

**Buena Park School District**

# **Agreement**

**BETWEEN THE  
GOVERNING BOARD**

**of the**

**BUENA PARK SCHOOL DISTRICT**

**and the**

**CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION,  
BUENA PARK CHAPTER #569**

**2018-2021**

**March 19, 2018**

## TABLE OF CONTENTS

	Page
Preamble.....	i
ARTICLE 1 Recognition.....	1
ARTICLE 2 Management <i>Rights</i> .....	2
ARTICLE 3 Definitions.....	3
ARTICLE 4 Negotiation Procedures.....	6
ARTICLE 5 Chapter Rights.....	7
ARTICLE 6 Grievances.....	9
ARTICLE 7 Organizational Security.....	12
ARTICLE 8.1 Salaries.....	13
ARTICLE 8.2 Working Out of Class.....	13
ARTICLE 8.3 Longevity Pay.....	14
ARTICLE 8.4 Differential Pay.....	14
ARTICLE 8.5 Mileage Reimbursement.....	14
ARTICLE 8.6 Substitute Service.....	14
ARTICLE 8.7 Unit Members/Other Duties.....	14
ARTICLE 8.8 Professional Growth.....	14
ARTICLE 9 Employee Benefits.....	16
ARTICLE 10.1 Sick Leave.....	20
ARTICLE 10.2 Personal Necessity.....	21
ARTICLE 10.3 Absence Due to Bereavement.....	22
ARTICLE 10.4 Absence for Judicial and Court.....	22
ARTICLE 10.5 Maternity Leave.....	22

Table of Contents (continued)	Page
ARTICLE 10.6      Leave of Absence – Special.....	22
ARTICLE 10.7      Association Leave.....	23
ARTICLE 10.8      Industrial Accident and Illness Leave.....	23
ARTICLE 10.9      Jury Duty.....	24
ARTICLE 10.10      Family Care and Medical Leave.....	25
ARTICLE 10.11      Catastrophic Leave Bank.....	27
ARTICLE 11          Hours of Employment.....	30
ARTICLE 12.1      Vacation Schedule.....	32
ARTICLE 12.2      Holidays.....	33
ARTICLE 13          Evaluation of Classified Personnel.....	34
ARTICLE 14          Classified Transfer Policy.....	36
ARTICLE 15          Layoff and Reemployment.....	39
ARTICLE 16          Savings Provision.....	44
ARTICLE 17          Safety Conditions of Employment.....	45
ARTICLE 18          Support of Agreement.....	46
ARTICLE 19          Contracting Out.....	47
ARTICLE 20          Bus Driver Assignments.....	48
ARTICLE 21          Nondiscrimination.....	52
ARTICLE 22          Working Conditions.....	53
ARTICLE 23          Reclassification.....	54
ARTICLE 24          Employee Discipline.....	55
ARTICLE 25          Completion of Meet and Negotiation.....	57

## **PREAMBLE**

This Agreement is made and entered into this first day of November, 1997 between the Buena Park School District (hereinafter referred to as "District) and the Buena Park Chapter 569 of the California School Employees Association (hereinafter referred to as "Chapter").

The purpose of this Agreement is to promote the improvement of personnel management and employer/employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

## **ARTICLE 1 – RECOGNITION**

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the BUENA PARK SCHOOL DISTRICT ("District") and local Chapter 569 of the CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ("Association").
- 1.2 The District confirms its recognition of the Association as the exclusive representative for that unit of employees voluntarily recognized by the District by Board action on June 28, 1976.
- 1.3 This Agreement shall remain in full force and effect from July 1, **2018** until June 30, **2021**, and shall automatically remain in effect for each succeeding twelve (12) months or until completion of a binding written Agreement by the parties which shall supersede this Agreement.
- 1.4 It is agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State law to the extent permitted by State law.
- 1.5 This Agreement constitutes the entire Agreement between the parties and concludes meet and negotiations on any subject included in this Agreement.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.1 It is understood and agreed that the District retains to the full extent of the law all of its authority to direct and control the affairs of the District. Included in those duties are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objective; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum in consultation with the Association; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue, contract work and services. In addition, the Board retains the right to hire, assign, evaluate, and terminate employees.
- 2.2 The exercise of the foregoing rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.
- 2.3 The Board shall amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 2.4 All administrators of the District shall be treated in a courteous and honorable manner by all employees covered by the terms of this Agreement.

