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**Agreement between**  
**The Fallbrook Union Elementary School District**  
**and the**  
**California School Employees Association**  
**and its**  
**Fallbrook Chapter 307**

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**AGREEMENT EFFECTIVE**  
**JULY 1, 2021 - JUNE 30, 2024**

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## **AGREEMENT**

This Agreement between the Fallbrook Union Elementary School District (hereinafter, "District") and the California School Employees Association and its Fallbrook Chapter #307 (hereinafter, "Association") is for the term of July 1, 2021 through and including June 30, 2024. There shall be no reopener negotiations during the 2021-2022 school year, except by mutual agreement. Reopener negotiations for 2022-2023 and 2023-2024 school years shall be limited to Article 9, and two additional articles per side, unless otherwise agreed by and between the parties in writing.

## **ARTICLE I – RECOGNITION**

### **1.1 Acknowledgement**

The parties to this Agreement acknowledge that the Association is the exclusive bargaining representative for all regular classified employees of the District and Playground Supervisors, excluding: substitute, short term, management, confidential and supervisory employees as defined in Government Code Section 3540.1.

1.1.1 An employee must serve as a member of the District's classified service in order to be considered a "regular" classified employee as described in Section 1.1.

1.1.2 The District shall notify CSEA of actions to establish supervisory, management, and confidential positions. Disputes arising from Board designation of supervisory, management, and confidential positions shall be resolved by mutual agreement or through the procedures of the Public Employment Relations Board (PERB) for unit disputes.

### **1.2 Scope of Representation**

The scope of representation shall be limited to matters related to wages and hours of employment as defined in Section 3543.2 of the Educational Employment Relations Act.

## **ARTICLE 2 - DISCRIMINATION**

### **Discrimination Prohibited**

With respect to specific and express provisions of this Agreement, no employee in the bargaining unit shall be illegally discriminated against because of his/her political opinions or affiliations, or because of race, national origin, religion, sexual orientation, or marital status and, to the extent prohibited by law, no person shall be illegally discriminated against because of age, sex, sexual orientation or physical handicap.

Employees have the right to pursue unlawful Discrimination/Harassment claims through Board Policy or as otherwise provided by law (e.g., EEOC, DFEH, OCR, PERB), and not through the grievance procedure contained in this agreement.

## **ARTICLE 3 - SAVINGS PROVISION**

### **Provisions Contrary to Law**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or the Public Employment Relations Board, such provisions will not be deemed valid and subsisting, except to the extent permitted by law. However, all other provisions will continue in full force and effect. In the event any Article or Section of this Agreement is held to be unlawful, the parties agree to meet within thirty (30) days after such determination for the purpose of endeavoring to arrive at a mutually satisfactory replacement of such Article or Section.

### **3.2 California Minimum Wage Requirements**

District will continue to follow applicable law regarding minimum wage requirements per SB.

### **3.3 (See Appendix K for reference purposes only)**

## **ARTICLE 4 - ORGANIZATIONAL SECURITY**

### **4.1 Right to Join**

The District shall not deter or discourage employees or applicants to be employees from becoming or remaining members of CSEA, or from authorizing representation by CSEA, or from authorizing dues or fee deductions to CSEA.

### **4.2 Dues Deduction Authorization**

#### **General Provisions**

The District agrees to deduct membership dues from the pay of unit members of CSEA.

CSEA shall provide the District with a list of members who have completed the authorizations developed by CSEA. Such authorizations shall continue in effect from year to year until CSEA notifies the District of a change. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues for (10) months. Deductions for bargaining unit members who sign authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Dues deduction shall be without cost to the bargaining unit member or CSEA.

#### **Effective Date of Authorizations**

The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing at least fifteen (15) days after such submission.

CSEA and the District agree to furnish to each other any information needed to fulfill the provisions of this article. The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with CSEA to do so) is entirely a function of CSEA, and no part of this Agreement may interfere with the union membership process.

### **4.3 Payment of Monies**

With respect to all sums deducted by the District pursuant to authorization of the bargaining unit member, the District agrees to remit such monies to CSEA accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

### **4.4 Deductions – Other Purposes**

Upon written authorization from a member of the unit, the District shall deduct the appropriate amount from the salary of any member of the unit and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs for which such deductions are permitted by law and which are part of the present County Office computer program. CSEA agrees to furnish the necessary information needed by the District to fulfill the provisions of this article.

### **4.5 Indemnification, Legal Fees/Costs for Defense**

CSEA agrees to defend and indemnify the District for any unit member's allegations, claims, actions, suits, settlements, or judgements which arise out of payroll deductions made by District in reliance on information and notification provided to the District by CSEA. In defending and indemnifying the District, CSEA shall provide legal representation to the District and CSEA shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine

whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

#### **4.6 New Hire Orientation Meeting Access and Information Sharing with CSEA**

##### **4.6.1 District Notice to CSEA of New Hires**

The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via electronic mail which will include the following information:

Full Legal Name  
Date of Hire  
Classification  
Site/Department

##### **4.6.2 Employee Information**

“Newly Hired Employee” or “New Hire” means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of the article only, the “date of hire” is the date upon which the employees’ employee status changed as such that the employee was placed in the CSEA unit.

##### **4.6.3 The District shall provide CSEA with contact information on the new hires. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:**

First Name  
Middle Initial  
Last Name  
Suffix (e.g. Jr., III)  
Job Title/Classification  
Department  
Primary Worksite Name  
Work Telephone Number  
Home Street Address (Incl. Apartment #)  
City  
State  
Zip Code (5 or 9 digits)  
Home Telephone Number (10 Digits)  
Personal Cellular Telephone Number (10 Digits)  
Personal Email Address of the Employee on file with the District  
Employee ID  
CalPERS Status  
Hire Date  
Last Four Numbers of the Social Security Number  
Birth Date

##### **4.6.4 Periodic Update of Contact Information: The District shall also provide CSEA with a list of all bargaining unit members names and contact information above on the last working day of September, January, and May. The information shall be**

provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

First Name  
Middle Initial  
Last Name  
Suffix (e.g. Jr., III)  
Job Title/Classification  
Department  
Primary Worksite Name  
Work Telephone Number  
Home Street Address (Incl. Apartment #)  
City  
State  
Zip Code (5 or 9 digits)  
Home Telephone Number (10 Digits)  
Personal Cellular Telephone Number (10 Digits)  
Personal Email Address of the Employee on file with the District  
Employee ID  
CalPERS Status  
Hire Date  
Last Four Numbers of the Social Security Number  
Birth Date

#### 4.6.5 New Employee Orientation

“New Employee Orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.

4.6.5.1 The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable.

- (a) In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee. The CSEA Labor Relations Representative may also attend the orientation.
- (b) In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to access the orientation session. The CSEA Labor Relations Representative may also attend the orientation.

4.6.5.2 The District shall include the CSEA membership application (and CSEA provided link for an electronic application where applicable), in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of any CSEA literature/membership applications to the District for distribution.

4.6.5.3 New employee orientation sessions shall be held on District property, during the workday of the employee(s), who shall be on paid time.

4.6.6 **Grievance Procedure**

Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance provisions of the Collective Bargaining Agreement, except as follows:  
Only CSEA and it Chapter 307 can grieve this agreement.

## **ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **5.1 General Provisions**

5.1.1 A "grievance" is defined as a statement by a unit member, group of unit members, and/or the Association that the District has violated, misapplied, or misinterpreted an express term of this Agreement and that by reason of such violation, misapplication or misinterpretation his/her rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement.

5.1.2 The respondent in all cases shall be the District itself rather than any individual. The filing or pendency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

5.1.3 Processing and discussing the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

5.1.4 "Day" as used in this Article shall mean any day the District Office is open for business.

### **5.2 Informal Level**

Before filing a formal written grievance, the grievant shall attempt to resolve the issue by scheduling an informal conference with his/her immediate supervisor. The grievant may be accompanied by an authorized Association representative (see Section 5.11) at the informal conference with the immediate supervisor. The issue shall be discussed orally, including the nature of the problem, person or persons involved, and remedy sought. If the grievant is not satisfied with the resolution attempted in the informal process, the grievant may proceed to Level One of the formal grievance process.



### **5.3 Formal Level**

#### **5.3.1 Level I - Immediate Administrator**

5.3.1.1 Within twenty-five (25) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing to the immediate administrator. If neither the grievant nor the Association had actual or constructive knowledge of the occurrence of the grievable act or omission, and could not with the exercise of reasonable diligence have known about it, then the twenty-five (25) day time limit shall begin to run on the date upon which either the grievant or Association knew or could with reasonable diligence have known of the occurrence.

5.3.1.2 The written statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

5.3.1.3 Either party shall be entitled to a personal conference at this level. The administration shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance, or within ten (10) days of the personal conference if held, and such action will terminate Level 1.

#### **5.3.2 Level II - Superintendent or Designee**

5.3.2.1 In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent or his/her designee within ten (10) days after the termination of Level I.

5.3.2.2 This statement shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reasons for the appeal. Either the grievant or the Superintendent or designee shall be entitled to a personal conference at this level.

5.3.2.3 The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal, or within ten (10) days of the personal conference if held, and such a decision will terminate Level II.

#### **5.3.3 Level III - Mediation**

5.3.3.1 In the event that the grievant is not satisfied with the decision at Level II, he/she may request that the Association submit the matter to mediation. The Association shall notify the Superintendent or designee within twenty (20) days of the termination of Level II of its decision to submit the matter to mediation.

5.3.3.2 The California State Mediation and Conciliation Service (CSMCS) shall be asked to appoint a mediator. The mediator shall conduct a hearing and offer such recommendations as he/she feels appropriate.

5.3.3.3 The Superintendent or designee shall notice the grievant and Association within twenty (20) days following receipt of the mediator's recommendation(s) of any modification to the decision rendered at Level II.

#### **5.4 Arbitration**

Grievances which are not settled at Level III, and which the Association desires to contest further, shall be submitted to binding arbitration as provided herein, but only if the Association gives written notice to the District of its desire to arbitrate the grievance within twenty (20) days after the termination of Level III. It is expressly understood that the only matters which are subject to binding arbitration are grievances, which were processed and handled in accordance within the limitations and procedures of this Article.

#### **5.5 Selection of Arbitrator**

As soon as possible, the parties shall attempt to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) days of the request for arbitration, a request for a list of arbitrators may be submitted to the California State Mediation and Conciliation Service. The conduct of the arbitration hearing shall be governed by the voluntary labor arbitration rules of the American Arbitration Association.

#### **5.6 Motions to Dismiss**

If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim shall, at the option of the District, after the Level III decision, and without prejudice, be heard and ruled upon, along with the merits of the case, by the same arbitrator. In such instances a suitable stay/continuance between such a ruling and any further proceedings shall be granted as may be reasonably necessary.

#### **5.7 Limitations Upon Arbitrator**

5.7.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in written briefs.

5.7.2 The arbitrator shall not have authority, nor shall he/she consider it his/her function to decide any issue not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction.

5.7.3 The arbitrator shall not render any decision or award merely because in his/her opinion such decision or award is fair or equitable.

5.7.4 The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

5.7.5 The arbitrator may hear and determine only one (1) grievance at a time unless the District expressly agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

5.7.6 If the parties cannot agree on a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance, the answers thereto at each level, and the terms of this Agreement.

5.7.7 The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law, or which is in violation of the terms of this Agreement or the laws of state or federal government.

## **5.8 Arbitrator's Decision**

5.8.1 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted.

5.8.2 The decision of the arbitrator within the limits herein prescribed above shall be final and binding on the parties.

5.8.3 In all cases the grievance and arbitration procedure described above is to be the Association's and unit member's sole and final remedy for any claimed breach of this Agreement.

## **5.9 Expenses**

All fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear the expenses of the presentation of its own case. By mutual agreement, the parties may use the Expedited Arbitration Procedures of the American Arbitration Association.

## **5.10 Failure to Meet Time Limits**

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

5.10.2 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to adjust time limit problems, which occur above Level I during all extended breaks (i.e. winter, spring, and summer recess).

## **5.11 Association Representation**

The grievant shall be entitled upon request to representation by the Association at all grievance meetings as provided for in this Article. In situations where the Association has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter. CSEA will annually provide the Human Resources Office a list of chapter officials authorized to represent unit members in grievance related matters.

**5.12 Reasonable Release Time**

Grievance meetings normally will be scheduled by the District so as not to conflict with student services. However, if the meeting is expected to be of such duration that it would extend beyond the normal business hours of the District Office, the District shall provide release time with no loss of pay to one (1) authorized representative of the Association so that the session can be accommodated within such business hours. This shall constitute "reasonable periods of released time" within meaning of Government Code Section 3543.1 (c).

**5.13 No Reprisal**

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

**5.14 Grievance Files**

The District's records developed for the filing and processing of a grievance shall be maintained separately from the grievant's personnel file.

**ARTICLE 6 - EVALUATION/PERSONNEL FILES**

**6.1 Probationary Service**

Newly hired employees shall serve an initial period of probationary service subject to the following:

- 6.1.1 A probationary employee shall become permanent after one hundred thirty (130) days in paid status as a probationary District employee.
- 6.1.2 In the event the District declines to appoint an employee to permanent status pursuant to Section 6.1.1 above, the employee's service may be continued for up to an additional three (3) months as a probationary employee for the purpose of continued assessment.
- 6.1.3 In the event the District declines to appoint an employee to permanent status pursuant to Section 6.1.2 above, the employee's service may be continued for up to an additional three (3) months as probationary employee for the purpose of continued assessment.
- 6.1.4 Any extension(s) of the probationary period as stipulated in Sections 6.1.2 and 6.1.3 shall be by mutual agreement of an authorized representative of the Association and of the District.
- 6.1.5 An employee shall be designated as a permanent employee of the school district after serving a prescribed period of probation that shall not exceed six months or 130 days of paid service, whichever is longer.
- 6.1.6 When a permanent employee is promoted and does not successfully complete a probationary period in the new classification, the employee shall have the right to be placed back in the former classification in a vacant position comparable in hours/months to the last position held prior to the promotion. If a vacant position does not exist, the employee shall displace the least senior employee in the classification. If the employee is less senior than the least senior employee in

the classification, the employee shall be placed on the thirty-nine (39) month reemployment list.

## **6.2 Performance Evaluation**

Periodic performance evaluations shall be made by the immediate supervisor of all personnel in the classified service in accordance with the following provisions: (a) No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator; (b) Any rating of "needs improvement" in the evaluation shall include specific recommendations for improvement and, as appropriate, provisions for assisting the employee in implementing any recommendations made; (c) The employee shall have the right to review and respond to any derogatory evaluation or statements in the evaluation, provided said response is made within twenty (20) scheduled working days after the evaluation has been delivered to the employee. An employee will receive written copies of his/her performance evaluation form. An evaluation conference shall be scheduled at the request of the employee or the evaluator. No unit member will evaluate any other unit member.

