4.6 The decision of the arbitrator shall be binding on CSEA
9 and the District.

10 17.4 Failure to Meet Time Limits

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

17 17.4.1 Time limits hereunder may be lengthened or shortened in any
18 particular case only by mutual written agreement.

19 17.4.2 The parties will attempt, in good faith, to adjust time limit problems
20 which occur above Level I as a result of the recess periods.

21 17.5 Chapter Representation

22 The grievant shall be entitled upon request to representation by CSEA at all
23 grievance meetings. In situations where CSEA has not been requested to
24 represent the grievant, the District will not agree to a final resolution of the
25 grievance until CSEA has received a copy of the grievance and the proposed
26 resolution, and has been given the opportunity to state its views on the matter.
27 Five (5) days will be considered an opportunity in this instance.

28 17.6 Reasonable Release Time

29 Reasonable release time will be provided site representatives or the Chapter
30 designee for purposes of filing grievances or representing grievants pursuant to
31 this Article.

1 17.7 Confidentiality

2 In order to encourage a timely and fair review of a grievance, it is agreed that
3 from the time a grievance is filed until it is processed through the procedure,
4 neither the grievant nor CSEA nor the District shall make public either the
5 grievance or evidence regarding the grievance; said public pronouncements shall
6 not refer to internal Association communications.

7 17.8 No Reprisal

8 There shall be no reprisal against a unit member for filing a grievance or
9 assisting a grievant in the above procedures.

10 17.9 Grievance Files

11 The District's records dealing exclusively with the filing and processing of a
12 grievance shall be maintained separately from the grievant's personnel file. All
13 records used in this grievance procedure which may have derived from
14 personnel files maintained by the District will be returned to those files without
15 indication that they had been used in this grievance procedure.

16 17.10 Group Grievances

17 Should CSEA and the District feel that the significant characteristics of a number
18 of individual grievances are sufficiently alike that it would be in the best interest of
19 time to hear this group of grievances as one (1), they may mutually agree to do
20 so. In such instances, a group grievance would be filed at Level II of the
21 procedure.

1 ARTICLE 18: ASSIGNMENT OF BUS ROUTES

2 18.1 When it does not interfere with the efficient operation of the District's
3 transportation program, seniority--as determined by length of District service--will
4 be considered in the assignment of bus drivers.

5 18.2 Provided that it does not interfere with efficient District operations, no substitute
6 bus driver shall be employed at an overtime pay rate basis, if a regular bus driver
7 is available for work.

1 ARTICLE 19: SAVINGS PROVISION

2 19.1 If any of the provisions of this Agreement are held to be contrary to law by a court
3 of competent jurisdiction, such provisions will not be deemed valid except to the
4 extent permitted by law. However, all other provisions will continue in full force
5 and effect.

1 ARTICLE 20: CONCERTED ACTIVITIES

2 20.1 It is agreed and understood that there will be no strike, work stoppage, slow-
3 down, or refusal or failure to fully and faithfully perform job functions and
4 responsibilities, or other interference with the operations of the District by the
5 CSEA, or by any of the CSEA's officers, agents, or members during the term of
6 this Agreement, including compliance with the request of other labor
7 organizations to engage in such activity.

8 20.2 The CSEA recognizes the duty and obligation of its representatives to comply
9 with the provisions of this Agreement. It shall make every effort to induce all
10 employees to do so. In the event of a strike, work stoppage, slowdown, or other
11 interference with the operations of the District by unit members, the CSEA
12 agrees--in good faith--to take all necessary steps to insure those unit members
13 will cease such action.

14 20.3 It is agreed and understood that any unit member violating this Article may be
15 subject to discipline up to and including termination by the District.

16 20.4 It is understood that in the event this Article is violated, the District shall be
17 entitled to withdraw any rights, privileges or services provided for in this
18 Agreement from any unit member.

19 20.5 The District agrees not to lockout CSEA or its unit members during the term of
20 this Agreement.

Article 21: Conclusion Of Meet And Negotiation

ARTICLE 21: CONCLUSION OF MEET AND NEGOTIATION

21.1 During the term of this Agreement, except as provided herein, the CSEA expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the CSEA at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. The provisions of this Article may be set aside by mutual agreement of the CSEA and the District.

1 ARTICLE 22: RENEGOTIATIONS

2 22.1 Negotiations for Future Term

3 22.1.1 If either party desires to modify or amend this Agreement for a future
4 term, it shall, during the month of February, provide to the other party
5 written notice of intent to amend or modify and shall include with such
6 notice ten (10) complete copies of such proposed modifications.

7 22.1.2 Upon satisfaction of the public notice requirement, negotiations shall
8 commence at a mutually acceptable time and place for the purposes of
9 considering proposed modifications or amendments to this Agreement.

10 22.2 Release Time for Negotiations

11 CSEA shall be provided reasonable release time for a reasonable number of
12 representatives to participate in negotiations.

13 22.3 Release Time for Ratification Meetings

14 Unit members shall be provided reasonable release time to participate in CSEA
15 ratification meetings.

16 22.4 Outside Consultants

17 Either party may utilize the service of an outside consultant to assist in the meet
18 and negotiate process.

1 ARTICLE 23: LAYOFF ACTION AND EFFECTS RELATED THERETO

2 23.1 Seniority for employees hired beginning July 1, 1999 will be determined by “Hire
3 Date” in classification. For employees hired prior to July 1, 1999, the District and
4 CSEA agree to “freeze” their seniority order by hours in paid status in
5 classification as of June 30, 1999, thereby protecting all current employees’
6 seniority order.

7 23.2 Reduction in Assigned Time

8 23.2.1 An individual employee may initiate a request for a voluntary reduction
9 in assigned time in their current position. The District will notify CSEA
10 of the request. The District reserves the right to approve or deny the
11 request.

12 23.2.2 District-initiated reduction of an employee’s assigned time will be
13 negotiated with CSEA.

14 23.3 For voluntary and involuntary layoffs of bargaining unit employees that occur
15 during the term of the current agreement, District fringe benefit coverage for said
16 employees will continue for three (3) full months following the effective date of
17 the layoff.

18 23.4 In the event a unit member’s hours are involuntarily reduced in assigned time
19 and fall below the requirements of 13.5.1, the employee shall continue to receive
20 current fringe benefits during the remainder of the school year or no less than
21 three (3) months, whichever is greater.

22 23.5 During the terms of the current Agreement any existent classified employee
23 bargaining unit positions that may be eliminated due to lack of funds or lack of
24 work shall not subsequently or permanently be filled by classified exempt
25 employees or work experience students.

26 23.6 An employee subject to layoff shall be given at least forty-five (45) calendar days
27 notice before the layoff becomes effective in accordance with Education Code
28 Section 45117. Unit members subject to layoff shall be given options to displace
29 in current or previously held positions to the least senior employee with equal or
30 less assigned time.

31 23.7 The District and the Association each voluntarily and unqualifiedly waive the

Article 23: Layoff Action And Effects Related Thereto

1 right, and each agrees that the other shall not be obligated to bargain collectively
2 with respect to any subject or matter related to layoff actions, and effects related
3 thereto, during the terms of the current agreements, even though such subject or
4 matter may not have been within the knowledge or contemplation of either or
5 both of the parties at the time they negotiated the current agreement.