### **ARTICLE 3 – DEFINITIONS**

- 3.1 A day is defined to mean any day that the district office is open for business.
- 3.2 Anniversary date is the date upon which a ***unit member*** is granted salary step advancement earned by completion of the required period of service. Also known as "date of hire."
- 3.3 Bargaining Unit Members shall include any ***unit member*** as part of the classified service who has not been designated as confidential, supervisory, or management.
- 3.4 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time, and taking extended time off work creates a financial hardship for the unit member. Such an event is horrific in nature and occurs suddenly such as a car accident, cancer, etc. The term catastrophic does not apply to elective surgery, personal necessity, normal pregnancy, substance abuse rehabilitation, or bereavement.
- 3.5 Classification is the act of placing a position in a class and shall be construed to mean that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of the specific duties required to be performed in each such position, and the regular monthly salary range in each such position.
- 3.6 Classified employee refers to any non-certificated employee who has not been designated as confidential or management.
- 3.7 Demotion is a change in assignment of a ***unit member*** from a position in one class to a position in another class that is allocated to a lower maximum salary rate or assignment.
- 3.8 Health and welfare benefits means forms of insurance not mandated by law such as medical, life, prepaid prescriptions, dental, vision care, and employee assistance program.
- 3.9 Hours Board - The following definitions pertain to the Hours Board, located in the Transportation Lounge. (Article 20)
- a. Activity Trip - is the transportation of passengers to an activity, athletic event, educational event, and so forth, other than regularly scheduled home-to-school transportation
  - b. Declined/Charged Hours - as defined in Article 20.7.3
  - c. Declined Time Year to Date (Y-T-D) - sum of declined and charged hours year to date
  - d. Extra Runs - miscellaneous driving time (including, but not limited to, route that goes beyond the guaranteed hours, returning kindergarten students back to school, covering a run, helping with an overload, etc.)
  - e. Extra Time Total Year To Date (Y-T-D) - sum of hours for Special Needs, Other and Extra Run Columns year to date
  - f. Other - Miscellaneous non-driving time (including, but not limited to, paperwork, dispatch, garage, etc.)

### **ARTICLE 3 – DEFINITIONS** (continued)

- g. Regular Hours - Daily guaranteed hours
  - h. Special Needs - sum of extra time for transporting Special Needs students (including, but not limited to, returning student to school, therapy run, etc.)
  - i. Total Time Year to Date (Y-T-D) - sum of all Regular Hours, Extra Hours, plus declined Hours to determine the + or - 10% between highest and lowest seniority drivers year to date
- 3.10 Illness is either physical or mental disability of an incapacitating nature to the ***unit member***.
- 3.11 Immediate family means the mother, father, son, daughter, brother, sister, or any step-relation of this group, son-in-law, daughter-in-law, sister-in-law, brother-in-law, mother-in-law, or father-in-law of the ***unit member*** or spouse of the ***unit member***, spouse, grandparent, grandchild, any person who has served as foster parents and legal guardian to the ***unit member***, or any relative living in the immediate household of the ***unit member***.
- 3.12 Immediate supervisor is the person responsible for the evaluation of the ***unit member***.
- 3.13 Involuntary demotion is a demotion without the ***unit member's*** voluntary consent.
- 3.14 Meeting and negotiating means meeting, conferring, negotiating, and discussing by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation and the execution, if requested by either party, of a written document incorporating any agreements reached, which document shall, when accepted by the exclusive representative and the public school employer, become binding upon both parties.
- 3.15 Negotiable items means those items limited specifically by sections of the government code relating to the Educational Employees Relations Act of 1976 and more specifically relating to wages, hours of employment, health and welfare benefits, leave and transfer policy, safety conditions of employment, procedures to be used for evaluation of ***unit members***, organizational security, and procedures for processing grievances.
- 3.16 Permanent employee is a regular ***unit member*** who successfully completes an initial probationary period, which shall not exceed six (6) work months of service beyond the initial date of employment by the District.
- 3.17 Probationary employee is a regular ***unit member*** who will become permanent upon completion of a prescribed probationary period, not to exceed six (6) work months of service beyond the initial date of employment by the District.
- 3.18 Qualifications shall be defined to include knowledge, skills, and experience.