## **6.3 Frequency**

Evaluations of all probationary and permanent employees shall be made by the immediate supervisor as follows:

6.3.1 For probationary employees at least once during the probationary period.

6.3.2 For permanent employees at least once a year.

6.3.3 For probationary and permanent employees, such other evaluations as may be necessary.

## **6.4 Hearsay Evidence**

Conclusions and judgments contained in an employee's evaluation which are based solely on hearsay evidence shall be investigated prior to inclusion in said evaluation.

## **6.5 Judgments and Recommendations**

The evaluator's judgments and recommendations contained in an employee's evaluation shall not be subject to the Grievance and Arbitration Provision (Article 5) of this Agreement; however, alleged violations of the evaluation procedures of this Article shall be grievable.

## **6.6 Timely Evaluation Materials**

Formal evaluation materials that are more than two (2) years old at the time that disciplinary action may be initiated shall not be used as the primary basis of disciplinary action against employees.

## **6.7 Personnel Files**

6.7.1 The official personnel file is the employee's permanent employment record maintained in the District's Human Resources Office. No derogatory information shall be placed in a unit member's official personnel file until the unit member has had an opportunity to review and comment in writing. Unit members shall have the right to prepare a written response to any derogatory information on District time without loss of compensation. The unit member's written response shall be attached to any derogatory information.

- 6.7.2 No complaint against a unit member shall be placed in his/her file unless it has been reduced to writing and signed by the complainant.
- 6.7.3 Unit members shall have the right to review their own personnel file on their own time during normal business hours. In case of disciplinary action or derogatory information, a unit member shall be allowed to review his/her personnel file on District time in accordance with Section 17.1.4.
- 6.7.4 Derogatory information included in an employee's personnel file, which is more than two (2) years old, may not be used in a disciplinary action against the unit member. Disciplinary action shall be defined as any action whereby the unit member is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, or demotion, without his/her voluntary consent, except for layoff for lack of work or lack of funds.

## **ARTICLE 7 - LAYOFF AND EFFECTS OF LAYOFF**

### **7.1 Reason for Layoff**

Classified bargaining unit employees shall be subject to layoff for lack of work or lack of funds. The order of layoff within the classification shall be based on inverse order of seniority. The employee who has been employed the shortest time in the classification plus higher classification(s) by the District shall be laid off first.

### **7.2 Determination of Seniority**

An employee's seniority (length of service) shall begin with his/her initial date of employment in a bargaining unit classification and through the employee's last day in the classification. The District shall maintain a current determination of each employee's seniority in the District by classification. (See 7.2.3 below for the ordering of length of service for employees hired prior to July 1, 1992). The record shall include seniority earned by each unit member in each classification in which the employee has served.

7.2.1 Length of service credit shall be granted for military leave of absence, including voluntary or involuntary active duty during a period of national emergency or war as a member of the Military Reserve or the National Guard pursuant to Education Code 45297(b).

7.2.2 Length of service credit shall be granted for time spent on unpaid illness or maternity leave, unpaid family care leave, or unpaid industrial accident leave pursuant to Education Code 45308. Length of service credit shall not be granted for other types of unpaid leaves.

7.2.3 Unit members hired prior to July 1, 1992, shall have their seniority ordered by the number of service hours within the classification, excluding overtime hours.

### **7.3 Order of Layoff**

Any layoff shall be affected within a classification. An incumbent employee holding a position being reduced or eliminated shall be offered an alternative position in the same classification provided that there is an alternative position held by a less senior employee. In the event that there exists two or more alternative positions held by less senior employees, the incumbent shall be offered the alternative position with the hours and months of service closest to their current position. The employee being displaced

shall have the same displacement right to “bump” into an alternative position based on his/her seniority. (See 7.4.1 below) An employee laid off from his/her present classification may bump into another classification based on his/her seniority in that classification. (See 7.4.2)

## **7.4 Bumping Rights**

### **7.4.1 Displacement Within His/Her Classification**

In the event a unit member is noticed of layoff and the employee is senior to one or more members of the classification being reduced, he/she shall be offered the position held by the least senior unit member holding a position with the hours and months closest to or greater than his/her current assignment. Any vacant position within the classification being reduced shall be considered a transfer opportunity pursuant to Article 14 prior to being filled by displacement.

### **7.4.2 Displacement Rights In Other Classifications**

A unit member noticed of layoff and who has seniority in another classification(s) may exercise his/her right (based on initial date of hire in that classification) to displace the least senior employee holding a position with the number of hours and months closest to or greater than his/her current assignment. Any vacant position within the effected classification shall be considered a transfer opportunity pursuant to Article 14 prior to being filled by the displacement.

7.4.2.1 A unit member with seniority in a classification higher than the classification held at the time of layoff notice shall have the right to displace an employee with fewer months of service in the higher classification.

7.4.2.2 When a unit member leaves a higher classification for a position in a lower classification the seniority record shall reflect the number of months of service the employee held at the time of leaving the higher classification.

7.4.2.3 In the event of a vacancy, transfer candidates shall be afforded first consideration pursuant to Article 14 prior to implementing the provisions of Section 7.4.

## **7.5 Equal Seniority**

If two (2) or more employees subject to layoff have equal classification seniority, the layoff determination shall be made based on inverse order of District seniority. If District seniority is equal, then the selection shall be determined by lot.

## **7.6 Notice of Layoff**

It is the desire of the District to afford unit members affected by a layoff reasonable notice. At a minimum, unit members affected by a layoff shall be entitled to not less than sixty (60) days written notice, or as otherwise required by law. Such notice will specify the reason for layoff and identify the unit member by name and classification.

## **7.7 Reemployment Rights**

7.7.1 For vacancies not filled by a transfer or promotion, laid off persons are eligible for reemployment in the classification for which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of lay off.

- 7.7.2 Laid off persons returning to their prior classifications shall be placed on the same salary schedule step as held at the time of layoff. They shall remain on that salary schedule step until such time as they have served a total of twelve (12) months exclusive of the break in service. The employee shall then be advanced to the next highest step of the salary schedule unless the employee's anniversary date shall then be the first date of paid service on the higher salary schedule step for step advancement purposes.
- 7.7.3 An employee on a reemployment list is entitled to be reemployed into vacant positions that are of a lower or lateral level for which he or she is qualified before the District hires an outside candidate to fill the vacancy.
- 7.7.4 For purposes related to 7.7.3, "lateral" positions are those positions that are on the same salary range as provided in the approved salary schedule.
- 7.7.5 For purposes related to 7.7.3, an "outside" candidate is an applicant who is not a "regular" (probationary or permanent) classified employee of the District.
- 7.7.6 In order to be deemed "qualified," the applicant must possess the required background and successfully demonstrate such background, knowledge, skills, and abilities (through the following):
- Evidence of meeting the prerequisites of the job posting as determined by an application screening and possible examination
  - Initial interview with an interview panel
  - Recommendation for continuation in the hiring process
  - Positive reference checks by previous supervisors

**7.8 Voluntary Demotion or Voluntary Reduction in Hours**

Employees who take voluntary demotion or reductions in assigned time in lieu of layoff shall, in addition to the thirty-nine (39) months, be granted an additional twenty-four (24) months of reemployment rights. (E.C. 45298)

**7.9 Notification of Reemployment**

An employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the District.

**7.10 Employee Notification to the District**

7.10.1 An employee shall notify the District in writing of his/her intent to accept or refuse employment within ten (10) working days following receipt of the reemployment notice. Failure by the employee to tender the written notice to the District within ten (10) days, as provided for herein, shall be deemed a refusal of employment by said employee. The laid off employee may decline three (3) offers of reemployment before relinquishing his/her position on the list. If an employee on a reemployment list refuses the third (3<sup>rd</sup>) offer of employment, no additional offers will be made. The employee shall be considered unavailable for work.

7.10.2 A laid off employee may notify the Human Resource Office that he/she does not wish to be noticed of reemployment opportunities unless the offered position meets specified criteria (for example: minimum number of hours, in-town location only, positions requiring certain responsibilities). When so noticed, the laid off employee relinquishes the right to three (3) offers of employment. In the event the laid off employee declines an offer of employment in a position meeting



the employee's requirements then he/she shall be considered unavailable for work. The Human Resource Office shall advise CSEA of requests from laid off employees to only be notified of job opportunities meeting specified criteria. A laid off employee may rescind his/her request at any time prior to a notice of reemployment. See Memorandum of Understanding (MOU) dated November 27, 2007 in the Appendix.

#### **7.11 Reemployment In a Lower Classification**

Employees who accept a position lower than their highest former classification shall retain their original thirty-nine (39) month rights to the higher position.

#### **7. 12 Effects of Layoff**

The provisions of this Section shall apply equally to bargaining unit members experiencing a reduction in hours or a separation from District service due to layoffs.

7.12.1 If a bargaining unit member on Step 5 or higher of the salary schedule has been receiving District provided medical insurance coverage and has his/her hours of service reduced below the minimum service requirement qualification (i.e. four [4] hours per day), he/she shall continue to receive said medical insurance coverage after the effective date of the reduction in hours for a period of nine (9) months, or until the following June 30, whichever duration is shorter.

7.12.2 If a bargaining unit member receiving District provided medical insurance coverage works a full school year, and is separated from District service due to layoff after June 30 of any school year, he/she shall continue to receive said coverage until the following September 30.

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

7.12.3.1 The laid off employee had received satisfactory evaluations while in regular employment;

7.12.3.2 And received satisfactory evaluations in the capacity of a substitute.

#### **7.13 Priority Consideration**

A bargaining unit member separated from District service due to layoff, or experiencing a reduction in assigned hours, shall be given priority consideration over "outside" candidates in applications he/she may make for subsequent vacancies in job classifications for which he/she is qualified and available.

#### **7.14 Consultation with Association**

The Association shall have the right to consult with the District regarding the redistribution of bargaining unit member workload in the event of layoff.

## **ARTICLE 8 - HOURS AND OVERTIME**

### **8.1 Workday**

The length of the workday and/or workweek shall be designated by the District for each classified assignment. Each bargaining unit employee shall be assigned to a fixed, regular, and ascertainable minimum number of hours, which shall not be permanently changed without prior notice and compliance with California Education Code provisions.

8.1.1 In the event the District desires to alter a unit member's current schedule, the District shall give the affected employee a minimum of a thirty (30) calendar day advance notice.

8.1.2 Notwithstanding the provisions of Section 8.1, by mutual agreement of the District and CSEA and consent of the affected employee, a part-time employee working fewer than twenty (20) hours per week, said employee's schedule may be made flexible conditioned upon the employee's and CSEA's recognition that those work days in which the employee serves more than four (4) hours do not entitle the employee to District paid health and welfare benefits. Any unit member that is on a flexible modified work week shall be compliant with the Memorandum of Understanding (MOU) dated September 10, 2001 as seen in the Appendix.

8.1.3 A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in California Education Code Sections 45136/45137. See Memorandum of Understanding (MOU) June 25, 2001 in the Appendix.

### **8.2 Lunch Periods**

All employees covered by this Agreement shall be entitled to an uninterrupted lunch period of not less than thirty (30) minutes, except for those employees who are in a paid status because their job requirements include eating with the students, or in serious situations involving the safety and well-being of District students and staff. Health Care Technicians/Health Care Specialists who may be required to work during student lunch periods shall be granted a corresponding lunch period adjacent to the student lunch recess.

### **8.3 Rest Period**

8.3.1 All bargaining unit employees shall be granted a fifteen (15) minute rest period within any four (4) hour work period.

8.3.2 Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.

### **8.4 Rest Facilities**

The District shall make available at each work site a lunchroom and restroom facilities.

### **8.5 Overtime**

Except as otherwise provided herein, all approved overtime hours as defined in this Section shall be compensated at a rate of pay equal to time and one-half (1 & 1/2) the

regular rate of pay of the employee for all work permitted. Approved overtime is defined to include any time worked, at the direction of the District, in excess of eight (8) hours in any one (1) day or on any one (1) shift or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time.

8.5.1 For employees working four (4) hours per day or more, all hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth (6th) consecutive day of work.

8.5.2 All hours worked on the seventh (7th) consecutive day of work shall be compensated at double the regular rate.

8.5.3 All hours worked in excess of eight (8) hours on the sixth (6th) and seventh (7th) consecutive day shall be compensated at two and one half (2 & 1/2) times the regular rate of pay.

8.5.4 The total compensation for all hours worked on holidays designated by this Agreement shall be two and one half (2 & 1/2) times the regular rate.

8.5.5 Notwithstanding the provisions of Sections 8.5.2 and 8.5.3, in the event of overtime service required during a period of emergency declared by the District, the overtime rate for said period shall be time and one half (1 & 1/2) for the duration of said emergency.

## **8.6 Compensatory Time Off**

Preauthorized and earned overtime shall be compensated in the employee's pay warrant for the following payroll period or, by written mutual agreement, by compensatory time off. If compensatory time off is elected by the employee and his/her supervisor, the compensatory period shall be scheduled by mutual agreement. Once scheduled, the supervisor may cancel the time off only for just and reasonable cause. If canceled, the employee may elect to either be compensated for the preauthorized and earned overtime or to reschedule the time off to a period acceptable to the supervisor and employee. Any accumulated compensatory time off (i.e., compensatory time off earned in one (1) pay period but not compensated in the same or following payroll period) must be recorded on a District approved form and filed with the District's payroll office. Any accumulated compensatory time off not taken by June 30 shall be paid off in cash at the employee's current rate of pay.

## **8.7 Overtime - Equal Distribution**

The District shall make a good faith effort to provide a bargaining unit member assigned to a particular work site with an opportunity to work overtime or extended hours at that site on a rotational basis within his/her classification; notwithstanding the other provisions of this Section. If an employee declines the rotational overtime opportunity, he/she shall revert to the end of the rotational list. If overtime or extended hours are required in an area or task that necessitates a particular expertise or special knowledge, an employee may be requested to work overtime or extended hours without regard to the rotational concept. Nothing herein shall be construed to limit the ability of the District to require overtime or extended hour service of an employee.

## **8.8 Shift Differential - Compensation**

8.8.1 Any employee in the bargaining unit whose regularly assigned work shift commences between 2 p.m. and 2 a.m. shall be paid a shift differential premium of two and one-half percent (2 - 1/2%) above the regular rate of pay for all hours worked.