1 ARTICLE 24: TERM

2 24.1 This Agreement will become effective on the date of its ratification by Huntington
3 Beach Union High School District's Board of Trustees.

4 24.2 This Agreement shall remain in effect up to and including June 30, 2011.

5 24.3 It is understood that either party may request that article(s) be opened or
6 concerns discussed by mutual agreement during the duration of this agreement.

7 24.4 Subsequent agreements arrived at by the parties pursuant to Section 24.3 shall
8 be incorporated therein upon ratification by the Huntington Beach Union High
9 School District's Board of Trustees and the Association and shall remain in effect
10 for the term of this Agreement.

Article 25: Signature and Support

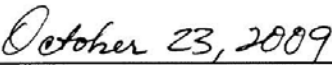
ARTICLE 25: SIGNATURE AND SUPPORT

Approved by formal action of the members of the bargaining unit described herein and represented by the CSEA and its Huntington Beach Union High School District Chapter No. 157 on September 8, 2009.

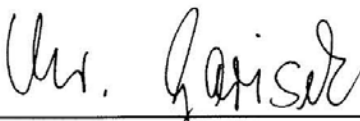
Copies of the signed tentative agreements and memorandums of understanding are permanently retained at the District Office and by CSEA Chapter 157.



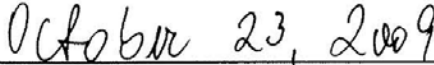
Greta Reeves for Mark Soden
CSEA Negotiations Chairperson



Date




Christiane Garisek
CSEA President

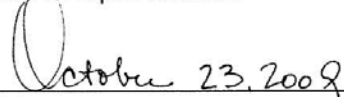


Date

Approved by formal action of the Board of Trustees of the Huntington Beach Union High School District on September 15, 2009.



Deborah M. Coleman
Board Representative



Date



**HUNTINGTON BEACH UNION
HIGH SCHOOL DISTRICT**

5832 Bolsa Avenue • Huntington Beach, California 92649
(714) 903-7000 FAX (714) 372-8117

Board of Trustees:
Bonnie Castrey
Brian Garland
Matthew Harper
Susan Henry
Michael Simons

Van W. Riley, Ph.D., Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

May 13, 2009

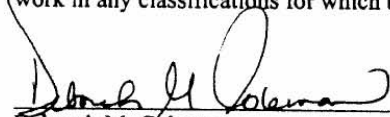
Due to the current financial situation, CSEA acknowledges the reduction of the positions as listed in the Resolution adopted at the May 12 Board meeting:

- Media Services Technicians (7) from 40/12 – 40/11
- Receptionists (6) from 40/12 – 40/11
- Senior Clerk Typists – Attendance (6) from 40/10.5 to 40/10
- Delivery Driver (1) from 40/12 to 40/11
- Intermediate Clerk Typist (1) from 40/11 to 30/10
- Storekeeper (1) from 40/12 to 40/11.5

The district and CSEA will revisit these and any other positions, when the district's financial situation either improves, additional funds become available, or the financial situation declines.

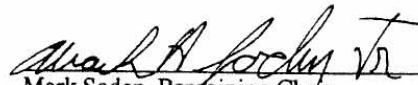
In addition, 11-month positions affected by the reductions and/or the closure of the schools will experience their break from July 4, 2009 and return August 3, 2009 for the 2009-2010 school year. (Last workday July 3, 2009.) For the 2010-2011 school year, the break will be from July 5, 2010 and return August 2, 2010. (Last workday July 2, 2010.) Actual dates for future years will be based on future calendars.

CSEA employees who are affected by the reductions or lay-off will have priority for substitute work in any classifications for which they are qualified.


 Deborah M. Coleman
 Assistant Superintendent – Human Resources

5-13-09

 Date


 Mark Soden, Bargaining Chair
 CSEA Chapter #157

5-13-2009

 Date

Our mission is to ensure all students learn and achieve to their maximum potential in a supportive and innovative environment that develops creative, responsible and productive individuals prepared to meet the challenges of the future.

APPENDICES

The following appendices are for references and are not part of the contract itself.

Appendices are:

- A. Unit Member Classifications
- B. Classified Salary Schedule
- C. Fringe Benefit Summary
- D. School Calendars – 2009-2010, 2010-2011
- E. Personnel Commission Rules Regarding Layoff

Appendix A – Unit Member Classifications

(effective 07/01/09)

CLERICAL

Clerical Assistant	10a
Receptionist	11a
Receptionist-Bil (Spec Lang)	11a
Intermediate Clerk Typist	12
Intermediate Clerk Typist-Bil (Spec Lang)	12
Senior Receptionist	12
Senior Clerk Typist	14
Senior Clerk Typist-Bill (Spec Lang)	14
Library Assistant	14
Examination Assistant	15
HR Assistant	15
Special Projects Technician	15
HR Analyst	20a

GUIDANCE SERVICES

College/Career Specialist	16
Guidance Specialist	16
Intervention Specialist	16
Registrar	16
Pupil Services Specialist	17

INFORMATION SERVICES

Data Control Operator	16
Technology Assistant	16
Network Technician	20a
Programmer	22
Systems Analyst	28a
Senior Systems Analyst	31a

ELECTRONIC/TECHNICAL SERVICES

Media Helper	10
Media Services Technician	16a
Electronic Technician/Spec	22
Electronic Services Supervisor	25

FISCAL

Account Clerk	13
Intermediate Account Clerk	14a
Payroll Clerk	15a
ASB Bookkeeper	16a
Senior Account Clerk	16a
Attendance Technician	17a
Food Services Bookkeeper	17a
Senior Payroll Clerk	17a
School Business Assistant	19a
Accounts Payable Supervisor	20
Accounting Technician	20
APA Supervisor	20
Payroll Supervisor	20
Facilities Technician	23

FOOD SERVICES

Food Services Assistant	8a
Senior Food Services Assistant	10a
Cook/Baker	12
Nutrition Assistant	15
Food Services Manager	16a
Senior Food Services Manager	18a
Nutrition Operations Supervisor	22
Nutrition Specialist	26
Senior Nutrition Specialist	26a

INSTRUCTIONAL SUPPORT

Child Day Care Assistant	10a
Instructional Aide	10a
Instructional Aide-Bil (Spec Lang)	10a
Instructional Aide-Special Ed	10a
Instructional Aide-Technology	10a
Instructional & Res Aide-Bil (Spec Lang)	11
Community Liaison Spec	11a
Community Liaison Spec – Bil (Spec Lang)	11a

INSTRUCTIONAL SUPPORT (cont.)