### **ARTICLE 3 - DEFINITIONS** (continued)

- 3.19 Reemployment list is a list of names of ***unit members*** who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment without examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment.
- 3.20 Seniority for unit members hired after September 5, 1986, shall be figured by date of hire within the Buena Park School District. Seniority for unit members hired before September 5, 1986, shall be frozen as they are on the hourly seniority list. There are two types of seniority; district-wide and within classification(s). District-wide seniority applies to sick leave, vacation, holiday and salary placement. Classification seniority applies to transfers, promotions and lay-off. When two or more unit members within the same classification are hired on the same day, seniority will be determined in accordance with Article 15.2.7.
- 3.21 Short-term employee means any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. Short-term employees do not earn sick leave, vacation, or floating holidays.
- 3.22 Substitute employee is a person hired to perform the duties of a position in the temporary absence of the employee who is regularly assigned to that position. Any substitute who is hired to fill a vacancy while the District is engaged in a procedure to hire a permanent employee to fill the position shall be for no more than 60 calendar days, of one or more substitute employees.
- 3.23 Transfer is the change in the ***unit member's*** work site from one school to another without change in classification and/or assigned hours; a change from one classification to another at the same salary range when the ***unit member*** possesses the necessary qualifications; or a movement from one classification to a lower classification at the ***unit member's*** request.

#### **ARTICLE 4 – NEGOTIATION PROCEDURES**

- 4.1 Either party may utilize the services of outside consultants to assist in negotiations.
- 4.2 Negotiations shall be conducted by the duly authorized bargaining representatives of the Board and the duly recognized representatives of the Chapter.
- 4.3 Meetings for the purpose of negotiating shall be held upon the request of either party. The party requesting the meeting shall furnish the other in advance of the meeting with a notice of the subjects to be considered except in those instances where the urgency of the case precludes such advance notification.
- 4.4 The Chapter shall designate not more than five representatives who shall each receive reasonable release time for the purpose of attending negotiations.
- 4.5 Beginning with the first Board meeting in March, or within twenty (20) working days thereafter if by mutual agreement, the District and Association shall meet and negotiate in good faith over contract reopeners for the next school year or a successor agreement.

## ARTICLE 5 – CHAPTER RIGHTS

- 5.1 The Chapter shall be permitted the use of school buildings and facilities under the provisions of the Civic Center Act provided the use of the building has been cleared at the District Office on the regular form used for this purpose. Any other equipment used by the Chapter will be charged for on a rental basis at a reasonable rate determined by the Superintendent. In the event use of buildings and facilities necessitate additional custodial service, the Chapter shall pay such cost at the prevailing rate for this service.
- 5.2 The Chapter shall have the right to post notices of activities and matters of Chapter concern on designated bulletin boards, at least one of which shall be provided in each school building in areas frequented by ***unit members***. The Chapter may use the District mail service and ***unit member*** mail boxes for communications to ***unit members***.
- 5.3 Authorized representatives of the Chapter shall be permitted to transact official Chapter business on school property where it does not interfere with any ***unit member's*** duty schedule.
- 5.4 Names, addresses, and phone numbers will be provided to the Association unless ***unit members*** have indicated in writing that they do not wish the information released to the Association.
- 5.5 A copy of this Agreement shall be made available to each ***unit member*** on the District's website. Printed copies will be provided to Chapter officers, site representatives, and negotiating team members.
- 5.6 The District agrees, when requested by the Chapter, to consult with the Chapter on matters which fall within the scope of negotiations as defined in this contract.
1. The Buena Park School District agrees to publish a "Classified Employee Handbook" for access by all unit members on the District's website. A printed copy will be provided to new ***unit*** members upon orientation, and any ***unit*** members upon request.
- 5.7 CSEA to appoint a pool of fifteen ***unit members*** to serve on all classified employee, management and permanent and/or probationary teacher, interview panels. Five workdays prior to a scheduled interview, the District shall provide notice of the scheduled interview panel to the CSEA President or designee. CSEA will select one ***unit member***, depending on the area being interviewed, and ***at least*** one day prior to the scheduled date, confirm with the District which ***unit*** member will serve on the interview panel.

In the event a panel member is not provided by CSEA, the District will provide a ***unit member*** replacement to ensure an odd number of interview panel members. CSEA will submit names of appointed ***unit members*** for the interview panels each September to the District.