8.8.2 Except during summer recess periods, an employee who receives a shift differential premium on the basis of his/her shift shall suffer no reduction in pay, including differential, when temporarily assigned for twenty (20) working days or less to a shift not entitled to such compensation.

## **8.9 Minimum Call-In Time**

8.9.1 Any employee called in to work at a time when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

8.9.2 Any employee called to work a scheduled activity that is canceled, without sufficient time to notify the employee, shall receive two (2) hours of pay at the appropriate rate of pay under this Agreement.

## **8.10 Call-Back Time**

Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.

## **8.11 Paid Status**

For the purpose of computing vacation, retirement or fringe benefits, all time during which an employee is in authorized paid status, exclusive of overtime service, shall be construed as time worked.

## **8.12 Increase in Hours**

A bargaining unit employee's work hours may be increased once during a school year by up to thirty (30) minutes per day at the discretion of the District. The position will be declared vacant and advertised in the event the position's work hours are increased by thirty-one (31) minutes (or more) or increased again during the same school year. Only bargaining unit members in the classification of the increased hours may apply and be considered for the advertised position.

## **8.13 Reemployment Within Thirty-Nine (39) Months**

A permanent unit member who resigns from his/her position and who subsequently is rehired within a thirty-nine (39) month period, shall have the break in service disregarded and have all rights, benefits, and burdens of a permanent employee restored.

# **ARTICLE 9 - SALARIES AND HEALTH AND WELFARE BENEFITS**

## **9.1 Salaries**

The current salary schedules and salary classification requirements of all bargaining unit classified employees are set forth in the Appendix.

## **9.2 Placement on the Salary Schedule - Experience**

Up to three (3) years previous experience shall be granted to new employees when determining their initial placement on the salary schedule. To be considered, experience,

background, training and duties in former positions must be of similar nature to those to be performed in the School District. Credit for previous experience shall be at the sole discretion of the Superintendent. Any appeal of initial placement must be in writing and within six (6) months of the employee's initial hire date to the Human Resources Office. A decision will be rendered and forwarded to the employee within ten (10) working days of the date of appeal.

### **9.3 Frequency - Once a Month**

9.3.1 All employees in the bargaining unit shall be paid once per month payable at the end of the last working day of the month, excluding extra hours and overtime, unless current payroll procedures are modified by applicable law and/or the San Diego County Office of Education.

9.3.2 Overtime and extra hours pay are to be paid not later than the following pay period.

### **9.4 Payroll Adjustments**

Any payroll adjustment due an employee in the bargaining unit as a result of District error, working out of classification, re-computation of hours, or other reasons shall be made and a supplemental payroll report transmitted to the San Diego County Office of Education for approval as soon as possible within five (5) working days following notice to the payroll department.

### **9.5 Promotion**

9.5.1 Any employee in the bargaining unit receiving a promotion to another position in the bargaining unit under the provisions of this Agreement shall be moved to the appropriate step (if any) of the salary range of the new classification to insure not less than a one (1) step increase as a result of that promotion.

#### **9.5.2 Step Increases Following Promotion**

An employee promoted to a higher classification may be entitled to a step increase after six (6) months in the new classification under the following circumstances:

9.5.2.1 The promotion caused the employee's salary range to be increased by no more than two (2) ranges.

9.5.2.2 The employee would realize a salary decrease following promotion as a result of the employee's in-classification anniversary date.

9.5.2.3 The employee satisfactorily completes the probationary period in the new classification.

### **9.6 Anniversary Date for Step Increase**

The employee's first date of paid service in a classification is his/her anniversary date. Except in situations described in Section 9.5.1, the employee shall be entitled to a step increase on each subsequent anniversary date until the employee reaches the maximum step for his/her classification.

### **9.7 Mileage**

Any employee in the bargaining unit directed and required to use his/her vehicle on District business shall be reimbursed at the rate designated by the Governing Board for all miles driven other than travel between home and work.

## **9.8 Fringe Benefits**

### **9.8.1 PERS Contribution**

The District shall pay the employee share and the District share of PERS contribution for those employees who are employed in positions four (4) hours or more. As of July 1, 2014, the District shall no longer pay the employee share of the PERS contribution.

### **9.8.2 Maintenance of Benefits**

The District shall not reduce or eliminate any fringe benefits, which were enjoyed by classified employees as of the effective date of this Agreement until they are renegotiated as provided for in this Agreement.

### **9.8.3 Health, Dental, and Vision Insurance**

The District shall provide a group health insurance package for qualified employees and their dependents, which will include health, dental, and vision coverage. This provision will be in force for the duration of this Agreement. Employees eligible for fully District paid health and welfare benefits are also eligible for \$100 monthly to a maximum of \$1000 annually in salary for zero (0) dependents covered, \$50 monthly to a maximum of \$500 annually for one (1) dependent covered, or no additional salary for full family coverage. Current insurance plans can be found in the attached Appendix.

9.8.3.1 The District shall provide the Association with renewal rates within five (5) business days (days the District Office is open for business) of the District's receipt of insurance vendor rates for the following year. The parties shall meet at a time and date mutually selected by the parties to review renewal rates and related information (including alternative plans and programs) within ten (10) business days of the Association's receipt of the insurance vendor rates. Subsequent bargaining dates shall be mutually scheduled as needed with the intent on reaching a settlement relating to employee benefits and the funding of such benefits prior to October 30 of the current year (whether or not the parties have reached an agreement on other issues).

9.8.3.2 Absent a negotiated agreement, the District's share of the tenths cost of employee health and welfare benefits shall not exceed the negotiated cap for health benefits of \$697.27 for Employee Only, \$1,314.12 for Employees with One Enrolled Dependent, and \$1,823.90 for Employee & Family (on a tenths basis).

### **9.8.4 Retiree Benefits**

The District will provide retired employees hired prior to January 1, 2008 with the same health and insurance benefits being provided for District employees to the extent stipulated under the following rules and regulations, up to a maximum of age sixty-five (65) of the retiree, or the retiree's eligibility for Medicare coverage, whichever occurs first subject to the following:

- (1) The employee must retire from the District and must be receiving a retirement from either STRS, PERS, or both. Employees are not eligible if they leave for reasons other than retirement.

- (2) The employee must have served a minimum of at least ten (10) years with the District just prior to retirement and be fifty (50) years of age or older.

9.8.4.1 Amount of Premium to be paid by District

Years of Service with FUESD just prior to retirement	Percent of Premium to be paid for employee only by FUESD
Less than 10 years	0%
10 Years	50%
11 Years	55%
12 Years	60%
13 Years	65%
14 Years	70%
15 Years	75%
16 Years	80%
17 Years	85%
18 Years	90%
19 Years	95%
20 Years	100%

9.8.4.2 Amount of Premium to be paid by the Retired Employee

(a) 100% of dependent coverage.

(b) Applicable percentage of the employee premium as determined by the chart under item Section 9.8.4.1

9.8.4.3 The District will provide district employees hired on or after January 1, 2008 and retiring at or after sixty (60) years of age with twenty-five (25) or more consecutive years of service with the Fallbrook Union Elementary School District shall be entitled to participate in the same District health plan(s) provided active employees until age sixty-five (65) or the retiree's eligibility for Medicare coverage, whichever occurs first. The District shall pay the same portion of the cost of the retired employee's premium as the District pays for its active employees. The retiree eligible for retiree health insurance may insure dependents and shall be responsible for 100% of the dependent(s) premium.

9.8.5 Life Insurance

The current life insurance program shall be \$50,000.00.

9.8.6 IRC Payroll Deductions

The District shall implement an Internal Revenue Code Section 125 salary deduction plan for benefits and childcare.

9.8.7 Eligibility

All employees in the bargaining unit who work at least four (4) hours per day shall be covered under the programs provided as above. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

**9.8.8 Joint Employer-Employee Insurance Committee**

The Association will participate in a joint employer-employee insurance committee that shall be responsible for the selection of a District insurance broker and for recommending changes in the existing health and welfare benefit plans and carriers. The Association is committed to a continuing effort of securing economical solutions to the health coverage cost escalation.

**ARTICLE 10 - EMPLOYEE EXPENSES AND MATERIALS**

**10.1 Uniforms**

Uniforms will be provided to the following classifications of employees: Cafeteria Workers (plastic gloves and aprons), Bus Drivers (shirts and jacket), Mechanics and Groundskeepers (pants and shirts), and Custodians (shirts), Playground Supervisors and Safety Monitors, as determined by the site. Uniforms are to be worn at all times during on-duty hours. Employees are reminded while wearing the District provided uniform they are representing the District and that employees may be subject to disciplinary action for personal conduct unbecoming an employee of the District. (AR 4217.41)

10.1.1 Cafeteria workers hired prior to September 1, 1991, shall continue to have the option of District provided uniforms in addition to aprons.

10.1.2 Any custodian who was afforded uniform pants during the 1987-88 school year will continue to be provided uniform pants and shirts.

10.1.3 The District shall provide annual reimbursement of up to \$200 for work shoes/work boots that meet OSHA requirements for certain classified employees. Specific classifications currently limited to 5 Maintenance workers; 7 Grounds workers; and 2 Mechanics.

**10.2 Tools**

The District agrees to provide all tools, equipment and supplies reasonably necessary to bargaining unit employees for performance of employment duties and said tools may only be used for District business.

**10.3 Physical Examinations and Fingerprints**

The District agrees to provide for any medical examination and criminal background clearance required as a condition for continued employment.

**10.3.1 Tuberculin Skin Test and Tuberculin X-Ray Examination**

The District shall designate a medical provider authorized to conduct tuberculin skin test as required and the cost of such examinations for continuing employees shall be paid by the District. Continuing employees who elect to use his/her private physician for the required tuberculin skin test shall be reimbursed for the cost of the examination up to twenty dollars (\$20.00). The District agrees to provide by a District designated medical provider authorized to conduct X-ray examinations any required tuberculin x-ray exam pursuant to Administrative Regulation 4212.4. In cases when an employee elects to use his/her private physician for such examinations, the employee shall be reimbursed by the District for the cost of such examination up to fifty dollars (\$50.00).



10.3.2 Criminal Background Verification (Fingerprinting)

The District shall designate and provide for fingerprinting as a condition of initial employment in compliance with California Education Code provisions, including the cost of said fingerprinting.

## **ARTICLE 11 - HOLIDAYS**

### **11.1 Scheduled Holidays**

The District agrees to provide all employees with the following paid holidays that fall within the beginning and ending service days of the annual work calendar adopted for the various classifications of District employees:

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
President's Birthday  
Spring Vacation Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Admissions Day  
Veterans Day  
Thanksgiving and the day following  
Christmas Eve  
Christmas Day  
New Year's Eve

### **11.2 Weekend Holiday**

When a scheduled holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a scheduled holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.

### **11.3 Holiday Eligibility**

11.3.1 Except as otherwise provided in this Section, a unit member must be in a paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

11.3.2 Unit members who are not normally assigned to duty during the school holidays of

Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

### **11.4 Calendar Committee**

CSEA shall participate in the District's annual calendar committee.

## **ARTICLE 12 - VACATION PLAN**

### **12.1 Eligibility and Accumulation**

Unit members shall have a vested right to paid vacation following the employee's first six (6) months of employment in a bargaining unit position. Vacations are normally scheduled for periods when schools are not in session. Earned, but unused, vacation leave may be carried forward into the succeeding fiscal year as accrued vacation leave subject to certain limitations. Pay for vacation days shall be at the same rate as that which the employee would have received had the employee been in a working status. Paid vacation leave shall be earned as follows:

- 12.1.1 Employees with zero (0) to three (3) complete years of service with the District (including service as a probationary employee) shall earn one and one fourth (1.25) days of paid vacation for each working month of employment annually.
- 12.1.2 Employees with more than three (3) years of District service shall earn one and one-half (1.5) days for each working month of employment annually. Said employees may accumulate (carry forward) up to five (5) days of earned vacation.
- 12.1.3 Hourly and part-time unit members shall earn vacation on a pro-rated basis in direct proportion to the employee's average daily hours of employment bear to eight (8) hours per day for five (5) days per week.
- 12.1.4 When a holiday pursuant to Article 11 falls during the scheduled vacation, such employee shall be granted an additional day's paid vacation for each holiday falling within that period.
- 12.1.5 A written statement of accrued and current year vacation entitlement shall be provided to each employee by October 1 each year.
- 12.1.6 Days accumulated in excess of the limits referenced above shall be paid out as soon as practicable after the end of the fiscal year, and after receipt of verification of attendance, typically no later than the pay period following the end of the employee's work year.

### **12.2 Vacation Schedules**

Each employee shall submit written vacation requests to their supervisor. Employees shall submit requests to the supervisor as far in advance as possible. Generally, requests shall be approved or denied within then (10) business days. Vacations are normally scheduled for periods when schools are not in session, but may be scheduled for other times of the year with the Superintendent's or designee's prior authorization. The supervisor shall confirm in writing employee vacation schedules after soliciting employee preferences.

#### **12.2.1 District Caused Vacation Interruption**

If, for reasons imposed by the District, a bargaining unit employee is not permitted to take all or any part of the employee's annual vacation. The amount not taken shall be paid for in cash at the employee's current rate of pay unless, by mutual agreement, part or all of the earned but unused vacation is carried over as accumulated vacation.

#### **12.2.2 Vacation Interruption Caused by Injury or Illness**

Upon approval of the District, unit member may be permitted to postpone, interrupt, or terminate vacation in order to begin paid sick or bereavement leave. Under such situations, the employee may be required to provide supporting information regarding the basis for the interruption or termination of vacation.

12.2.2.1 The employee may also request, at the option of the District, to carry over his/her vacation to the following year.

12.2.2.2 At the option of the District the employee may receive compensation for all vacation earned and accumulated during the fiscal year.

### **12.3 Unused Vacation**

12.3.1 Employees with three (3) or more years of seniority may elect to carry over up to five (5) days of current vacation as accrued vacation for use in the subsequent fiscal year.

12.3.2 Vacation Pay Upon Separation: Upon separation from service, a unit member is entitled to be paid for all earned, but unused, vacation up to and including the last day of service.

## **ARTICLE 13 - LEAVES**

### **13.1 Bereavement Leaves**

Employees shall be granted a leave with full pay in the event of the death of any member of the employee's immediate family. The leave shall be for a period of five (5) days or seven (7) days if the employee has to travel over five hundred (500) miles or out of state. The immediate family is defined as the mother, father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, any relative living in the immediate household of the employee, any dependent relative according to Federal Internal Revenue Service guidelines, or any other person who previously served as the legal guardian of the employee.