Instructional Aide-Com Handicapped	12
Instructional Aide-Sev Handicapped	12
Instructional Aide-Intensive Behavior	12
Instructional/Health Aide-SH	13
Braille Transcriber	13a
Community Resource Coordinator	13a
Interpreter/Translator	16
Interpreter Tutor-Hearing Impaired	16
Athletic Trainer	16a
Community Outreach Spec-Bil (Spec Lang)	17a
Job Developer	17a

MAINTENANCE

Maintenance Helper	11
Maintenance Worker	15a
Maintenance Mechanic	18
Stadium Maintenance Mechanic	18
Maintenance Electrician	19
Senior Maintenance Mechanic	19
Maintenance Mechanic Supervisor	21a
School Plant Supervisor	21a

OPERATIONS

Custodian	13a
School Utility Worker	14
Grounds-Maintenance Worker	15
Senior Custodian	15a
Equipment Operator	16
Senior Equipment Operator	17
Auditorium Technician	18a
Agricultural Specialist	18a
Irrigation Specialist	18a
Grounds-Maintenance Supervisor	21a

PUBLIC SAFETY

Campus Supervisor	10a
Public Safety Dispatcher	16a
Public Safety Officer	18a

PURCHASING

Assistant Buyer	16a
Buyer	19

REPROGRAPHIC

Duplications Clerk	12a
Reprographics Technician	16

SECRETARIAL

Senior Secretary	15
Administrative Secretary	16
High School Secretary	16a
Adult School Secretary	17a

TRANSPORTATION

Bus Driver	15
Driver Trainer	17
Bus Dispatching Supervisor	20

VEHICLE MAINTENANCE

Mechanic I	15a
Heavy Duty Mechanic	19a
Fleet Supervisor	25a

WAREHOUSE/REC/DELIVERY

Delivery Driver	14a
Storekeeper	16a

SPECIAL EDUCATION SERVICES

	Hrly	Monthly (Flat Rate)
Certified Occup Therapy Assist	\$26.53	\$4,599
Discrete Trial Trning Assistant Sup	\$26.53	\$4,599
Visual Impaired Assistant	\$26.53	\$4,599
Occupational Therapist	\$51.78	\$8,976

Appendix A

Appendix B – Classified Salary Schedule

**HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2009-2010 and 2010-2011
Effective 07/01/09**

RANGE	MONTHLY					HOURLY					RANG E
	1	2	3	4	5	1	2	3	4	5	
7	2,133	2,255	2,368	2,496	2,644	12.30	13.00	13.66	14.40	15.25	7
07A	2,189	2,306	2,434	2,569	2,712	12.62	13.30	14.04	14.82	15.64	07A
8	2,255	2,368	2,496	2,644	2,782	13.00	13.66	14.40	15.25	16.05	8
08A	2,306	2,434	2,569	2,712	2,862	13.30	14.04	14.82	15.64	16.51	08A
9	2,368	2,496	2,644	2,782	2,945	13.66	14.40	15.25	16.05	16.99	9
09A	2,434	2,569	2,712	2,862	3,020	14.04	14.82	15.64	16.51	17.42	09A
10	2,496	2,644	2,782	2,945	3,108	14.40	15.25	16.05	16.99	17.93	10
10A	2,569	2,712	2,862	3,020	3,187	14.82	15.64	16.51	17.42	18.38	10A
11	2,644	2,782	2,945	3,108	3,276	15.25	16.05	16.99	17.93	18.90	11
11A	2,712	2,862	3,020	3,187	3,368	15.64	16.51	17.42	18.38	19.43	11A
12	2,782	2,945	3,108	3,276	3,457	16.05	16.99	17.93	18.90	19.94	12
12A	2,862	3,020	3,187	3,368	3,549	16.51	17.42	18.38	19.43	20.47	12A
13	2,945	3,108	3,276	3,457	3,640	16.99	17.93	18.90	19.94	21.00	13
13A	3,020	3,187	3,368	3,549	3,739	17.42	18.38	19.43	20.47	21.57	13A
14	3,108	3,276	3,457	3,640	3,845	17.93	18.90	19.94	21.00	22.18	14
14A	3,187	3,368	3,549	3,739	3,954	18.38	19.43	20.47	21.57	22.81	14A
15	3,276	3,457	3,640	3,845	4,059	18.90	19.94	21.00	22.18	23.41	15
15A	3,368	3,549	3,739	3,954	4,170	19.43	20.47	21.57	22.81	24.05	15A
16	3,457	3,640	3,845	4,059	4,281	19.94	21.00	22.18	23.41	24.69	16
16A	3,549	3,739	3,954	4,170	4,404	20.47	21.57	22.81	24.05	25.40	16A
17	3,640	3,845	4,059	4,281	4,512	21.00	22.18	23.41	24.69	26.03	17
17A	3,739	3,954	4,170	4,404	4,641	21.57	22.81	24.05	25.40	26.77	17A
18	3,845	4,059	4,281	4,512	4,770	22.18	23.41	24.69	26.03	27.51	18
18A	3,954	4,170	4,404	4,641	4,900	22.81	24.05	25.40	26.77	28.26	18A
19	4,059	4,281	4,512	4,770	5,025	23.41	24.69	26.03	27.51	28.99	19
19A	4,170	4,404	4,641	4,900	5,171	24.05	25.40	26.77	28.26	29.83	19A
20	4,281	4,512	4,770	5,025	5,305	24.69	26.03	27.51	28.99	30.60	20
20A	4,404	4,641	4,900	5,171	5,447	25.40	26.77	28.26	29.83	31.42	20A
21	4,512	4,770	5,025	5,305	5,594	26.03	27.51	28.99	30.60	32.27	21
21A	4,641	4,900	5,171	5,447	5,751	26.77	28.26	29.83	31.42	33.17	21A
22	4,770	5,025	5,305	5,594	5,908	27.51	28.99	30.60	32.27	34.08	22
22A	4,900	5,171	5,447	5,751	6,073	28.26	29.83	31.42	33.17	35.03	22A
23	5,025	5,305	5,594	5,908	6,233	28.99	30.60	32.27	34.08	35.96	23
23A	5,171	5,447	5,751	6,073	6,396	29.83	31.42	33.17	35.03	36.90	23A
24	5,305	5,594	5,908	6,233	6,575	30.60	32.27	34.08	35.96	37.93	24
24A	5,447	5,751	6,073	6,396	6,759	31.42	33.17	35.03	36.90	38.99	24A
25	5,594	5,908	6,233	6,575	6,935	32.27	34.08	35.96	37.93	40.01	25
25A	5,751	6,073	6,396	6,759	7,124	33.17	35.03	36.90	38.99	41.10	25A
26	5,908	6,233	6,575	6,935	7,307	34.08	35.96	37.93	40.01	42.15	26
26A	6,073	6,396	6,759	7,124	7,508	35.03	36.90	38.99	41.10	43.31	26A
27	6,233	6,575	6,935	7,307	7,716	35.96	37.93	40.01	42.15	44.51	27
27A	6,396	6,759	7,124	7,508	7,923	36.90	38.99	41.10	43.31	45.71	27A
28	6,575	6,935	7,307	7,716	8,143	37.93	40.01	42.15	44.51	46.97	28
28A	6,759	7,124	7,508	7,923	8,356	38.99	41.10	43.31	45.71	48.20	28A
29	6,935	7,307	7,716	8,143	8,591	40.01	42.15	44.51	46.97	49.56	29