**ARTICLE 5 - CHAPTER RIGHTS** (continued)

- 5.8 When CSEA unit members, designated by the Association as a ***Union*** Steward, have completed required training, the District shall be given the names within 20 days. Any changes in the designation of a steward thereafter, shall be immediately provided the District. Investigation of grievances shall be done on the ***union*** stewards non-working time unless requested by management to conduct such investigation on District-paid time. Nothing herein shall preclude the Association from requesting release time from the Superintendent or designee for the purpose of investigating whether or not the contract has been properly applied.
- 5.9 The Association shall have the right to include membership materials in new employee packets issued to newly-hired unit members.
- 5.10 All ***unit members*** covered by this contract shall be informed of all non-paid district-formed committees through notice of CSEA in areas related to classified staff. A CSEA designated representative shall serve on any aforementioned committee.
- 5.11 All ***unit members*** covered by the terms of this Agreement shall be treated in a courteous and honorable manner by all administrators.
- 5.12 ***The district and CSEA representatives shall meet no later than July 31, 2018 to identify two bargaining unit classifications for which it will develop procedures to conduct a pilot and assume responsibility to identify and provide substitute coverage when absences are properly identified. Performance of the pilot will be evaluated for expansion to other classifications six (6) months from inception.***

## ARTICLE 6 – GRIEVANCES

### 6.1 DEFINITIONS

- 6.1.a A "grievance" is a charge by a ***unit member*** that said ***unit member*** has been adversely affected or prejudiced by a violation of the specific provisions of the scope of this Agreement by the administration.
- 6.1.b A "grievant" may be any individual in the bargaining unit or the association who alleges a grievance.
- 6.1.c The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant.
- 6.1.d Grievance Processing During Regular Working Hours: The grievant and the CSEA representative shall be entitled to process a grievance during normal working hours with no loss of pay or benefits.
- 6.1.e Separate Grievance File: All documents, communications and records dealing with the processing of a grievance shall be retained in a special grievance file maintained by the ***human resources*** department and shall be considered confidential, and shall be available for inspection only by the ***unit member***, the CSEA representative and those management, supervisory and confidential employees directly involved in the grievance procedure.

### 6.2 PROCEDURES

- 6.2.a Level I (Informal)  
Prior to the filing of a formal grievance, an informal effort to resolve the matter shall be undertaken between the grievant, a CSEA representative, and the immediate supervisor; provided the grievant brings the matter to the attention of said supervisor within twenty (20) days of the time ***the action*** is alleged upon which the grievance is based took place.
- 6.2.b Level II (Formal) (Appendix V - Appendix 1-4)  
If the grievant and said supervisor are unable to reach a mutually agreeable solution by such informal effort, the grievant shall have ten (10) days after the grievance has been brought to the attention of the immediate supervisor to reduce the grievance to writing, setting out concisely the nature of the grievance and relief sought, and submit to the immediate supervisor. Said Supervisor shall meet with the grievant, a ***Union*** Steward or CSEA and its Buena Park Chapter 569 Executive Board member and District representative to resolve the matter. Said supervisor shall furnish a written response to said grievant within ten days upon receipt of said grievance.
- 6.2.c Level III  
Should the supervisor expressly deny or fail to act, the grievant shall have the right to appeal to the District Superintendent or designee. Said appeal shall be in

## **ARTICLE 6 - GRIEVANCES** (continued)

writing, stating in detail the nature of the grievance and the relief sought. Within ten (10) working days or as soon thereafter as possible, the Superintendent or designee shall hold a meeting with the immediate parties and their duly selected representatives, if desired, in an effort to resolve the grievance.

### **6.2.d Level IV**

In the event the grievant does not agree with the decision of the Superintendent or designee, the grievant may request that the matter be referred to advisory arbitration. This request shall be made in writing and submitted to the Superintendent or designee within ten (10) days after the Superintendent or designee has announced his/her decision on the original grievance. Each request shall include but one dispute unless mutually agreed upon by both parties. The Board shall not act on any grievance until after arbitration. In the event of advisory arbitration, the parties shall select a mutually acceptable arbitrator and should they be unable to agree upon an arbitrator within ten (10) days after submission of the grievance, the arbitrator shall be selected by the Educational Employment Relations Board. The arbitrator's decision shall be submitted in writing to the Governing Board through the Superintendent, and they may accept, reject or modify such decision. All costs will be borne equally by the Board and the Chapter. Any separately incurred costs shall be borne by such party. The decision of the Governing Board is final on any grievance.

## **6.3 RIGHT TO COUNSEL**

In the event that a grievance is submitted, no party involved in said grievance shall be denied the right to counsel at any step in the grievance procedure. Counsel may be selected from the following:

6.3.a Any CSEA *Union* Steward *and/or Labor Representative*.