### **13.2 Jury Duty and Official Appearance Leave**

13.2.1 An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty, or to appear in court other than as a litigant.

13.2.2 The District shall pay the employee the difference, if any, between the amount received for jury duty and the employee's regular rate of pay. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

13.2.3 The employee shall notify the immediate Administrator upon receipt of the Jury Duty notice.

13.2.4 An employee shall be granted a leave of absence not to exceed the duration of the requirements of the jury duty service.

13.2.5 Any day during which a classified employee's regular assignment commences in the afternoon or evening and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

13.2.6 Classified employees with less than twelve-month work year assignments and who receive notice to appear for jury duty during their regular work year may postpone jury duty to month(s) the employee is not normally working (i.e. summer) and will be compensated at the current daily substitute rate for the employee's classification each such day. The procedure for such postponement/compensation is as follows:

13.2.6.1 Complete a Jury Duty Postponement Form.

13.2.6.2 Attach a copy of the original jury duty notice and signed official court validation for each day of jury duty served to the Jury Duty Postponement Form.

13.2.6.3 For purposes of this article, summer school will be considered a working day for individuals assigned to summer school assignments.

13.2.6.4 The District may request further verification of any/all of the aforementioned documents.

### **13.3 Military Leave**

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave. Unit members shall be required to request the District for military leave as far in advance as possible. If available, appropriate military orders/notification shall be filed upon return in order to maintain benefits.

### **13.4 Sick Leave**

13.4.1 Leave of Absence for Illness or Injury

A full-time employee shall be granted one (1) day per month leave of absence for illness or injury; part-time employees shall receive a prorated leave in the same ratio as the hours worked bears to eight (8).

13.4.2 At the beginning of each fiscal year, the full amount of sick leave granted under this Section shall be credited to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District.

13.4.3 If an employee does not take the full amount of sick leave allowed in any year under this Section, the amount not taken shall be accumulated from year to year.

13.4.4 In the event an employee separates from employment and assumes a position in another California Public School District within one year, he/she shall have the right to have their entire accumulated sick leave transferred to that school district upon the employee's written request.

13.4.5 Normally the District shall not require a physician's statement of illness verification for the absences of less than five (5) days. However, if the

Superintendent has cause to believe that the sick leave privilege is being or has been abused, he/she may require the employee to provide a physician's statement of illness absence verification at any time.

13.4.6 Illness due to pregnancy shall be treated as any other illness.

13.4.7 The District shall provide each classified employee with a written statement of (a) his/her accrued sick leave total; and (b) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.

13.4.8 Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Employees who are a victim of domestic violence, sexual assault, or stalking are also eligible. (Labor Code § 246.5).

13.4.9 "Family member" means a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling. (Labor Code § 245.5(c)).

### **13.5 Extended Illness Leave**

Each year, regular classified employees shall be credited with not less than one hundred (100) working days of paid sick leave, including those current year and accumulated days for which the employee is entitled to full pay. This paid sick leave shall be exclusive of any other paid leave, holidays, vacation or compensatory time to which the employee may be entitled. When the current year and accumulated days at full pay are exhausted, the remainder of the one hundred (100) days shall be compensated at not less than 50 percent (50%) of the employee's regular salary. Any such days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year.

13.5.1 The unit member may request that vacation and accumulated compensatory time be taken before or combined with the entitlement to other sick leave.

13.5.2 When a unit member is entitled to utilize the benefits provided for by this Section and is receiving worker's compensation benefits, the one hundred (100) day allocation shall be reduced only in that amount necessary to provide a full day's wage or salary when added to the temporary disability benefits.

13.5.3 An employee utilizing extended illness leave for a continuous period shall promptly provide to the District a written statement from his/her attending physician indicating the cause for utilization for this leave benefit and the expected date of return to District Service. An employee anticipating the use of extended illness leave due to predictable causes such as surgery shall provide the District with written notice of the intended absences as far in advance as possible.

13.5.4 Before returning to work, an employee who has been absent for surgery, hospitalization or extended medical treatment shall submit a letter from his/her

physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

### **13.6 Industrial Accident And Illness Leave**

In addition to any other benefits that an employee may be entitled to under the Worker's Compensation laws of this state employees shall be entitled to the following benefits:

- 13.6.1 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave not more than sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 13.6.2 Industrial accident or illness leave shall commence on the first day of absence.
- 13.6.3 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability indemnity award. In the event the unit member is off duty for less than a full day, said leave shall be reduced only by the number of hours absent from duty.
- 13.6.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker's Compensation laws of this state, exceed the normal wage for the day.
- 13.6.5 The industrial accident or illness leave is to be used in lieu of sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, entitlement to other sick leave, vacation, or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Worker's Compensation laws of the state at the time of the exhaustion of benefits under this Section, s/he shall be entitled to use only so much of his/her accumulated and available sick leave (including extended illness leave) and vacation leave, which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.
- 13.6.6 Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 13.6.7 Any employee receiving benefits as a result of this Section shall, during periods of injury or illness remain within the State of California unless the District authorizes travel outside the state.
- 13.6.8 Prior to an employee's return to service following Industrial Accident/Illness Leave, the employee shall provide the District with a physician's statement indicating the employee's ability to return to his/her position classification without restriction or detriment to the employee's physical and emotional well-being.

### **13.7 Break In Service**

- 13.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of the Agreement shall continue to accrue under such absence.

13.7.2 When all available leaves of absence, paid or unpaid, have been exhausted, and if the employee is not medically able to assume the duties of the person's position, the person shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months, except in lay off situations. When available, during the thirty-nine (39) months' period the person shall be employed in a vacant position in the classification of the person's previous assignment over all other available candidates. Upon resumption of his or her duties, the break in service will be disregarded and the employee shall be fully restored as a regular employee.

### **13.8 Personal Necessity Leave (Employees)**

13.8.1 A bargaining unit employee may use no more than seven (7) days of accumulated sick leave per school year in case of personal necessity. In addition, a unit member shall be permitted to use in any fiscal year (July 1 – June 30) his/her accrued and available sick leave to attend to the illness of a child, parent, or spouse. The maximum leave an employee may use for this purpose is the amount of leave the employee accrues in a six-month (6) period. The use of accrued sick leave for this purpose shall be considered to be Personal Necessity Leave.

13.8.2 The employee shall not be required to secure advance permission to leave in cases of death or serious illness of a member of his/her immediate family or accident involving his/her person or property or the person or property of his/her immediate family.

13.8.3 Personal Necessity shall be defined as emergency situations that are serious in nature, cannot be disregarded, cannot be dealt with during non-duty hours, and which require the employee's immediate attention. Personal Necessity Leave may not be used for routine personal activities, social events, occupational investigation, political activities or demonstrations.

### **13.9 Personal Necessity Leave (District)**

13.9.1 An employee who has utilized the seven (7) days per year of personal necessity leave as provided for in Section 13.8, and who must again be absent for purposes provided for in Section 13.8.3, shall be granted three (3) additional days of Personal Necessity Leave at District expense.

13.9.2 Notwithstanding the provisions of Section 13.9.1, an employee who does not utilize in any given school year the District-provided three (3) days of Personal Necessity Leave provisions available under this Section shall have the unused entitlement added to his/her accumulated sick leave for that year.

### **13.10 General Leave**

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. The decision to grant or deny such leave shall be excluded from the provision of Article 5 of this Contract.

- 13.10.1 Except in emergencies or extenuating circumstances, no employee will commence long-term leave other than at the conclusion of a semester.
- 13.10.2 Employees on leaves without pay shall not be eligible to receive any fringe benefits such as insurance, retirement benefits, etc., for the duration of the leave. The employee may maintain coverage for the duration of the leave under the District employee insurance package by paying the premiums himself/herself as required by the insurance carrier.
- 13.10.3 Unless otherwise provided in this Section, an employee on a paid or unpaid leave of absence shall be entitled to (a) return to the same classification, if such classification still exists, which the person held immediately before commencement of a leave; (b) receive credit for annual salary increment provided leave has been for approved study or retraining. If a day-to-day substitute is hired during the employee's absence, and if the position the employee held immediately prior to the start of the leave still exists at the time the employee is returning from leave, the employee shall be entitled to return to the position s/he held immediately prior to the start of the leave of absence.
- 13.10.4 Upon return to service, the employee will be reinstated at the same salary schedule step, but with a new anniversary date. All longevity credit for vacation time and sick leave credit will be brought forward.

### **13. 11 Maternity Leave**

A member of the classified service who is an expectant mother may request a leave of absence without pay. In cases other than physical disability, the leave may start and terminate at dates mutually agreed upon. The employee contemplating such leave shall notify the District of her intent for purposes of planning when knowledge of pregnancy has been established, but not later than ninety (90) days prior to the expected date of delivery. The maximum length of an extended maternity leave is one (1) calendar year.

- 13.11.1 Parental Bonding Leave: Each bargaining unit member may be allowed up to twelve (12) weeks leave for purposes of child bonding occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child. In order to qualify for child bonding leave, unit members must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period. For the birthing parents, the 12-week child bonding leave shall commence at the conclusion of any pregnancy disability leave. For non-birthing parent, the 12-week child bonding leave shall commence on the first day of such leave and run concurrently with the Family Medical Leave Act (FMLA) and CFRA. Pursuant to Education Code Section 45196.1, if a unit member exhausts his/her accumulated sick leave, s/he shall be entitled to differential pay (50%) as defined in section 13.5 for the balance of the 12-week period. The minimum duration of child bonding leave shall be two weeks, but the District shall grant up to two (2) requests for child bonding leave of fewer than two weeks. Where both parents are employees of the District, the two parents are each entitled to one twelve (12) work week period of bonding leave. The District must be provided with at least thirty (30) days prior notice of



intent to take child bonding leave, except in the case of emergency. Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to twelve (12) school weeks of unpaid leave pursuant to Article 13.13.

### **13.12 Child Rearing Leave**

- 13.12.1 Upon request, the District may provide a male or female classified employee, who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his/her infant. Said request shall be submitted in writing to the Superintendent or his/her designee as far in advance of the requested commencement of the leave as possible. Such leave shall not exceed one (1) calendar year.
- 13.12.2 Unless otherwise provided in this Section, an employee on such leave of absence shall be entitled to return to the same classification if such classification still exists which he/she held immediately before commencement of the leave.

### **13.13 Family Care Leave**

In accordance with District policy, state and federal law, the Governing Board shall grant family care leave to eligible employees without discrimination. Employees who are granted such leave shall be employed in the same or a comparable position upon returning from family care leave. The district may require that a unit member's request for leave to care for a child, spouse, or parent who has a serious health condition be supported by a certification issued by a health care provider of the individual requiring care.

- 13.13.1 Unit members who have completed one (1) year of service with the District shall be eligible for unpaid family care leave for up to twelve (12) weeks within a twelve (12) month period.
- 13.13.2 Family Care Leave means either of the following:
  - 13.13.2.1 Leave because of the birth of the employee's child, and in order to care for the child.
  - 13.13.2.2 Leave because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
  - 13.13.2.3 Leave in order to care for the employee's child, parent or spouse with a serious health condition.
  - 13.13.2.4 Leave because of the employee's own serious health condition which makes the employee unable to perform his/her job.
- 13.13.3 During the period of family care leave, the employee shall continue to be entitled to participate in the District's health and welfare benefits. After twelve (12) weeks of family care leave, he/she may be required to pay the health care premiums for the remainder of the leave.

- 13.13.4 The employee shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any employee benefit plan or collective bargaining agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as vacation, the employee returning from family care leave shall return with no less seniority than he/she had when the leave began. The employee shall return to the same or a comparable position to that he/she worked in at the time the family care leave was granted.
- 13.13.5 Upon granting family care leave, the District agrees to provide a written description of the terms of the leave and the employee's guaranteed right to reinstatement in the same or a comparable position.

#### **13.14 Personal Business Leave**

Up to three (3) days of an employee's allocation of Personal Necessity Leave may be used as personal business days each year. In order to utilize personal business days, a unit member shall notify the unit member's Principal or Supervisor at least four (4) days in advance of taking such leave and shall be approved subject only to the availability of a substitute (if applicable). The unit member shall be notified of such availability within two (2) days of the original notification to the unit member's Principal or Supervisor. Such leave may not be taken during the first or last day of the school year or the day before or after a holiday or vacation period. In the event of a graduation or wedding, with one month's prior notice, personal leave may be used during the first or last day of the school year or the day before or after a holiday recess period.

### **ARTICLE 14: TRANSFER/PROMOTIONS/REASSIGNMENTS**

#### **14.1 Definitions**

##### **14.1.1 "Reassignment"**

A change in assignment but without a change in work hours, classification, schedule or job site.

##### **14.1.2 "Transfer"**

A change in job site but within the same classification.

##### **14.1.3 "Promotion"**

A change from one classification to another classification at the same or higher salary range.

##### **14.1.4 "Vacancy"**

A position not filled by reassignment, which may be filled by transfer, promotion, or employment/reemployment.

##### **14.1.5 "Day"**

Day is defined when the District Office is open.

#### **14.2 Reassignment**

The District may fill a position by reassignment at its discretion.

### **14.3 Notice of Vacancy/Application**

#### **14.3.1 Posting**

The District shall advertise bargaining unit vacancies by job hot line and posted notice for not less than five (5) working days. Employees who wish to receive copies of job notices may leave stamped, self-addressed envelopes with the Human Resources Office.

#### **14.3.2 Notice Contents**

The job vacancy notice shall include: the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

#### **14.3.3 First Consideration**

Employees in the bargaining unit shall be given priority consideration in filling any job vacancy.

#### **14.3.4 Application**

Any employee in the bargaining unit may apply for the vacancy by submitting a letter of intent to the Human Resources Office within the filing period. (Employees with a current Transfer File pursuant to Section 14.4.1 need not file a separate letter of intent to be considered.)

#### **14.3.5 Interview**

Any employee in the bargaining unit who applies for the vacancy during the posting period, or by virtue of the transfer file system provided for herein, and meets the minimum qualifications shall be interviewed for the position.

### **14.4 Transfer File**

#### **14.4.1 Establishing a Transfer File**

During the months of May and June, an employee may submit a written request indicating the vacancy for which he/she wishes to be considered, should such a vacancy occur during the following year.

#### **14.4.2 Effect of a Transfer File**

Should a vacancy pursuant to Section 14.1.4 occur, each employee having submitted the appropriate transfer request shall be considered for said vacancy without regard to application provisions set forth in Section 14.3.4 of this Article.

### **14.5 Transfers**

#### **14.5.1 Involuntary Transfers**

No employee shall be transferred arbitrarily or capriciously.

#### **14.5.2 Prior Notice**

Involuntary Transfers shall be discussed with the employee at least five (5) working days prior to the transfer taking place.

#### **14.5.3 Verification of Skills**

A transfer applicant shall not be required to pass a proficiency examination, but may be required to verify by other means his/her ability to perform the tasks of the posted position's classification.