Appendix B – Classified Salary Schedule

Appendix B

RANGE	MONTHLY					HOURLY					RANGE
29A	7,124	7,508	7,923	8,356	8,814	41.10	43.31	45.71	48.20	50.85	29A
30	7,307	7,716	8,143	8,591	9,067	42.15	44.51	46.97	49.56	52.31	30
30A	7,508	7,923	8,356	8,814	9,296	43.31	45.71	48.20	50.85	53.63	30A
31	7,716	8,143	8,591	9,067	9,569	44.51	46.97	49.56	52.31	55.20	31
31A	7,923	8,356	8,814	9,296	9,807	45.71	48.20	50.85	53.63	56.57	31A
32	8,143	8,591	9,067	9,569	10,095	46.97	49.56	52.31	55.20	58.24	32
32A	8,356	8,814	9,296	9,807	10,346	48.20	50.85	53.63	56.57	59.68	32A

Appendix B

Fringe Benefits Summary

1. Medical benefits cover benefit eligible employees and their eligible dependents as defined within this agreement in Article 13. The medical benefit will be a point of service medical plan. The out of pocket costs and co-pay amounts to each eligible employee is listed in the benefit plan summary as discussed in Article 13.4. A copy of the “service agreement” shall be provided to the Association upon request.
2. Dental benefits cover benefit eligible employees and their eligible dependents. The District’s dental plan provider is Delta Dental of California PPO (preferred provider organization) plan. Benefit eligible employees and each eligible dependent is covered as follows:

1st year of service – 80 percent

2nd year of service – 90 percent

3rd year of service – 100 percent

Percentages increase for each eligible member as long as that member visits the dentists at least one time each calendar year.

The annual benefit limit per plan member is \$2,000. If a participant chooses a Delta Premier dentist versus a PPO dentist, a \$50/member or \$100/family annual deductible is applied before any benefit will be paid.

An orthodontic benefit is payable at fifty percent (50%) of the covered fees and limited to a lifetime of \$625. No deductible is required for orthodontic benefits.

3. Vision benefits cover benefit eligible employees and their eligible dependents through Vision Services Signature Plan (VSP) network.
4. The District shall provide a long term disability (LTD) plan to each benefit eligible employee. LTD pays once all sick leave, vacation pay and half pay is exhausted and a one-hundred fifty (150) day waiting period has been met. Benefits will be paid at sixty-six and two-thirds percent (66-2/3%) of salary. Eligibility for benefits is determined by the provider per the policy.
5. The District will pay a life insurance benefit for benefit eligible employees for \$50,000. Supplemental voluntary life insurance is available through payroll deductions.



**Huntington Beach Union High School District
Modified POS S5 (ZF5)**

POS Benefits

For HMO, all services must be authorized by the primary care physician (PCP) and/or the medical group, except services provided under the “ReadyAccess” program, OB/GYN services received within the member’s medical group/IPA, and services for all mental disorders. PPO & non-PPO benefits will not be paid for services provided by the member’s PCP, or for ReadyAccess program services provided by a physician who works with the member’s medical group.

For PPO & non-PPO, in addition to the per member copays, there may be a deductible. Please review the deductible information below to know if a deductible applies to a specific covered service. Regardless from whom they receive services, members are also responsible for all costs over the plan maximums. Plan maximums & other important information appear in *italics*. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

Explanation of Covered Expense

HMO—Charges incurred for covered services received from or authorized by the member’s PCP or medical group, not to exceed the negotiated rate for some services.

Anthem Blue Cross PPO Providers—Plan payments are based on covered expense, which is the lesser of either the charges billed by the provider or the Anthem Blue Cross PPO negotiated rate or fee. Members are not responsible for the difference between the providers usual charges & the negotiated amount.

Non-PPO & Other Health Care Providers (*includes those not represented in the Anthem Blue Cross PPO provider network*)—The customary & reasonable charge for professional services or the reasonable charge for institutional services.

When using Non-PPO & Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copays.

	Providers		
	HMO	PPO	Non-PPO
Calendar year deductible for PPO/non-PPO providers	N/A	None	\$500/member \$1,500/family
Deductible for non-Anthem Blue Cross PPO hospital or residential treatment center (<i>waived for emergency admission</i>)	N/A	N/A	\$500/admission
Deductible for non-Anthem Blue Cross PPO hospital or residential treatment center if utilization review not obtained (<i>waived for emergency admission</i>)	N/A	N/A	\$250/admission
Annual out-of-pocket maximums (<i>HMO & PPO/non-PPO out-of-pocket maximums are exclusive of each other</i>)	\$1,500/member \$4,500/family	\$2,000/member \$6,000/family	\$6,000/member \$18,000/family
For HMO services—percentage copay for infertility services & non-covered expense are not applied to the out-of-pocket maximum.			
For PPO & Non-PPO services—deductibles listed above, dollar copays & percentage copays for family planning (counseling & visit), sterilization for males & females, physician visits for outpatient mental disorders & chemical dependency, & non-covered expense are not applied to the out-of-pocket maximum. After a member reaches out-of-pocket maximum, the member remains responsible for dollar copays, percentage copays for family planning services (counseling & visit), sterilization for males & females, physician visits for outpatient mental disorders & chemical dependency, and, for non-PPO & other health care providers’ services, costs in excess of the covered expense.			
Lifetime Maximum	N/A	Combined maximum of \$2,000,000/member	
Covered Services	HMO: Per Member Copay	PPO: Per Member Copay	Non-PPO: Per Member Copay
Hospital Medical Services (<i>subject to utilization review for inpatient services at PPO & non-PPO facilities; waived for emergency admissions</i>)			
➤ Semi-private room, meals, special diets & ancillary services	No copay	10%	40% ¹
➤ Outpatient medical care (<i>hospital care other than emergency room services</i>)	No copay	10%	40% ¹
Ambulatory Surgical Center			
➤ Outpatient surgery, services & supplies	No copay	10%	40%
Skilled Nursing Facility (<i>PPO & non-PPO providers’ services will not be covered if utilization review not obtained</i>)			<i>Appendix C</i>
➤ Semi-private room & necessary services & supplies (<i>excludes take-home drugs; medical conditions & severe mental disorders limited to 100 days/calendar year; treatment of other mental disorders & chemical dependency limited to 30 days/calendar year</i>)	No copay	10%	40%
Hospice Care			
➤ Inpatient or outpatient services for members with one year or less life expectancy; family bereavement services	No copay	20% ²	20% ²

¹ For California facilities, a discount applies if the facility has a contract with Anthem Blue Cross for fee-for-service business. For California facilities without a contract, covered expense for non-emergency hospital services and supplies is reduced by 25%, resulting in higher out-of-pocket costs for members.

² These providers are not represented in the Anthem Blue Cross PPO network.