**14.6 Promotion**

Any unit member accepting a promotional position shall serve a new probationary period. The provisions of Section 6.1.6 regarding probationary period of service, 9.5.1 regarding salary placement and 9.5.2 regarding step increases following a promotion shall apply.

**14.7 Medical Transfer**

The District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job classification duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related classification, but it shall be constituted only by mutual agreement with the District and the employee.

**ARTICLE 15 - DISCIPLINARY PROCEDURES**

**15.1 Unit Member Discipline**

15.1.1 Unit members attaining permanent status may only be disciplined for just cause, and subject to the procedures set forth herein.

15.1.2 The District may impose discipline up to and including dismissal when the work performance or behavior of the unit member is such that prior verbal and/or written warnings by the immediate supervisor have failed to result in a remediation of the unsatisfactory performance or behavior. The District may suspend with pay, suspend without pay, demote, terminate, or otherwise appropriately discipline unit members for just cause.

15.1.3 The District may dismiss permanent bargaining unit members when the District has attempted to remediate unsatisfactory performance or behavior. Notwithstanding the foregoing, the parties agree that the District need not attempt to remediate unit member behavior described in Section 15.4.3 below.

**15.2 Summary Discipline**

15.2.1 Summary discipline may be imposed for such cause as insubordination, absence without leave, excessive tardiness, or negligence.

15.2.2 Summary disciplinary shall be defined as a suspension with or without pay for not more than two (2) days. Such action shall be initiated by written notice from the Superintendent or the Superintendent's designee.

15.2.3 A summary discipline notice shall be signed by the Superintendent or designee, stating the cause for discipline, and the effective date(s) of the suspension.

15.2.4 Within five (5) working days of issuance of a summary discipline notice, the unit member shall have the right to appeal said action to the Superintendent or designee. Within five (5) working days after the appeal referenced above, the unit member shall have the right to appeal to the Board of Education. The Board may hear the appeal, designate one (1) of its members to hear the appeal, or

designate a hearing officer to hear the appeal on its behalf. The Board's determination shall be conclusive.

### **15.3 Other Than Summary Discipline**

- 15.3.1 Discipline more severe than summary discipline may be imposed for such cause as repeated insubordination, excessive absenteeism, a pattern of carelessness or negligence, or for other just cause.
- 15.3.2 A written notice of District's intent to impose discipline must be signed by the Superintendent or designee, state the charges against the unit member, the effective dates of the intended action, a written statement of the specific acts and/or omissions upon which the disciplinary action is based, the date by which the unit member may respond either orally or in writing, and copies of documents and other materials which support the proposed action. The notice shall advise the unit member of his/her right to a hearing with the Superintendent.
- 15.3.3 If the unit member requests a hearing before the Superintendent within ten (10) working days of the date of the intent to impose discipline, the proposed discipline shall not be imposed pending the hearing and the Superintendent has rendered a decision, except in circumstances listed in Section 15.4.3. The unit member and the Superintendent shall have the right to be represented at the hearing.
- 15.3.4 The Superintendent shall notify the unit member (and his/her representative, if any) of his/her decision within ten (10) working days following the hearing. Such notice shall be delivered by certified mail.
- 15.3.5 The unit member shall have five (5) workdays following the service of this notice to request a formal appeal hearing. If the unit member desires a formal appeal hearing, the unit member must submit a written request to CSEA and to the Superintendent within five (5) working days following the delivery or mailing of the Superintendent's decision pursuant to Section 15.3.4. CSEA may file a demand for a formal disciplinary appeal hearing by submitting such demand in writing to the Superintendent or designee within ten (10) working days of CSEA's receipt of the employee's request for a formal appeal hearing.
- 15.3.6 All formal disciplinary appeal hearings shall be held before a hearing officer mutually selected by the parties to this Agreement. If mutual selection attempts prove unsuccessful, the parties shall request that the California Conciliation and Mediation Service provide a list of seven (7) arbitrators from which the parties shall strike alternately until one (1) name remains. The first strike shall be determined by the flip of a coin. The remaining name shall be the hearing officer. The cost of the hearing officer shall be borne equally by the District and CSEA. Upon completion of the hearing, the hearing officer shall prepare the Findings of Fact and Conclusions of Law that constitute the results of the hearing, and form the basis of the decision of the Board of Education. The decision of the Board of Education shall be final.

### **15.4 Miscellaneous Provisions**

- 15.4.1 It is expressly understood that the application of summary discipline shall be exclusively for corrective or remedial purposes. Punitive, discriminatory or arbitrary application of summary discipline shall be subject to grievance

procedure review. Failure of a unit member to appeal summary discipline shall not prejudice the unit member's right to defend allegations in subsequent hearings.

- 15.4.2 Unit members charged solely with incompetence and/or inefficiency in the performance of their duties, and who timely request a hearing, will continue in paid status until the hearing officer renders a decision. Notwithstanding the foregoing, if such a unit member requests an extension beyond the hearing date set by the District, such unit member may be placed in unpaid status effective the day after the hearing date set by the Employer.
- 15.4.3 The District retains the right to suspend a permanent unit member, with or without pay, without warning when the health and/or welfare of students or other employees is endangered by the continued presence of the unit member, and/or in cases of aggravated insubordination.
- 15.4.4 No unit member can be disciplined for any incident after thirty (30) days following the occurrence or knowledge of said incidence by the District which has not been brought to the attention of the unit member, either verbally or in writing.
- 15.4.5 Abandonment of position, when cited as a charge means leaving the position without permission and without notification to the immediate supervisor for a period that exceeds five (5) working days.

## **ARTICLE 16 - SAFETY**

### **16.1 Rights and Duties of the Employee**

Upon initial employment, a written description of the rights and duties of all employees with respect to student discipline, including the use of corporal punishment and the rights of suspended students, shall be distributed to each employee in writing. Subsequent changes in said written description will be distributed to employees at the time of modification.

### **16.2 Safety of Classified Personnel**

- 16.2.1 Bargaining unit employees in the performance of District duties may use reasonable force to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil.
- 16.2.2 Any abuse of school personnel, assault or battery upon school personnel, or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor. Employees shall notify the District of any violations as described herein and shall complete required reports as soon as practical.
- 16.2.3 Employees and Supervisors shall make a good faith effort to keep each other appraised of unusual student learning and behavior problems with which they may come in contact.

### **16.3 Buildings and Grounds Safety**

16.3.1 An employee has the right and obligation to submit written recommendations to the immediate supervisor regarding unsafe or hazardous working conditions, facilities, and equipment, as well as such conditions that affect student safety and well-being.

16.3.2 The District shall place (post) at prominent entry locations, at each site, notices (signs) for regulating unauthorized persons and loitering on campus.

### **16.4 Liability Protection**

The Governing Board shall indemnify the classified employees of the District for personal civil liability arising from litigation caused by the negligible act or omission of the employee in the scope of employment.

### **16.5 Safety Committee**

The Association shall have the right to appoint two (2) members to the District Safety Committee. Unit members appointed to said Committee shall be given paid release time to attend meetings when such meetings are scheduled during a unit member's duty time.

## **ARTICLE 17 - ASSOCIATION RIGHTS**

### **17.1 Association Rights**

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

#### **17.1.1 Access**

The right of reasonable access to areas in which employees work, for the purpose of representing bargaining unit members or grievance hearings, provided such access does not interfere with an employee's assigned duties.

#### **17.1.2 Communications**

The right to use without charge, institutional bulletin boards, mailboxes and the use of the regular District mail system and other District means of communication for the posting or transmission of information or notices concerning CSEA matters, providing that a copy is given to management at the approximate time of posting or transmission. The parties further agree that the rights described herein are not used to defame or ridicule the District or its agents, or take a partisan point of view on an FUESD elective process.

#### **17.1.3 Facilities**

Under Civic Center Act usage, the right to use without charge facilities and buildings, at reasonable times and when not otherwise in use, for the purpose of Association business.

#### **17.1.4 Personnel Files**

The right to review employee's personnel files as provided for in law when accompanied by the unit member or on presentation of a written authorization signed by the unit member.

#### **17.1.5 Seniority Roster**

The right to be supplied with a complete seniority roster, including hire date and total hours in paid status by classification, that may be developed by the District.

**17.1.6 Assignments**

The right to be supplied annually with a roster of all unit members indicating the unit members' present classification and job site(s).

**17.1.7 Necessary Information**

The right to receive upon written request copies of public, non-confidential materials related to wages, which are necessary to CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement. Notwithstanding the provisions of this Section, the Association shall be provided with a copy of the District's annually adopted budget, and a copy of each Board agenda public information packet.

**17.1.8 Release Time**

The Association shall be granted one hundred twenty (120) hours of release time per year, without loss of compensation for purposes of lawful Association business other than meeting and negotiating and processing grievances, or other Association activities not prohibited or restricted by this Agreement.

**17.2 Distribution of Contract**

The collective bargaining agreement shall be posted online on the District's website. A printed copy shall be provided to CSEA Officers or individual unit member upon request. CSEA Officers shall encourage unit members to review collective bargaining agreement online, but could request a copy for every unit member if requested.

**ARTICLE 18 – DISTRICT RIGHTS**

- 18.1** It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its operation; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.
- 18.2** The exercise of the foregoing powers, rights authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 18.3** The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. The District shall make a good faith effort to consult with the Association prior to any emergency declaration that affects the terms and conditions of this Agreement.



- 18.4** The exercise of any right reserved to the District therein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- 18.5** Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above-described rights of the District is not subject to the Grievance Procedure set forth in Article 5, unless the dispute is otherwise grievable under another Article of the Agreement.

## **ARTICLE 19 - CONCERTED ACTIVITIES**

### **19.1 No Strike Clause**

19.1.1 It is agreed and understood that there will be no strike, work stoppage, slowdown of the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement. It is further agreed that there will be no lock-out by action of the District.

19.1.2 In addition, the organizations represented by the Association, together with their officers, agents and members, agree that there will be no strikes, slowdowns or stoppages of work.

### **19.2 Compliance Clause**

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down of the operations of the District by employees who are represented by the Association, the Association and the District agree to advise and direct those employees to cease such action. It is agreed and understood that any employee violating this Article may be subject to discipline or discharge by the District in accordance with the provisions of the California Education Code.

### **19.3 Withdrawal of Privileges**

It is understood that the District shall be entitled to withdraw any privileges or services provided for in this contract of any employee or employee organization that violates this Article by engaging in concerted activities as defined in Section 19.1 of this Article.

## **ARTICLE 20 - SUPPORT OF AGREEMENT**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process for the duration of this Contract.

## ARTICLE 21 - COMPLETION OF MEET AND NEGOTIATION

### 21.1 Closure Clause

The parties agree that (a) except for the exercise of reopening rights and/or (b) legislative enactments requiring negotiations during the term of this agreement, neither party shall be required to negotiate with respect to any terms contained within this agreement.

### 21.2 Reopener negotiations

There shall be no reopener negotiations during the 2021-2022 school year, except by mutual written agreement. Reopener negotiations for the 2022-2023 and 2023-2024 school years shall be limited to Article 9 and two additional articles per side, unless otherwise agreed by and between the parties in writing.

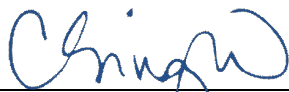
### 21.3 Term of Agreement

This agreement shall remain in full force and effect up to and including June 30, 2024. Negotiations for a successor agreement shall commence on a mutually agreed date prior to the expiration of this agreement. The parties agree to comply with all applicable sunshine requirements as required by law prior to the commencement of successor negotiations.

### 21.4 Successor Agreement

The parties shall meet and negotiate a new successor agreement for July 1, 2024-June 30, 2026 or 2027.

Signed and entered into this 14<sup>th</sup> day of December 2021.



Candace Singh Ed.D., Superintendent  
Fallbrook Union Elementary School District



Labor Relations Representative  
California School Employees Association



Brian Morris, Assistant Superintendent  
Fallbrook Union Elementary School District



Nydia Perez, President Chapter 307  
California School Employees Association

Approved by formal action of members of the bargaining unit described herein and represented by the California School Employees Association, Chapter #307 on December 14, 2021.

Fallbrook Union Elementary School District  
Classified 2021-2022 Salary Schedule

Effective July 1, 2021 All Employees

Appendix A

Classification Title	Range
Account Clerk III	23
Accounting Specialist	33
Administrative Assistant	36
Administrative School Secretary	24
AVID Tutor	10
Behavior Technician	16
Behavior Technician - Bilingual	17
Bilingual Counseling Assistant/Custodian	19
Bilingual School/Community Support Services Assistant	16
Bilingual Speech - Language Technician	13
Bus Driver	22
Bus Driver/Custodian	22
Bus Driver/Groundskeeper I	22
Cafeteria Assistant	15
Campus Supervisor	18
Certified Speech Language Pathologist Assistant	26
Classroom Assistant	10
Classroom Assistant - Bilingual	11
Computer Lab Assistant	15
CNS Central Kitchen Production Lead	25
CNS Satellite Production Coordinator	19
Custodian	19
Custodian/Delivery Person	20
Database Specialist	36
Driver Trainer	26
Early Childhood Education Clerk/Healthcare Technician	16
Groundskeeper I	20
Guidance Clerk - Bilingual	17
Health Care Specialist	24
Health Care Technician	16
Intervention Program Technician	15
Inventory Keeper/Delivery Person	20
Lead Cafeteria Assistant	22
Lead Groundskeeper	25
Lead Maintenance Services Technician	32
Lead Mechanic	32
Lead Parent Educator	21
Maintenance Services Technician	28
Mechanic III	28

Classification Title	Range
Media Services Technician	20
Mentoring Assistant	15
Migrant Community Support Services Assistant	17
Network Support Specialist	36
Night Custodian (Includes 2nd Shift Differential)	20
Parent Educator	11
Parent Educator - Bilingual	12
Payroll Technician	36
Permit Preschool Teacher I	25
Permit Preschool Teacher II	28
Personnel Services Technician	22
Physical Education Assistant	11
Playground Supervisor	9
Pre-School Classroom Assistant	12
Purchasing Agent	32
Receptionist	13
Receptionist - Bilingual	14
Safety Monitor	10
School Clerk	21
School Clerk - Bilingual	22
School Library Technician	20
Secretary II	22
Secretary II - Bilingual	23
Secretary III	25
Secretary III - Bilingual	26
Security Guard	14
Special Education Data Technician	36
Special Education Program Assistant	12
Special Education Program Assistant - Bilingual	13
Special Education Transportation Assistant	12
Student Assessment Data Clerk	24
Summer School Secretary	17, Step 5
Systems Support Technician	36
Transportation Technician	32
Typist Clerk I	10
Typist Clerk II	18
Typist Clerk II - Bilingual	19
Typist Clerk III	21
Typist Clerk III - Bilingual	22

**FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT**  
**CLASSIFIED SALARY SCHEDULE**  
**2021-22**

Minimum Wage Update Effective January 1, 2022

1	2	3	4	5	6	7	RANGE	1	2	3	4	5	6	7
\$2,600.00	\$2,600.00	\$2,600.00	\$2,629.75	\$2,761.50	\$2,900.00	\$3,045.33	9	\$15.00	\$15.00	\$15.00	\$15.17	\$15.93	\$16.73	\$17.57
\$2,606.42	\$2,742.75	\$2,878.75	\$3,030.25	\$3,181.33	\$3,336.58	\$3,499.25	10	\$15.04	\$15.82	\$16.61	\$17.48	\$18.35	\$19.25	\$20.19
\$2,682.17	\$2,814.58	\$2,946.75	\$3,090.67	\$3,245.92	\$3,416.08	\$3,593.83	11	\$15.47	\$16.24	\$17.00	\$17.83	\$18.73	\$19.71	\$20.73
\$2,742.75	\$2,878.75	\$3,030.25	\$3,181.33	\$3,336.58	\$3,499.25	\$3,680.75	12	\$15.82	\$16.61	\$17.48	\$18.35	\$19.25	\$20.19	\$21.24
\$2,814.58	\$2,946.75	\$3,090.67	\$3,245.92	\$3,416.08	\$3,593.83	\$3,767.67	13	\$16.24	\$17.00	\$17.83	\$18.73	\$19.71	\$20.73	\$21.74
\$2,878.75	\$3,030.25	\$3,181.33	\$3,336.58	\$3,499.25	\$3,680.75	\$3,869.92	14	\$16.61	\$17.48	\$18.35	\$19.25	\$20.19	\$21.24	\$22.33
\$2,946.75	\$3,090.67	\$3,245.92	\$3,416.08	\$3,593.83	\$3,767.67	\$3,968.17	15	\$17.00	\$17.83	\$18.73	\$19.71	\$20.73	\$21.74	\$22.89
\$3,030.25	\$3,181.33	\$3,336.58	\$3,499.25	\$3,680.75	\$3,869.92	\$4,059.17	16	\$17.48	\$18.35	\$19.25	\$20.19	\$21.24	\$22.33	\$23.42
\$3,090.67	\$3,245.92	\$3,416.08	\$3,593.83	\$3,767.67	\$3,968.17	\$4,153.75	17	\$17.83	\$18.73	\$19.71	\$20.73	\$21.74	\$22.89	\$23.96
\$3,181.33	\$3,336.58	\$3,499.25	\$3,786.67	\$3,869.92	\$4,059.17	\$4,259.58	18	\$18.35	\$19.25	\$20.19	\$21.85	\$22.33	\$23.42	\$24.57
\$3,245.92	\$3,416.08	\$3,593.83	\$3,767.67	\$3,968.17	\$4,153.75	\$4,357.83	19	\$18.73	\$19.71	\$20.73	\$21.74	\$22.89	\$23.96	\$25.14
\$3,336.58	\$3,499.25	\$3,680.75	\$3,869.92	\$4,059.17	\$4,259.58	\$4,463.83	20	\$19.25	\$20.19	\$21.24	\$22.33	\$23.42	\$24.57	\$25.75
\$3,416.08	\$3,593.83	\$3,767.67	\$3,968.17	\$4,153.75	\$4,357.83	\$4,573.67	21	\$19.71	\$20.73	\$21.74	\$22.89	\$23.96	\$25.14	\$26.39
\$3,499.25	\$3,680.75	\$3,869.92	\$4,059.17	\$4,259.58	\$4,463.83	\$4,683.42	22	\$20.19	\$21.24	\$22.33	\$23.42	\$24.57	\$25.75	\$27.02
\$3,593.83	\$3,767.67	\$3,968.17	\$4,153.75	\$4,357.83	\$4,573.67	\$4,800.58	23	\$20.73	\$21.74	\$22.89	\$23.96	\$25.14	\$26.39	\$27.70
\$3,680.75	\$3,869.92	\$4,059.17	\$4,259.58	\$4,463.83	\$4,683.42	\$4,917.92	24	\$21.24	\$22.33	\$23.42	\$24.57	\$25.75	\$27.02	\$28.37
\$3,767.67	\$3,968.17	\$4,153.75	\$4,357.83	\$4,573.67	\$4,800.58	\$5,035.17	25	\$21.74	\$22.89	\$23.96	\$25.14	\$26.39	\$27.70	\$29.05
\$3,869.92	\$4,059.17	\$4,259.58	\$4,463.83	\$4,683.42	\$4,917.92	\$5,156.08	26	\$22.33	\$23.42	\$24.57	\$25.75	\$27.02	\$28.37	\$29.75
\$3,968.17	\$4,153.75	\$4,357.83	\$4,573.67	\$4,800.58	\$5,035.17	\$5,292.33	27	\$22.89	\$23.96	\$25.14	\$26.39	\$27.70	\$29.05	\$30.53
\$4,059.17	\$4,259.58	\$4,463.83	\$4,683.42	\$4,917.92	\$5,156.08	\$5,417.33	28	\$23.42	\$24.57	\$25.75	\$27.02	\$28.37	\$29.75	\$31.25
\$4,153.75	\$4,357.83	\$4,573.67	\$4,800.58	\$5,035.17	\$5,292.33	\$5,549.50	29	\$23.96	\$25.14	\$26.39	\$27.70	\$29.05	\$30.53	\$32.02
\$4,259.58	\$4,463.83	\$4,683.42	\$4,917.92	\$5,156.08	\$5,417.33	\$5,685.25	30	\$24.57	\$25.75	\$27.02	\$28.37	\$29.75	\$31.25	\$32.80
\$4,357.83	\$4,573.67	\$4,800.58	\$5,035.17	\$5,292.33	\$5,549.50	\$5,824.17	31	\$25.14	\$26.39	\$27.70	\$29.05	\$30.53	\$32.02	\$33.60
\$4,463.83	\$4,683.42	\$4,917.92	\$5,156.08	\$5,417.33	\$5,685.25	\$5,966.50	32	\$25.75	\$27.02	\$28.37	\$29.75	\$31.25	\$32.80	\$34.42
\$4,575.25	\$4,800.33	\$5,040.75	\$5,285.00	\$5,552.75	\$5,827.17	\$6,115.67	33	\$26.40	\$27.69	\$29.08	\$30.49	\$32.04	\$33.62	\$35.28
\$4,690.00	\$4,920.50	\$5,166.75	\$5,417.25	\$5,691.50	\$5,973.25	\$6,268.50	34	\$27.06	\$28.39	\$29.81	\$31.25	\$32.84	\$34.46	\$36.16
\$4,807.08	\$5,043.42	\$5,296.00	\$5,552.75	\$5,833.67	\$6,122.50	\$6,425.50	35	\$27.73	\$29.10	\$30.55	\$32.04	\$33.66	\$35.32	\$37.07
\$4,927.42	\$5,169.50	\$5,428.33	\$5,691.50	\$5,979.50	\$6,275.42	\$6,586.17	36	\$28.43	\$29.82	\$31.32	\$32.84	\$34.50	\$36.20	\$38.00

**LONGEVITY PAY**

After 9 years** in the District:	\$1,217.00
After 12 years** in the District:	\$1,217.00
After 15 years** in the District:	\$1,217.00
After 18 years** in the District:	\$1,217.00
After 21 years** in the District:	\$1,217.00
After 24 years** in the District:	\$1,217.00
After 27 years** in the District:	\$1,217.00
After 30 years** in the District:	\$1,217.00

\*\*Year shall mean one year following the date  
of District employment in a permanent position

**DEGREE STIPENDS (Effective 07/01/2022)**

Bachelor's Degree	\$1,000	
Master's Degree *	\$1,987	*(Up to one Master's per unit member)

NOTE: Longevity benefits are based upon full-time employment (8 hours/day, 40 hours/week). Regular classified employees working less than full-time shall have the benefit prorated in the direct ratio that their employment bears to full-time employment.  
Full longevity payments will be made to all full-time employees regardless of the length of the working year

Board Approved  
02/07/22  
Revised  
06/08/22



## Appendix B

# Fallbrook Union Elementary School District

Effective Period: January 1, 2022 - December 31, 2022

No plan design changes for 2022

### NEW Network 3

Benefit Summary	NEW! UHC Performance HMO \$10, Network 3 What You Pay	UHC Performance HMO Plan A, Network 1 What You Pay	UHC Performance HMO Plan A, Network 2 What You Pay
<b>Medical Deductible</b> (individual/family)	None	None	None
<b>Medical Out-of-Pocket Maximum</b> (individual/family)	\$1,500 / \$3,000	\$1,500 / \$3,000	\$3,000 / \$6,000
<b>Health Account</b>	None	None	None
<b>PCP Office Visit</b>	\$10 copay	\$10 copay	\$20 copay
<b>Specialist Office Visit</b>	\$10 copay	\$10 copay	\$20 copay
<b>Preventive Care</b>	No charge	No charge	No charge
<b>Inpatient Hospital Care</b>	No charge	No charge	No charge
<b>Mental Health Services</b> (outpatient/inpatient)	\$10 copay / No charge	\$10 copay / No charge	\$20 copay / No charge
<b>Substance Abuse Services</b> (outpatient/inpatient)	No charge	No charge	No charge
<b>Outpatient Diagnostic Laboratory and Radiology</b> (standard procedures)	No charge	No charge	No charge
<b>Complex Radiology</b> (PET & MRI)	No charge	No charge	No charge
<b>Outpatient Surgery</b>	No charge	No charge	No charge
<b>Outpatient Physical/Rehabilitation Therapy</b> (Office Visit)	\$10 copay	\$10 copay	\$20 copay
<b>Chiropractic and Acupuncture Services*</b>	\$10 copay	\$10 copay	\$20 copay
<b>Urgent Care</b> (your medical group/other medical group)	\$10 copay / \$50 copay	\$10 copay / \$50 copay	\$20 copay / \$50 copay
<b>Emergency Room</b> (Copay waived if admitted)	\$100 copay	\$100 copay	\$100 copay
<b>Rx Deductible</b> (individual/family)	None	None	None
<b>Rx Out-of-Pocket Maximum</b> (individual/family)	\$1,600 / \$3,200	\$3,000 / \$6,000	\$3,000 / \$6,000
<b>Rx Formulary List</b>	Performance	Performance	Performance
<b>Rx Pharmacy Network</b>	Express Advantage Network**	Express Advantage Network**	Express Advantage Network**
<b>Short-Term Prescription Drugs***</b> (up to 30-day supply)	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	\$5 Generic \$25 PB 50% \$40 min \$175 max NPB	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB
<b>Long-Term Prescription Drugs***</b> (up to 90-day supply)	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	\$10 Generic \$50 PB 50% \$80 min \$350 max NPB	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB
<b>Available Medical Groups</b>	Scripps Clinic, Scripps Coastal Medical Center, Rady Children's	Sharp Rees-Stealy, Sharp Community, Primary Care Associates, Arch Health Partners, Rady Children's	Mercy Physicians, Greater Tri-Cities, Mid-County Physicians, Arch Health Partners, Scripps Physicians Medical, Rady Children's

Infertility services are excluded/not covered under non-Kaiser HMO plans and are included/covered under Kaiser HMO (excluding Kaiser Bronze) plans, please see your policies for details.

\*Chiropractic services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from OptumHealth. This also applies to Acupuncture services if elected by your employer, as it is optional.

\*\*Pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Ralphs, Kmart, Vons, Haggen, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit [www.Express-scripts.com](http://www.Express-scripts.com) for a complete list of EAN pharmacies.

\*\*\*Pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

\*\*\*You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill long-term prescriptions at a network pharmacy other than Smart90.

\*\*Copays waived for preferred generic hypertension and hypoglycemic purchased at mail or Smart 90. This does not include normal retail use or brand drugs.

\*\*\*G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

Disclaimer: Prepared by Gallagher Benefit Services, Inc. on behalf of VEBA.

This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be directed to your Human Resources/Benefits Department.



## Appendix B Fallbrook Union Elementary School District

Effective Period: January 1, 2022 - December 31, 2022

No plan design changes for 2022

Benefit Summary	UHC Journey Harmony HMO What You Pay	UHC SignatureValue Harmony HMO \$20 What You Pay	UHC SignatureValue Alliance HMO \$1,200 HRA What You Pay	UHC SignatureValue Alliance HMO \$20/\$30 What You Pay
<b>Medical Deductible</b> (individual/family)	\$2,000 / \$4,000	None	\$2,000 / \$2,000	None
<b>Medical Out-of-Pocket Maximum</b> (individual/family)	\$3,500 / \$7,000	\$1,500 / \$3,000	\$3,000 / \$6,000	\$3,000 / \$6,000
<b>Health Account</b>	HealthInvest HRA \$1,000 / \$1,600 / \$2,200	None	OptumBank HRA \$1,200	None
<b>PCP Office Visit</b>	\$25 copay	\$20 copay	\$35 copay	\$20 copay
<b>Specialist Office Visit</b>	\$40 copay	\$20 copay	\$50 copay	\$30 copay
<b>Preventive Care</b>	No charge	No charge	No charge	No charge
<b>Inpatient Hospital Care</b>	20% coinsurance (after deductible)	\$250 admit copay	20% coinsurance (after deductible)	\$500 admit copay
<b>Mental Health Services</b> (outpatient/inpatient)	\$25 copay / 20% coinsurance (after deductible)	\$20 copay / \$250 admit copay	\$40 copay / 20% coinsurance (after deductible)	\$20 copay / \$500 admit copay
<b>Substance Abuse Services</b> (outpatient/inpatient)	No charge	No charge	No charge	No charge
<b>Outpatient Diagnostic Laboratory and Radiology</b> (standard procedures)	No charge	No charge	No charge	No charge
<b>Complex Radiology</b> (PET & MRI)	\$100 copay	\$100 copay	20% coinsurance (after deductible)	\$200 copay
<b>Outpatient Surgery</b>	20% coinsurance (after deductible)	No charge	20% coinsurance (after deductible)	\$250 copay
<b>Outpatient Physical/Rehabilitation Therapy</b> (Office Visit)	\$25 copay	\$20 copay	\$35 copay	\$20 copay
<b>Chiropractic and Acupuncture Services*</b>	\$30 copay	\$20 copay	\$30 copay	\$20 copay
<b>Urgent Care</b> (your medical group/other medical group)	\$25 copay / \$50 copay	\$20 copay / \$75 copay	\$35 copay / 20% coinsurance (after deductible)	\$20 copay / \$75 copay
<b>Emergency Room</b> (Copay waived if admitted)	20% coinsurance (after deductible)	\$150 copay	\$300 copay (after deductible)	\$150 copay
<b>Rx Deductible</b> (individual/family)	None	None	None	None
<b>Rx Out-of-Pocket Maximum</b> (individual/family)	\$3,000 / \$6,000	\$3,000 / \$6,000	\$1,600 / \$3,200	\$1,600 / \$3,200
<b>Rx Formulary List</b>	Performance	Performance	Performance	Performance
<b>Rx Pharmacy Network</b>	Express Advantage Network**	Express Advantage Network**	Express Advantage Network**	Express Advantage Network**
<b>Short-Term Prescription Drugs***</b> (up to 30-day supply)	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	\$10 Generic \$25 PB 50% \$40 min \$175 max NPB	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB
<b>Long-Term Prescription Drugs***</b> (up to 90-day supply)	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	\$20 Generic \$50 PB 50% \$80 min \$350 max NPB	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB
<b>Available Medical Groups</b>	Sharp Rees-Stealy, Sharp Community, UCSD	Sharp Rees-Stealy, Sharp Community, UCSD	Mercy Physicians, Primary Care Associates, Rady Children's Health Network, Scripps Clinic, Scripps Coastal Medical Center, Scripps Physicians Medical, UCSD Medical	Mercy Physicians, Primary Care Associates, Rady Children's Health Network, Scripps Clinic, Scripps Coastal Medical Center, Scripps Physicians Medical, UCSD Medical

Infertility services are excluded/not covered under non-Kaiser HMO plans and are included/covered under Kaiser HMO (excluding Kaiser Bronze) plans, please see your policies for details.