Appendix C – Fringe Benefits Summary

Covered Services	HMO: Per Member Copay	PPO: Per Member Copay	Non-PPO: Per Member Copay
Home Health Care <i>(PPO & non-PPO providers' services will not be covered if utilization review not obtained; PPO & Non-PPO providers limited to 100 visits/calendar year; one visit by home health aide equals four hours or less)</i>	\$15 <i>(unlimited visits)</i>	\$30	40%
Physician Medical Services			
➤ Office & Home visits	\$15/visit	\$30/visit ¹	40%
➤ Hospital & skilled nursing facility visits	No copay	10%	40%
➤ Surgeon & surgical assistant; anesthesiologist or anesthesiologist	No copay	10%	40%
➤ Specialists & consultants	\$15/visit	\$30/visit ¹	40%
➤ Short-term physical therapy, physical medicine, occupational therapy & chiropractic care <i>(limited to a combined PPO & non-PPO 60-day period of care after an illness or injury; an additional period of care may be authorized)</i>	No copay <i>(unlimited visits)</i>	10% ¹	40%
➤ Speech therapy following surgery or when due to an injury or organic disease	No copay	10%	40%
➤ Acupuncture services for the treatment of disease, illness or injury	Not covered	10% ² <i>(benefit limited to \$30/visit & 12 visits/calendar year)</i>	40% ²
General Medical Services			
➤ Diagnostic X-ray & laboratory procedures <i>(excluding X-ray & lab services performed for a routine exam)</i>			
–	MRI, CT scan, PET scan & nuclear cardiac scan 10%	40%	No copay
–	Other diagnostic x-ray & lab 10%	40%	No copay
➤ Radiation therapy, chemotherapy & hemodialysis treatment	No copay	\$30	40%
➤ Prosthetic devices	No copay	10%	40%
➤ Durable Medical Equipment including hearing aids	No copay	10%	40%
Organ & Tissue Transplants <i>(subject to utilization review)</i>			
➤ Inpatient services provided in connection with non-investigative organ or tissue transplants	No copay	10% <i>(specified organ transplants covered only at Center of Expertise)</i>	
➤ Physician office visits <i>(including specialists & consultants)</i>	\$15/visit	\$30/visit ¹ <i>(deductible waived)</i>	
➤ Transplant travel expense for an authorized, specified transplant at a Center of Expertise <i>(recipient & companion transportation limited to 6 trips/episode & \$250/person/trip for round-trip coach airfare, hotel limited to 1 room double occupancy/\$100/day for 21 days/trip, other expenses limited to \$25/day/person for 21 days/trip; donor transportation limited to 1 trip/episode & \$250 for round-trip coach airfare, hotel limited to \$100/day for 7 days, other expenses limited to \$25/day for 7 days)</i>	Not covered	No copay <i>(deductible waived)</i>	
Bariatric Surgery <i>(subject to utilization review)</i>			
➤ Inpatient services provided in connection with medically necessary surgery for weight loss, only for morbid obesity	No copay	10% <i>(bariatric surgery covered only at Center of Expertise [COE])</i>	
➤ Physician office visits <i>(including specialists and consultants)</i>	\$15/visit	\$30/visit ¹ <i>(deductible waived)</i>	
➤ Bariatric travel expense when member's home is 50 miles or more from the nearest Bariatric Center of Expertise <i>(member's transportation to & from COE limited to \$130/trip for 3 trips [pre-surgical visit, initial surgery & one follow-up visit]; one companion's transportation to & from COE limited to \$130/trip for 2 trips [initial surgery & one follow-up visit]; hotel for member & one companion limited to one room double occupancy & \$100/day for 2 days/trip, or as medically necessary, for pre-surgical & follow-up visit; hotel for one companion limited to one room double occupancy & \$100/day for duration of member's initial surgery stay for 4 days; other reasonable expenses limited to \$25/day for 4 days/trip)</i>	Not covered	No copay <i>(deductible waived)</i>	

¹ The dollar copay applies only to the visit itself. An additional 10% copay applies for any services performed in office (i.e., X-ray, lab, surgery, etc.).

² Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

Appendix C – Fringe Benefits Summary

Covered Services	HMO: Per Member Copay	PPO: Per Member Copay	Non-PPO: Per Member Copay
Autologous blood (<i>self-donated blood collection, testing, processing & storage</i>)	No copay	20% ¹	20% ¹
Injections & injected substances (<i>including allergy serum & medication</i>)	No copay	10%	40%
Preventive Care			
➤ Routine physical exams performed by a physician	\$15/visit	\$30	40%
➤ Routine gynecological exams for females, including Pap smears & mammograms	\$15/visit	10%	40%
		<i>(benefit limited to one exam/calendar year)</i>	
➤ Prostate cancer screenings	\$15/visit	10%	40%
➤ Diagnostic X-ray & lab for routine physical exam	No copay	No copay	40%
➤ Well-baby & well-child care	\$15/visit	\$30	40%
➤ Hearing exams	\$15/visit	\$30	40%
➤ Specified immunizations	No copay	\$25	40%
➤ Allergy testing & treatment	No copay	10%	40%
Vision Exams			
➤ Vision screening to determine medical necessity of vision exam; evaluation with initiation of diagnostic & treatment programs & refractions if authorized by the PCP	\$15/visit	Not covered	Not covered
Health Education & Wellness Programs			
➤ Instruction in health maintenance & wellness	No copay	Not covered	Not covered
➤ Health education programs (<i>as announced</i>)	Possible charge	Not covered	Not covered
Specialty Pharmacy Drugs (<i>utilization review may be required</i>)			
➤ Specialty pharmacy drugs filled through the specialty pharmacy program (<i>limited to 30-day supply; not covered if benefits are provided through prescription drug benefits, if applicable</i>)	N/A	10%	Not covered ²
If member does not get specialty pharmacy drugs from the specialty pharmacy program, member will not receive any specialty pharmacy drug benefits under this plan, unless the member qualifies for an exception as specified in the EOC.			
Emergency Care			
➤ Physician & medical services	No copay	No copay	No copay
➤ Outpatient hospital emergency room services (<i>copay waived if admitted</i>)	\$35/visit	\$35/visit	\$35/visit
➤ Inpatient hospital services (<i>for PPO providers, 10% after first 48 hours unless the member cannot be moved safely; for the non-PPO providers, 40%¹ after the first 48 hours unless the member cannot be moved safely</i>)	No copay	No copay	No copay
Ambulance			
➤ Ground or air ambulance transportation when medically necessary, including medical services & supplies	No copay	20% ¹	20% ¹
Pregnancy & Maternity Care			
➤ Physician office visits	\$15/visit	10% ³	40%
Normal delivery, cesarean section, complications of pregnancy & therapeutic abortion			
➤ Inpatient physician services	No copay	10%	40%
➤ Alternative birthing centers	No copay	10%	40%
➤ Hospital & ancillary services	No copay	10%	40% ⁴
Elective abortion (<i>including prescription drug for abortion [mifepristone]</i>)	\$150	10%	40%
Genetic testing of fetus	No copay	10%	40%

¹ These providers are not represented in the Anthem Blue Cross PPO network.

² 10% copay if member or non-PPO physician obtains drug from Specialty Pharmacy Program; otherwise, not covered.

³ The dollar copay applies only to the visit itself. An additional 10% copay applies for any services performed in office (i.e., X-ray, lab, surgery, etc.).

⁴ For California facilities, a discount applies if the facility has a contract with Anthem Blue Cross for fee-for-service business. For California facilities without a contract, covered expense for non-emergency hospital services and supplies is reduced by 25%, resulting in higher out-of-pocket costs for members.