\*Chiropractic services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from OptumHealth. This also applies to Acupuncture services if elected by your employer, as it is optional.

\*\*Pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Ralphs, Kmart, Vons, Haggen, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit [www.Express-scripts.com](http://www.Express-scripts.com) for a complete list of EAN pharmacies.

\*\*Pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

\*\*You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill long-term prescriptions at a network pharmacy other than Smart90.

\*\*Copays waived for preferred generic hypertension and hypoglycemic purchased at mail or Smart 90. This does not include normal retail use or brand drugs.

\*\*\*G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

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This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be directed to your Human Resources/Benefits Department.

# Appendix B

## Fallbrook Union Elementary School District

Effective Period: January 1, 2022 - December 31, 2022  
No plan design changes for 2022

Benefit Summary	UMR NexusACO PPO - No HRA		Kaiser HMO \$10, Rx: \$10 / \$10 100-day	SIMNSA HMO \$5; Rx: \$5 30-day
	In Network What You Pay	Out of Network What You Pay	What You Pay	What You Pay
<b>Medical Deductible</b> (individual/family)	\$2,000 / \$4,000	\$2,000 / \$4,000	None	None
<b>Medical Out-of-Pocket Maximum</b> (individual/family)	\$5,000 / \$10,000	\$5,000 / \$10,000	\$1,500 / \$3,000	\$6,350 / \$12,700
<b>Health Account</b>	None		None	None
<b>PCP Office Visit</b>	Tier 1 Physician: \$30 copay Tier 2 Physician: 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$10 copay	\$5 copay
<b>Specialist Office Visit</b>	Tier 1 Physician: \$50 copay Tier 2 Physician: 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$10 copay	\$5 copay
<b>Preventive Care</b>	No charge	No coverage for non-network services	No charge	No charge
<b>Inpatient Hospital Care</b>	20% coinsurance (after deductible)	50% coinsurance with Prior Authorization (after deductible)	No charge	No charge
<b>Mental Health Services</b> (outpatient/inpatient)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$10 copay / No charge	\$5 copay / No charge
<b>Substance Abuse Services</b> (outpatient/inpatient)	\$30 copay / 20% coinsurance (after deductible)	50% coinsurance (after deductible)	\$10 copay / No charge	\$5 copay / No charge
<b>Outpatient Diagnostic Laboratory and Radiology</b> (standard procedures) <i>Freestanding Facility or Physician Office OR</i> <i>Hospital-based Lab or Radiology</i>	No charge	50% coinsurance (after deductible)	No charge	No charge
	20% coinsurance (deductible does not apply)		No charge	No charge
<b>Complex Radiology</b> (PET & MRI) <i>Freestanding Facility or Physician Office OR</i> <i>Hospital-based Complex Radiology</i>	20% coinsurance (after deductible)	50% coinsurance (after deductible)	No charge	No charge
	20% coinsurance (after deductible)		No charge	No charge
<b>Outpatient Surgery</b> <i>Ambulatory Surgery Center or Physician's Office</i> <i>Outpatient Hospital-based Surgical Center</i>	20% coinsurance (after deductible)	50% coinsurance with Prior Authorization (after deductible)	\$10 copay	No charge
	20% coinsurance (after deductible) and \$100 copayment		\$10 copay	No charge
<b>Outpatient Physical/Rehabilitation Therapy</b> (Office Visit)	\$30 copay	50% coinsurance (after deductible)	\$10 copay	\$10 copay
<b>Chiropractic and Acupuncture Services*</b>	\$30 copay	50% coinsurance (after deductible)	\$10 copay	Not covered
<b>Urgent Care</b> (office visit only)	\$50 copay	50% coinsurance (after deductible)	\$10 copay	\$25 copay / \$50 copay
<b>Emergency Room</b> (Copay waived if admitted)	\$100 copay	\$100 copay	\$50 copay	\$250 copay (U.S. or out of plan area)
<b>Rx Deductible</b> (individual/family)	None		None	None
<b>Rx Out-of-Pocket Maximum</b> (individual/family)	\$1,600 / \$3,200		N/A	N/A
<b>Rx Formulary List</b>	Performance		Kaiser	SIMNSA
<b>Rx Pharmacy Network</b>	Express Advantage Network**		Kaiser	SIMNSA
<b>Short-Term Prescription Drugs***</b> (up to 30-day supply)	\$10 Generic \$30 PB 50% \$40 min \$175 max NPB	Retail: with submission of a paper claim, member will be reimbursed at the rate the Plan would have paid had the member used an in-network pharmacy less the member's copay.	G / B: \$10 copay (up to a 30-day supply)	\$5 copay
<b>Long-Term Prescription Drugs***</b> (up to 90-day supply)	\$20 Generic \$60 PB 50% \$80 min \$350 max NPB	No coverage for non-network pharmacy	G / B: \$10 copay (up to a 100-day supply)	Not available
<b>Available Medical Groups</b>	Check <a href="http://umr.com">umr.com</a> to locate a Tier 1 physician near you	All others	Kaiser	SIMNSA

Infertility services are excluded/not covered under PPO and non-Kaiser HMO plans and are included/covered under Kaiser HMO (excluding Kaiser Bronze) plans, please see your policy for details.

\*Chiropractic and Acupuncture services have no annual visit maximums, must be medically necessary and may be subject to prior authorization from OptumHealth for HMO, UMR for PPO, and Kaiser.

\*\*Pay standard copays if you fill your prescription at an EAN Pharmacy (EAN Pharmacies include Rite Aid, Costco, Ralphs, Kmart, Vons, Haggen, Safeway, SuperValue, WinnDixie, Walmart, and many independent pharmacies) visit [www.Express-scripts.com](http://www.Express-scripts.com) for a complete list of EAN pharmacies.

\*\*Pay standard copays plus \$5/prescription if you fill your prescription at a non-EAN Pharmacy (Non-EAN Pharmacies include CVS, Walgreens, and certain independent pharmacies).

\*\*You will pay the Retail Refill Allowance (RRA) penalty (equal to 2 times short-term medication copay for 30-day supply) if you fill long-term prescriptions at a network pharmacy other than Smart90.

\*\*Copays waived for preferred generic hypertension and hypoglycemic purchased at mail or Smart 90. This does not include normal retail use or brand drugs.

\*\*\*G = Generic, P = Preferred, B = Brand, PB = Preferred Brand, NPB = Non-preferred Brand, S = Specialty

**Disclaimer: Prepared by Gallagher Benefit Services, Inc. on behalf of VEEBA.**

This document is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. The intent of this document is to provide you with general information about your employee benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be directed to your Human Resources/Benefits Department.

## YOUR VSP VISION BENEFITS SUMMARY

FALLBROOK ESD and VSP provide you with an affordable vision plan.

## Appendix C

### PROVIDER NETWORK:

VSP Signature

### EFFECTIVE DATE:

10/01/2020



BENEFIT	DESCRIPTION	COPAY	FREQUENCY
YOUR COVERAGE WITH A VSP PROVIDER			
WELLVISION EXAM	<ul style="list-style-type: none"><li>Focuses on your eyes and overall wellness</li></ul>	\$10	Every 12 months
PRESCRIPTION GLASSES			
FRAME	<ul style="list-style-type: none"><li>\$130 allowance for a wide selection of frames</li><li>\$150 allowance for featured frame brands</li><li>20% savings on the amount over your allowance</li><li>\$70 Costco® frame allowance</li></ul>	\$0	Every 12 months
LENSES	<ul style="list-style-type: none"><li>Single vision, lined bifocal, and lined trifocal lenses</li><li>Impact-resistant lenses for dependent children</li></ul>	\$0	Every 12 months
LENS ENHANCEMENTS	<ul style="list-style-type: none"><li>Standard progressive lenses</li><li>Premium progressive lenses</li><li>Custom progressive lenses</li><li>Average savings of 35-40% on other lens enhancements</li></ul>	\$0 \$80 - \$90 \$120 - \$160	Every 12 months
CONTACTS (INSTEAD OF GLASSES)	<ul style="list-style-type: none"><li>\$130 allowance for contacts and contact lens exam (fitting and evaluation)</li><li>15% savings on a contact lens exam (fitting and evaluation)</li></ul>	\$0	Every 12 months
EXTRA SAVINGS	<p><b>Glasses and Sunglasses</b></p> <ul style="list-style-type: none"><li>Extra \$20 to spend on featured frame brands. Go to <a href="http://vsp.com/offers">vsp.com/offers</a> for details.</li><li>30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam.</li></ul> <p><b>Routine Retinal Screening</b></p> <ul style="list-style-type: none"><li>No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam</li></ul> <p><b>Laser Vision Correction</b></p> <ul style="list-style-type: none"><li>Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities</li><li>After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor</li></ul>		

### YOUR COVERAGE WITH OUT-OF-NETWORK PROVIDERS

Get the most out of your benefits and greater savings with a VSP network doctor. Call Member Services for out-of-network plan details.

Coverage with a retail chain may be different or not apply. Log in to [vsp.com](http://vsp.com) to check your benefits for eligibility and to confirm in-network locations based on your plan type. VSP guarantees coverage from VSP network providers only. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable laws, benefits may vary by location. In the state of Washington, VSP Vision Care, Inc., is the legal name of the corporation through which VSP does business.

\*Only available to VSP members with applicable plan benefits. Frame brands and promotions are subject to change. Savings based on doctor's retail price and vary by plan and purchase selection; average savings determined after benefits are applied. Ask your VSP network doctor for more details.

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VSP, VSP Vision Care for life, Eyeconic, and WellVision Exam are registered trademarks, VSP Diabetic Eyecare Plus Program is servicemark of Vision Service Plan. Flexon is a registered trademark of Marchon Eyewear, Inc. All other brands or marks are the property of their respective owners.



## Appendix D

### Plan Benefit Highlights for: Fallbrook Union Elementary School District (Active, Retiree & COBRA)

**Group No:** 07128 – 08018, 08020 & 08021

In this incentive plan, Delta Dental pays 70% of the PPO contract allowance for covered diagnostic, preventive and basic services and 70% of the PPO contract allowance for major services during the first year of eligibility. The coinsurance percentage will increase by 10% each year (to a maximum of 100%) for each enrollee if that person visits the dentist at least once during the year. If an enrollee does not use the plan during the calendar year, the percentage remains at the level attained the previous year. If an enrollee becomes ineligible for benefits and later regains eligibility, the percentage will drop back to 70%.

<b>Eligibility</b>	Primary enrollee, spouse (includes domestic partner) and eligible dependent children to the end of the month dependent turns age 26			
<b>Deductibles</b>	None			
<b>Maximums</b>	\$2,000 per person each calendar year			
D & P counts toward maximum?	Yes			
<b>Waiting Period(s)</b>	Basic Services None	Major Services None	Prosthodontics None	Orthodontics None

<b>Benefits and Covered Services*</b>	<b>Delta Dental PPO dentists**</b>	<b>Non-Delta Dental PPO dentists**</b>
<b>Diagnostic &amp; Preventive Services (D &amp; P)</b> Exams, (4) cleanings and x-rays	70 - 100 %	70 - 100 %
<b>Basic Services</b> Fillings, posterior composites and sealants	70 - 100 %	70 - 100 %
<b>Endodontics</b> (root canals) Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Periodontics</b> (gum treatment) Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Oral Surgery</b> Covered Under Basic Services	70 - 100 %	70 - 100 %
<b>Major Services</b> Crowns, inlays, onlays and cast restorations	70 - 100 %	70 - 100 %
<b>Prosthodontics</b> Bridges, dentures and implants	60 %	50 %
<b>Orthodontic Benefits</b> Adults and dependent children	50 %	50 %
<b>Orthodontic Maximums</b>	\$2,000 Lifetime	\$2,000 Lifetime
<b>Night Guard Benefits</b>	100 %	100 %
<b>Night Guard Maximums</b>	\$500 Lifetime	\$500 Lifetime

\* Limitations or waiting periods may apply for some benefits; some services may be excluded from your plan.

Reimbursement is based on Delta Dental maximum contract allowances and not necessarily each dentist's submitted fees.

\*\* Reimbursement is based on PPO contracted fees for PPO dentists, Premier contracted fees for Premier dentists and the program allowance for non-Delta Dental dentists.

**Delta Dental of California**  
560 Mission St., Suite 1300  
San Francisco, CA 94105

**Customer Service**  
866-499-3001

**Claims Address**  
P.O. Box 997330  
Sacramento, CA 95899-7330

**deltadentalins.com**

This benefit information is not intended or designed to replace or serve as the plan's Evidence of Coverage or Summary Plan Description. If you have specific questions regarding the benefits, limitations or exclusions for your plan, please consult your company's benefits representative.