Appendix C – Fringe Benefits Summary

Covered Services	HMO: Per Member Copay	PPO: Per Member Copay	Non-PPO: Per Member Copay
Family planning services			
➤ Infertility studies & tests	50% ¹	Not covered	Not covered
➤ Tubal ligation	\$150	10% ¹	40% ¹
➤ Vasectomy	\$50	10% ¹	40% ¹
➤ Counseling & consultation	No copay	10% ¹	40% ¹
Mental Disorders & Chemical Dependency			
➤ Facility-based care including physician visits <i>(subject to utilization review for PPO & non-PPO facilities; waived for emergency admissions)</i>	No copay ²	No copay ²	40% ^{2,3}
➤ Physician outpatient visits for psychotherapy & psychological testing <i>(Pre service review required after 12th visit)</i>	\$15/visit ²	\$15/visit ^{1,2}	40% ^{1,2}

¹ The member's percentage copay is not applicable to the annual out-of-pocket maximum.

² These limitations, copays and benefit maximums do not apply to severe mental disorders, including schizophrenia, schizoaffective disorder, bipolar disorder, major depression, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia, bulimia, and serious emotional disturbances of children as defined in California state law (other than primary substance abuse or developmental disorder). Severe mental disorders are subject to the same copays and benefit maximums applicable to other medical conditions for covered services. In order to receive maximum benefits, services must be rendered by an Anthem Blue Cross behavioral health provider. Please see the EOC for complete information.

³ For California facilities, a discount applies if the facility has a contract with Anthem Blue Cross for fee-for-service business. For California facilities without a contract, covered expense for non-emergency hospital services and supplies is reduced by 25%, resulting in higher out-of-pocket costs for members.

This is a brief summary of benefits. For complete information, including the terms and conditions of this plan and the complete exclusions and limitations, please refer to the Evidence of Coverage and Disclosure Form.

POS—Exclusions and Limitations

Medical care not covered under HMO benefits:

Not Authorized. Any services not authorized by the member's primary care physician or medical group, except for emergency services and urgent care and as otherwise specified as covered in the Evidence of Coverage (EOC).

Services Provided by Non-Participating Providers. Any services provided by a non-participating provider, except for authorized referrals, emergency services or urgent care as specified as covered in the EOC.

Optometric Services or Supplies. Optometric services, eye exercises and orthotics, except for eye examinations to determine the need for vision correction. Eyeglasses or contact lenses, except as specified as covered in the EOC. Contact lens fitting.

Weight Alteration Programs (Inpatient and Outpatient). Weight loss or weight gain programs including, but not limited to, dietary evaluations and counseling, exercise programs, behavioral modification programs, surgery, laboratory tests, food and food supplements, vitamins and other nutritional supplements associated with weight loss or weight gain. Dietary evaluations and counseling, and behavioral modification programs are covered for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity will be covered only when criteria is met as recommended by our Medical Policy.

Surrogacy. Any services or supplies provided in connection with a surrogate pregnancy, i.e., the bearing of a child by another woman for an infertile couple, unless the surrogate mother is an enrolled Anthem Blue Cross POS member.

Sexual Dysfunction. Treatment of any sexual dysfunction, except as specified as covered in the EOC.

Nutrition. Food or nutritional supplements, except as specified as covered in the EOC.

Routine Examinations. Routine physical or psychological examinations or tests required by employment or government authority, or at the request of a third party such as a school, camp or sport affiliated organization. Any other routine physical or psychological examination or test which does not directly treat an actual illness, injury or condition, except as specified as covered in the EOC.

Immunizations. Immunizations for foreign travel. Immunizations, except as specified as covered in the EOC.

Acupuncture. Acupuncture, acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

Medical care not covered under Opt-out Benefits

Outside the United States. Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or emergency care.

Excess Amounts. Any amounts in excess of covered expense or the opt-out medical benefit maximums.

HMO Benefits. Services or supplies for which any benefits are authorized, provided and received under the HMO benefits of the plan, including any authorized services received for the treatment of an emergency. Services and supplies provided by the member's primary care physician or services provided through the ReadyAccess Program.

Excluded under HMO. Services or supplies which are excluded under the HMO benefits of the plan, except to the extent that the services of a provider who is not a participating provider in the Anthem Blue Cross POS network are payable under the opt-out benefits of the plan.

Services of Relatives. Professional services received from a person who lives in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

Inpatient Diagnostic Tests. Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

Optometric Services or Supplies. Optometric services, eye exercises including orthotics, routine eye exams and routine eye refractions. Eyeglasses or contact lenses, except as specified as covered in the EOC.

Outpatient Occupational Therapy. Outpatient occupational therapy, except by a home health agency, hospice or home infusion therapy provider as specified as covered in the EOC.

Weight Alteration Programs (Inpatient and Outpatient). Weight loss or weight gain programs including, but not limited to, dietary evaluations and counseling, exercise programs, behavioral modification programs, surgery, laboratory tests, food and food supplements, vitamins and other nutritional supplements associated with weight loss or weight gain. Dietary evaluations and counseling, and behavioral modification programs are covered for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered, except as specified as covered in the EOC.

Education or Counseling. Educational services, or nutritional counseling, except as specified as covered in the EOC. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

Food or Dietary supplements. Food or dietary supplements, except as specified as covered in the EOC.

Routine Exams or Tests. Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority. Any other routine physical examination or test which does not directly treat an actual illness,

injury or condition, except as specified as covered in the EOC.

Specialty Pharmacy Drugs. Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but, which are obtained from a retail pharmacy, are not covered by this plan.

Member will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.

Medical care not covered under HMO and Opt-out Benefits

Not Medically Necessary. Services or supplies that are not medically necessary, as defined.

Experimental or Investigative. Any experimental or investigative procedure or medication.

But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may request an independent medical review, as described in the EOC.

Crime or Nuclear Energy. Conditions that result from: (1) the member's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for treatment of illness or injury arising from such release of nuclear energy.

Not Covered. Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.

Work-Related. Work-related conditions if benefits are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, employer's liability law or occupational disease law, even if the member does not claim those benefits. If there is a dispute of substantial uncertainty as to whether benefits may be recovered for those conditions pursuant to workers' compensation, we will provide the benefits of this plan for such conditions, subject to a right of recovery and reimbursement under California Labor Code Section 4903, as specified as covered in the EOC.

Government Treatment. Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

Voluntary Payment. Services for which the member is not legally obligated to pay.

Services for which the member is not charged. Services for which no charge is made in the absence of insurance coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines:

1. It must be internationally known as being devoted mainly to medical research;
2. At least 10% of its yearly budget must be spent on research not directly related to patient care;
3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. It must accept patients who are unable to pay; and
5. Two-thirds of its patients must have conditions directly related to the hospital's research.

Not Specifically Listed. Services not specifically listed in the plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Mental Disorders. Academic or educational testing, counseling, and remediation. Mental disorders or chemical dependency, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

Nicotine Use. Smoking cessation programs or treatment of nicotine or tobacco use.

Smoking cessation drugs.

Orthodontia. Braces, other orthodontic appliances or orthodontic services.

Dental Services or Supplies. Dental plates, bridges, crowns, caps or other dental prostheses, dental implants, dental services, extraction of teeth or treatment to the teeth or gums, except as specified as covered in the EOC. Cosmetic dental surgery or other dental services for beautification.

Hearing Aids or Tests. Hearing aids or services related to the fitting or making of a hearing aid, except as specified as covered in EOC for hearing exams under the HMO benefits and hearing aid services as specified as covered in EOC for opt-out benefits.

Outpatient Speech Therapy. Outpatient speech therapy, except as specified as covered in the EOC.

Scalp hair prostheses. Scalp hair prostheses, including wigs or any form of hair replacement.

Cosmetic Surgery. Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for improving bodily function or symptomatology or appearance), including surgery performed to reconstructive surgery following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

Sex Transformation. Procedures or treatments to change characteristics of the body to those of the opposite sex.

Sterilization Reversal.

Infertility Treatment. Artificial insemination or in vitro fertilization procedures and any related laboratory procedures. Infertility treatment, family planning or birth control services, except as specified as covered in the EOC.

Orthopedic Supplies. Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specified as covered in the EOC.

Air Conditioners. Air purifiers, air conditioners or humidifiers.

Custodial Care or Rest Cures. Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Custodial care or rest cures, except as specified as covered in the EOC. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility, custodial care or rest cures, except as specified as covered in the EOC.

Chronic Pain. Treatment of chronic pain, except as specified as covered in the EOC.

Exercise Equipment. Exercise equipment or any charges for activities, instrumentalities or facilities normally intended or used for developing or maintaining physical fitness including, but not limited to, charges from a physical fitness instructor, health club or gym, even if ordered by a physician.

Personal Items. Any supplies for comfort, hygiene or beautification.

Nutrition. Food or nutritional supplements, except as specified as covered in the EOC.

Telephone and Facsimile Machine Consultations. Consultations provided by telephone or facsimile machine.

Eye Surgery for Refractive Defects. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Physical Therapy or Physical Medicine. Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

Contraceptive Devices. Contraceptive devices prescribed for birth control except as specified, as covered in the EOC.

Diabetic Supplies. Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

Private Duty Nursing. Inpatient or outpatient services of a private duty nurse.

Outpatient Prescription Drugs and Medications. Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

Lifestyle Programs. Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by the member's medical group or, under the opt-out benefits, approved by us.

Clinical Trials. Services and supplies in connection clinical trials, except as specified as covered in the EOC.

Third Party Liability – Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

Coordination of Benefits - The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

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HUNTINGTON BEACH UNION HIGH SCHOOL CALENDAR
SCHOOL CALENDAR 2009-10

FIRST DAY NEW INSTRUCTIONAL STAFF (Fri).....	August 28, 2009
FIRST DAY RETURNING INSTRUCTIONAL STAFF (Mon).....	August 31, 2009
1st/2nd STAFF DEVELOPMENT DAYS – STUDENT FREE (Mon/Tues)	August 31/Sept 1, 2009
FIRST DAY OF INSTRUCTION (Wed).....	September 2, 2009
LAST DAY OF FIRST SEMESTER (Fri).....	January 29, 2010
3rd STAFF DEVELOPMENT DAY – STUDENT FREE (Mon).....	February 1, 2010
FIRST DAY OF INSTRUCTION – SECOND SEMESTER (Tues).....	February 2, 2010
LAST DAY OF INSTRUCTION (Thurs).....	June 17, 2010
LAST DAY FOR INSTRUCTIONAL STAFF (Thurs).....	June 17, 2010

SCHOOL/EMPLOYEE HOLIDAYS

<u>Legal/Local Holidays</u>	<u>Instructional Staff</u>
Independence Day (Fri)	July 3, 2009
Labor Day (Mon)	September 7, 2009
Veterans' Day (Wed)	November 11, 2009
Thanksgiving Recess (5 days)	November 23-27, 2009
Winter Recess (10 days)	December 21-31, 2009 & January 1, 2010
King's Birthday (Mon)	January 18, 2010
Lincoln's Birthday (Mon)	February 8, 2010
Washington's Birthday (Mon)	February 15, 2010
Spring Recess (5 days following Easter Sunday, April 4)	April 5-9, 2010
Memorial Day (Mon)	May 31, 2010

NUMBER OF DAYS SCHOOL WILL BE IN SESSION

<u>Calendar Months</u>	<u>School Days</u>	<u>School Months</u>	<u>Days Taught</u>	<u>Holidays</u>	
				<u>Legal</u>	<u>Local</u>
September	20	1. September 2 – October 2	22	1	0**
October	22	2. October 5 – October 30	20	0	0
November	15	3. November 2 – November 20	14	2	4
December	14	4. November 30 – January 1	15	2	8
January	19	5. January 4 – January 29	19	1	0
February	17	6. February 1 – February 26	17	2	0*
March	23	7. March 1 – March 26	20	0	0
April;	17	8. March 29 – April 23	15	0	5
May	20	9. April 26 – May 21	20	0	0
June	<u>13</u>	10. May 24 – June 17	<u>18</u>	<u>1</u>	<u>0</u>
	180		180	9	17

<u>Quarters</u>	<u>Days</u>
1. September 2, 2009 – October 30, 2009 (9 wks)	42
2. November 2, 2009 – January 29, 2010 (10 wks)	48
3. February 1, 2010 – April 9, 2010 (9 wks)	42
4. April 12, 2010 – June 17, 2010 (10 wks)	48

*Staff Development Day – Student Free

Board Approval 12/9/08

HUNTINGTON BEACH UNION HIGH SCHOOL CALENDAR
SCHOOL CALENDAR 2010-11

FIRST DAY NEW INSTRUCTIONAL STAFF (Fri).....	August 27, 2010
FIRST DAY RETURNING INSTRUCTIONAL STAFF (Mon).....	August 30, 2010
1st/2nd STAFF DEVELOPMENT DAYS – STUDENT FREE (Mon/Tues).....	August 30/31, 2010
FIRST DAY OF INSTRUCTION (Wed).....	September 1, 2010
<i>DAY AFTER VETERANS’ DAY – STUDENT FREE (Fri)</i>	<i>November 12, 2010</i>
LAST DAY OF FIRST SEMESTER (Fri).....	January 28, 2011
3rd STAFF DEVELOPMENT DAY – STUDENT FREE (Mon).....	January 31, 2011
FIRST DAY OF INSTRUCTION – SECOND SEMESTER (Tues).....	February 1, 2011
LAST DAY OF INSTRUCTION (Fri).....	JUNE 17, 2011
LAST DAY FOR INSTRUCTIONAL STAFF (Fri).....	JUNE 17, 2011

SCHOOL/EMPLOYEE HOLIDAYS

<u>Legal/Local Holidays</u>	<u>Instructional Staff</u>
Independence Day (Mon)	July 5, 2010
Labor Day (Mon)	September 6, 2010
Veterans' Day (Thurs)	November 11, 2010
Thanksgiving Recess (5 days)	November 22-26, 2010
Winter Recess (10 days)	December 20-31, 2010
King's Birthday (Mon)	January 17, 2011
Lincoln's Birthday (Mon)	February 14, 2011
Washington's Birthday (Mon)	February 21, 2011
Spring Recess (5 days before Easter Sunday, April 24)	April 18-22, 2011
Memorial Day (Mon)	May 30, 2011