HLT\_PPO\_2COL\_DDC (Rev. 9/1/2020)

DELTA DENTAL PPO<sup>SM</sup>

BENEFIT HIGHLIGHTS

## VEBA Chiropractic/Acupuncture California Member Benefits



As part of VEBA, you receive chiropractic and/or acupuncture benefits as long as you receive care from participating OptumHealth Physical Health of California (Optum) providers. Your benefits include:

- Unlimited visits (subject to medical necessity)
- Copays that align with your PCP office visit copay
- X-rays as authorized
- 100% coverage for durable medical equipment up to \$50

If your PCP copay is:	Your Chiropractic/Acupuncture copay is:
\$0, \$5, or \$10	\$10
\$15, \$20, or \$25	\$20
\$30, \$35, or \$40	\$30

Only Optum chiropractors and acupuncturists are eligible for reimbursement under the plan. So, before you receive services, please verify that your chiropractor or acupuncturist still participates with Optum.

### Three ways to find a provider.

Your health plan coverage gives you access to more than 3,000 network providers in California. Here are three easy ways to find a contracted provider near you:

1. Go to the Provider Locator search at [www.myoptumhealthphysicalhealthofca.com](http://www.myoptumhealthphysicalhealthofca.com)
  - a. To identify a participating provider, look for "VEBA" in the list in the column headed "Participating Provider for:"
2. **Call Optum Member Services at 1.800.428.6337** (5 a.m. to 5 p.m., Pacific Time, Monday – Friday) for the most current and up to date information.
3. **Call the provider directly** to schedule an appointment, and verify they are part of the Optum network for VEBA.



## Appendix E

### How do my benefits work?

At the time of your appointment:

- Your provider will verify your eligibility using your Optum ID Card. Then, simply pay your designated co-pay. If you have misplaced your ID card or don't have an ID card, you can still access services. Just tell your provider you are covered under VEBA, and they can verify your benefits with Optum.

- Your provider may also ask you to complete a Patient Summary Form\*. This form makes it easy for you to share important information about your condition with your provider. It also helps them determine what type of treatment to provide so you can improve as quickly as possible.

Note: Most patients only complete this form once; but if your condition requires prolonged treatment, you may need to complete the form again with updated information.

- When your provider submits the Patient Summary Form information to Optum, you and your provider may receive a recovery milestone document, which represents a number of treatments within which most patients with a similar condition have recovered.

Note: This is not an authorized number of treatments or a limit on the number of treatments available to you. It simply helps your provider set a point when your condition should be reviewed again to determine the level of improvement you have made with the treatment you have already received.

- If you need additional treatment, your provider will advise you and Optum.

### IMPORTANT:

If you are having trouble reading this document and have language needs other than English, we can have somebody help you. You may call 1-800-428-6337 Monday through Friday, 5 a.m. to 5 p.m. Pacific Time. There is no fee for this service. Because this document may require action by you, you are encouraged to call as soon as possible.

\*The Patient Summary Form applies to the Chiropractic Clinical Support Program.

The information provided on included programs is for informational purposes only and is not a substitute for your doctor's care. Please discuss with your doctor how the information provided is right for you. Always refer to your plan documents for specific benefit coverage and limitations.

Health plan coverage provided by or through UnitedHealthcare of California, UnitedHealthcare of Oklahoma, Inc., UnitedHealthcare of Oregon, Inc., UnitedHealthcare Benefits of Texas, Inc., UnitedHealthcare of Washington, Inc. Administrative services provided by UnitedHealthcare Services, Inc., Optum Rx, Inc. or OptumHealth Care Solutions, Inc. Behavioral health products are provided by U.S. Behavioral Health Plan, California (USBHPC) or United Behavioral Health (UBH).

Chiropractic services administered through Optum, a UnitedHealth Group company.



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### Questions?

Call Optum Member Services at  
1.800.428.6337 (5 a.m. to 5 p.m.,  
Pacific Time, Monday – Friday).

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Physical Health of California

T 800.428.6337 | [www.myoptumhealthphysicalhealthofca.com](http://www.myoptumhealthphysicalhealthofca.com)

P.O. Box 880009, San Diego, California 92168

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## **APPENDIX F – PROFESSIONAL GROWTH**

The course for professional growth credit must be specifically related to an employee's current job assignment in the District or related to a job assignment that the employee aspires to promote to within the District. As a non-contractual item, the District shall set aside \$3,000.00 per year for a professional growth program for classified employees based upon the following components:

1. The course for professional growth credit must be specifically related to an employee's current job assignment in the District.
2. The District must approve the course in advance.
3. The employee shall be responsible to provide the District with the rationale on why a course should be approved for professional growth.
4. No course previously taken will be given retroactive credit for the professional growth program.
5. A professional growth stipend shall be up to \$20.00 per month effective with the start of the fiscal year after the stipend requirement has been completed.
6. A professional growth stipend shall be based upon successful completion of nine (9) semester units of courses; eighteen (18) hours of non-college instruction may be substituted for one (1) semester unit of course work.
7. The District and the Association shall consult on the possible establishment of a list of courses per classification that will be approved for professional growth credit.
8. Only one (1) professional growth stipend can be earned each year. To receive credit, transcripts must be received in the Human Resources Office no later than the first working day of September.
9. The District and Association shall consult on possible job-embedded professional development (cross-training opportunities) to be offered to unit members for certain positions (vacant or otherwise).

**APPENDIX G – MEMORANDUM OF UNDERSTANDING**  
**June 25, 2001**  
**“20 – DAY RULE”**  
**EDUCATION CODE 45137**

The District has requested the California School Employees Association Chapter 307 position regarding the provisions of the “20-Day Rule” as noted in California Education Code 45137, which states in part:

*“A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis as specified in Section 45136”*

It is CSEA’s position that a bargaining unit member shall receive said benefits (including the increased assignment) in the following situations:

When the employee’s regular assignment (with a designated position number) increased. For example, a four (4) hour food service worker works five (5) hours per day for more than twenty (20) consecutive working days, the employee’s regular assignment shall be increased to five (5) hours per day, thus receiving all statutory and contractual benefits. When the employee maintains his/her regular assignment (with a designated position number) and “substitutes” or works in another regular assignment (with a different designated position number) in the same classification. For example, a four (4) hour food service worker works his/her regular food service assignment plus “substitutes” or works in another 3.9 hour food service workers position (same classification), thus receiving all statutory and contractual benefits.

CSEA does not maintain the position that a bargaining unit member shall receive said benefits in the following situation:

When the employee maintains his/her regular assignment (with a designated position number) and “substitutes” or works in another regular assignment (with a different designation position number) in a different classification. For example, a four (4) hour food service worker works his/her regular food service assignment plus “substitutes” or works in a 3.9 hour custodian (different classification); then the statutory provisions of 45137 do not apply.

## APPENDIX H- MEMORANDUM OF UNDERSTANDING

Between the  
FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS FALLBROOK  
CHAPTER NO. 307  
Concerning

### **Section 7.10 of the Collective Bargaining Agreement; Employee Notification to the District**

November 27, 2007

Section 7.10 of the contract stipulates in pertinent part, "The laid-off employee may decline three (3) offers of employment before relinquishing his/her position on the list. If an employee shall be considered unavailable for work." The parties have agreed that a laid off employee may notify the Office of Employer-Employee Relations that they do not wish to be noticed re-employment opportunities unless the offered position meets specified criteria (for example: minimum number of hours, in-town location only, positions requiring certain responsibilities). When so noticed, it is agreed that he laid-off employee relinquishes the right to three offers of employment. In the event the laid off employee declines an offer of re-employment in a position meeting the employee-s requirements then he/she shall be considered unavailable for work. The Office of Employee-Employer Relations shall advise CSEA of requests from laid off employees to only be notified of job opportunities meeting specified criteria. A laid-off employee may rescind their request at any time prior to a notice of re-employment.

For the District: James Whitlock

Date: 12-2-2007

For CSEA: Vickie Nelson

Date: 12-3-2007

## APPENDIX I - MEMORANDUM OF UNDERSTANDING

CSEA and FUESD  
September 10, 2001

### Re: Modified Work Week

The purpose of this Memorandum of Understanding (MOU) is to set forth the circumstances under which a part-time classified bargaining unit member can work their full weekly assignment of hours in four (4) days (Modified Work Week).

- 1) Modified Work Week assignments must be voluntary on the part of the District and the employee.
- 2) The Modified Work Week assignment shall normally be established at the beginning of the employee's work year and be for the full year.
- 3) In the event the Modified Work Week assignment is discontinued by the District during the work year, the employee shall have not less than (10) work days prior notices.
- 4) The employee working a Modified Work Week assignment shall work their total base weekly hours in four (4) days, but shall be entered in the District's payroll system as if they were working a standard work week.

For Example:

<b>Employee Standard Work Week</b>	<b>Employee Modified Work Week</b>
3.9 Hours x 5 days = 19.5 hours	4.875 Hours x 4 days = 19.5 hours

- 5) When a paid holiday falls on a non-workday for an employee working a Modified Work Week assignment, the employee shall work their unadjusted hours for the remaining days of that week.

For Example:

<b>Normal Modified Work Week</b>	<b>Modified Work Week With Friday Holiday</b>
4.87 hours x 4 days = 19.5 hours	3.9 hours x 4 days = 15.6 hours

- 6) When a paid holiday falls on a workday for an employee working a Modified Work Week assignment, the employee shall work their unadjusted hours for the remaining four (4) days of that week.
- 7) When a non-paid/non-workday is scheduled on a day the employee working a Modified Work Week is scheduled to work, the employee shall work their unadjusted work hours for the remaining four (4) days of the week.

**APPENDIX J**  
Fallbrook Union Elementary School District  
Modified Work Week Election

**Employee's Name:** \_\_\_\_\_

**Employee's Classification:** \_\_\_\_\_

**Employee's School/Department:** \_\_\_\_\_

**Basic Work Week:** Monday through Friday at \_\_\_\_\_ hours per day

**Modified Work Week:** \_\_\_\_\_ through \_\_\_\_\_ at \_\_\_\_\_ hours per day

**For the year of** \_\_\_\_\_

**This Agreement expires on** \_\_\_\_\_

**Reason for Contract** \_\_\_\_\_

The employee identified above has been offered a Modified Work Week (MWW) assignment. The employee hereby acknowledges that he/she has been counseled with respect to the Modified Work Week assignment. Should a change in the Modified Work Week assignment become necessary, a new election form must be generated and agreed to by all parties listed below. Absent such an agreement, the employee's workweek will be the Basic Work Week as set forth above.

The employee hereby voluntarily agrees to the Modified Work Week assignment offered.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Superintendent, Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSEA Chapter #307

\_\_\_\_\_  
Date

c: Employee  
Personnel File  
Payroll



## **APPENDIX K**

### **MEMORANDUM OF UNDERSTANDING**

BETWEEN  
FALLBROOK UNION ELEMENTARY SCHOOL DISTRICT  
AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS FALLBROOK  
CHAPTER NO. 307

AGREED TO  
January 30, 2015

This Memorandum of Understanding (MOU) is executed by and between the Governing Board of the Fallbrook Union Elementary School District (District) and California School Employees Association and its Fallbrook Chapter 307 (CSEA).

CSEA and the District hereby agree to the following:

- A stipend will be provided to School Clerks/Bilingual School Clerks who work in a comprehensive K-8 district.
- Only one position per site will be entitled to the stipend barring any unforeseen circumstances that may make additional stipends necessary for the positions set forth above.

## **APPENDIX L**

### **JOB DESCRIPTION REVIEW AND RECLASSIFICATION**

#### **Job Description Review and Reclassification Process**

In order to assure an efficient, fair and equitable reclassification system, the parties agree to appoint a Reclassification Committee with three (3) CSEA representatives and three (3) District representatives.

All reclassification requests shall be proposed and resolved by the Reclassification Committee as described the Reclassification Committee shall be constituted not later than January of each year.

“Reclassification’ means the upgrading of a position to a higher classification as a result of the gradual increase of the higher-level duties being performed by the incumbent in such position.”

Beginning with the 2020-2021 school year and each year thereafter, the District shall review a certain number of job descriptions (approximately 10). This information shall be used to promote best practices and assist in regards to the reclassification process.

Beginning with the 2020-2021 school year, the District shall send a job review and analysis form (form), to be agreed upon by the District and CSEA, to all classified employees no later than February. Employees seeking reclassification must return the completed form and any supporting documentation to the designated District and CSEA Reclassification Committee Chairs not later than March. The Chairs shall share copies of the forms and supporting documentation to CSEA and Human Resources. By April, the Committee Chairs shall select and submit to the Classification Committee up to ten (10) classifications to be considered for possible reclassification. The Committee shall submit their determinations to CSEA and the District in or about June. Any unresolved reclassification requests may be resubmitted the following year.

If no classification exists for a position to be reclassified into, then the Reclassification Committee shall consider and may recommend to the District that a new classification fitting for the position be created.

The District agrees to annually set aside \$15,000 to be used for reclassification determinations as described above. In no event shall the District be obligated to make the annual \$15,000 to be used for reclassification determinations as described above. In no event shall the District be obligated to make the annual \$15,000 contribution in a year when the reclassification fund balance exceeds \$45,000 as of January 1.

Nothing in this Agreement limits the District’s right to propose reclassification at any other time during the school year.

The Committee’s recommendations and decisions are not subject to the grievance procedure of the Agreement. An employee may only grieve an alleged procedural violation of these reclassification procedures.

For Example:

<b>Normal Modified Work Week</b>	<b>Monday as Non-paid/Non-Workday</b>
Mon-Thurs: 4.87 hours	Tues-Fri: 3.9 hours

- 8) When a non-paid/non-workday is scheduled on a day the employee working a Modified Work Week is not scheduled to work, the employee shall work their unadjusted work hours for the remaining scheduled workdays.

For Example:

<b>Normal Modified Work Week</b>	<b>Friday as Non-Paid/Non-Workday</b>
Mon-Thurs: 4.87 hours	Mon-Thurs: 3.9 hours

- 9) If an employee working a Modified Work Week is on leave (such as sick leave or personal necessity) during one or more scheduled workdays, the employee's accumulated leave shall be reduced by the number of hours actually missed.
- 10) Employees working over four hours per day on a Modified Work Week schedule shall not qualify for retirement or employee health and welfare benefits unless their basic work week assignment exceeds twenty (20) hours.
- 11) Unit members considering a Modified Work Week shall be counseled regarding the terms of this agreement.
- 12) Unit members electing a Modified Work Week shall execute an agreement that shall contain all terms and conditions of the Modified Work Week assignment as described herein.
- 13) CSEA shall be annually advised of unit members assigned to Modified Work Week assignments.

For the **California School Employees Association, Chapter No. 307:**

\_\_\_\_\_  
Jim Whitlock

Date: \_\_\_\_\_  
9-10-2001

For the **Fallbrook Union Elementary School District:**

\_\_\_\_\_  
Vickie Nelson

Date: \_\_\_\_\_  
9-10-2001