NUMBER OF DAYS SCHOOL WILL BE IN SESSION

Calendar Months	School Days	School Months	Days Taught	Holidays Legal	Local
September	21	1. September 1 – October 1	22	1	0**
October	21	2. October 4 – October 29	20	0	0
November	15	3. November 1 – November 26	13	2	4+
December	13	4. November 29 – January 7	20	2	12
January	19	5. January 10 – February 4	18	1	0*
February	18	6. February 7 – March 4	18	2	0
March	23	7. March 7 – April 1	20	0	0
April	16	8. April 4 – April 29	15	0	5
May	21	9. May 2 – May 27	20	0	0
June	<u>13</u>	10. May 30 – June 17	<u>14</u>	<u>1</u>	<u>0</u>
	180		180	9	17

<u>Quarters</u>	<u>Days</u>
1. September 1, 2010 – October 30, 2010 (9 wks)	42
2. November 1, 2010 – January 28, 2011 (10 wks)	48
3. January 31, 2011 – April 1, 2011 (9 wks)	42
4. April 4, 2011 – June 17, 2011 (10 wks)	48

*Staff Development Day – Student Free
+Day after Veterans’ Day – Student Free

Board Approval 12/9/08

Excerpt from Personnel Commission Rules

PERSONNEL COMMISSION RULES REGARDING LAYOFF

4250.11 Layoff (EC 45117, 45298, 45308)

- A. Layoffs in the classified service for lack of work or lack of funds shall be effected in accordance with these rules. Normally, such layoffs will be effected at the end of the fiscal year. An employee subject to layoff shall be given at least 45 calendar days notice before the layoff becomes effective.
- B. Order of Layoff
 - 1. Length of service (seniority as prescribed herein) shall be the only criterion used to effect layoffs.
 - 2. Employees who have been employed for the shortest time in the class, plus higher classes, shall be laid off first.
- C. Rights of Employees Upon Layoffs
 - 1. A reemployment list for each class or classification subjected to layoffs will be established and maintained for at least 39 months or until exhausted, whichever is sooner.
 - 2. The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the class, plus higher classes, and they shall be reemployed in accordance therewith as vacancies occur in the class for which the list has been established.
 - 3. Persons on layoff reemployment lists shall be reemployed over all other candidates for the position vacancy except for reemployment lists established in accordance with the provisions of medical layoff when those lists were established after the layoff was effected. (EC 45192, 45195)
 - 4. When reemployment lists are in effect in accordance with EC 45192 and 45195 and persons thereon have served in the class effecting layoffs, they will be placed on the layoff reemployment list according to seniority as if they had been in active service at the time the layoff was effected.
- D. When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior employee will be notified and given an opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain his/her position on the list.
- E. A person reemployed from a layoff list shall be fully restored to his/her position with all rights to permanent or probationary status restored. No seniority shall be earned during periods of separation from the service.

Appendix E – Personnel Commission Rules Regarding Layoff

- F. An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list may be employed as a substitute or limited-term employee in his/her original class or any other class for which qualified. Such employment shall in no manner jeopardize or otherwise affect the employee's status or eligibility for reemployment.
1. The District shall attempt to provide substitute or short-term employment to those on a reemployment list in accordance with their seniority.
- G. No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, limited term, or substitute status are retained in positions of the class.
1. A limited-term or substitute employee may be separated at the completion of his/her assignment without regard to the procedures set forth in this section.
- H. In lieu of being laid off, an employee may elect transfer or demotion to any class with the same or lower salary status in which he/she had previously served under permanent or probationary status.
1. To be considered for transfer or demotion in lieu of layoff, an employee must notify the District in writing of such election not later than three (3) days after receiving written notice of layoff and rights to demotion.
 2. Any employee replaced by such transfer or demotion has the same options afforded by this rule as if his/her position had been abolished or discontinued.
 3. Any employee demoted pursuant to this rule shall receive the maximum of the salary range in the class to which he/she is demoted, provided that such salary is not greater than the salary received in the higher classification at the time of demotion.
 4. An employee who has accepted demotion in lieu of layoff for lack of work, lack of funds, or abolishment or reclassification of his/her position, has the right to be reemployed, in accordance with his/her seniority, in a vacant position in his/her former class within 39 months after demotion. Intervening reassignments to other classes shall not abrogate that right. If the employee has not been in his/her former class within 39 months, the employee shall be eligible for appointment to a vacant position in that class, without examination, for an additional 24 months at the discretion of the appointing authority.
 5. An employee accepting a demotion in lieu of layoff shall be allowed to bump the employee with the least seniority in the lower classification.

Appendix E – Personnel Commission Rules Regarding Layoff

- I. In lieu of being laid off, any employee may request a transfer to a related class or a demotion to a class in which he/she has not previously served. If an assignment is made to a related class or lower class, the employee shall serve the appropriate probationary period. Such appointment shall not abrogate the rights to reemployment in the class from which laid off. Rules relating to transfer to related classes and demotions shall be given liberal interpretation in order to lessen the effects of the layoff.
- J. Refusal of an offer of limited-term employment shall not affect the standing of any employee on a reemployment list.
- K. Employees on layoff lists shall be eligible to compete in promotional examinations for which they can qualify.
- L. Seniority or length of service, for layoff purposes, shall be calculated on the basis of hire date in classification effective July 1, 1999. Seniority for employees hired prior to July 15, 1999, will be frozen as of July 15, 1999, thereby protecting seniority order. Seniority lists will show a hire date of July 15, 1999, for employees hired prior to that date. Service prior to regular appointment, such as substitute, limited-term, provisional or emergency, shall not be computed for seniority credit.

INDEX

	Page
Absence, Leave of.....	31
Abuse	47
Accident, Industrial	33
Benefits: Medical, Dental, & Vision.....	28
Class, Working Out of	26
Comp Time.....	23
Compensation, Holiday Work.....	24
Compensation, Workers'	47
CSEA Contract, Term of.....	64
Definitions - Glossary of Terms	4
Dues.....	8
Duty, Hours	14
Duty, Jury	37
Equipment for Public Safety Officers.....	48
Evaluation	17
Evaluation, Written Response to	17
Files, Personnel - Review of.....	50
Grievances	52
Holidays	21
Layoff	62
Leave, Association	6
Leave, Bereavement	44
Leave, Catastrophic	44
Leave, Family.....	45
Leave, Military	37
Leave, Special Purpose (unpaid)	38
Maternity	36
Negotiations	60
Overtime, Compensation.....	23
Overtime, Definition.....	15
Pay, Longevity.....	26
Personal Business.....	35
Personal Emergency/Personal Necessity	35
Professional Growth	26
Promotion.....	23
Property, Personal.....	47
Release Time for Negotiations	61
Routes, Bus.....	57
Safety, Personal	47
Salary	23
Salary, Anniversary Increases.....	23
Schedule, Salary (Appendix B).....	71
Strike	59
Training, Required.....	50
Transfers	18
Vacations	39