6.3.b Legal or other representation.

## **6.4 PURPOSE**

6.4.a The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.4.b Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limit, however, shall be extended by mutual agreement.

6.4.c In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time may be shortened by mutual agreement.

## **ARTICLE 6 - GRIEVANCES** (continued)

### 6.5 **RETALIATION**

Retaliation against any ***unit member***, grievant or supervisor, in the processing of a grievance or participating in the grievance procedure may also constitute grievances, or be subject to the District's complaint and discipline procedures.

### 6.6 **CHAPTER'S RIGHT TO FILE GRIEVANCE**

Upon the solution of a grievance, the agreements will be put in writing and both parties will receive a copy. If the action agreed upon is not carried out, the Chapter may file a grievance on behalf of an individual. The Chapter must have prior approval, in writing, from the individual concerned.

## **ARTICLE 7 – ORGANIZATIONAL SECURITY**

- 7.1 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues.
- 7.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 7.3 Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association. There shall be no charge to the Association for such mandatory agency fee deductions.
- 7.4 With respect to all sums deducted by the District for membership dues, the District agrees to promptly remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as membership in the Association.
- 7.5 The Association agrees to furnish any information needed by the District to fulfill provisions of this Article.
- 7.6 Association agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to Association in defending against any court or administrative action challenging the legality of the organizational security provision of this Agreement or the implementation thereof.
- 7.7 Association agrees to reimburse the employer, its officers, or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the employer has complied with the terms of this Article and has promptly notified Association of its awareness of such action.
- 7.8 The Association and District shall mutually decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

## **ARTICLE 8.1 – SALARIES (Appendix II A)**

- 8.1.1 For **2018-19**, the parties agree to increase the salary schedule by **2%** effective and retroactive to July 1, **2018**, *plus a .50% off schedule bonus to unit members in employment when ratified. Should any other bargaining unit or administrative management receive a salary increase or any other form of compensation after November 1, 2018, the District will provide the same increase to the unit members.*

For **2019-20**, the parties agree to increase the salary schedule by **1%** effective and retroactive to **January 1, 2020**.

For **2020-21**, the parties agree to increase the salary schedule by **1.25%** effective and retroactive to **July 1, 2020**.

- 8.1.2 For a unit member who speaks, writes, and reads another language, has satisfactorily passed the District proficiency test, and are utilized as translators shall receive a stipend of \$250 annually.

- 8.1.3 First aid classes and CPR are required for the following positions only. The classes will be offered through the District on paid time as legally required. *The District and CSEA agree to jointly reconcile job descriptions to contract language for the purposes of identifying classifications that require First Aid and/or CPR training.*

- |  |                         |
|--|-------------------------|
| - School Secretary                     | - Health Clerk          |
| - Instructional Assistant - Spec. Ed.  | - Typist Clerk          |
| - Instructional Assistant - Child Care | - Food Service Manager  |
| - Custodian I                          | - Maintenance Workers   |
| - Attendance Clerk                     | - Playground Supervisor |

## **ARTICLE 8.2 – WORKING OUT OF CLASS**

A **unit member** who is assigned to work out of classification to perform the duties of a higher classification shall be compensated at the existing step of the salary range for the higher classification. Compensation at the higher rate shall commence on the first working day. To be compensated at the higher rate, the **unit member** working out of class must meet the minimum qualifications of the position as stated in the job description.

A **unit member** is assigned to work out of classification to perform the duties of an equal classification (limited to maintenance department personnel) shall be compensated at a rate of pay two (2) ranges higher than their current rate of pay if the following criteria **are** met:

- **unit member** must have training to perform duties.
- **unit member** must perform the duties of the assigned classification for a minimum of eight (8) days in a twelve (12) month period in order to be compensated at the higher rate of pay.
- after the accumulation of eight (8) days, **unit member** will receive the two-range retroactive rate of pay described herein for the days worked out of class.

## **ARTICLE 8 – SALARIES** (continued)

### **ARTICLE 8.3 – LONGEVITY PAY**

After 10 years of service	3%
After 15 years of service	5%
After 20 years of service	8%
After 25 years of service	10%

No *unit member* presently covered by longevity will receive less longevity pay as a result of this agreement. Longevity pay is based on *unit member's* date of hire.

### **ARTICLE 8.4 – DIFFERENTIAL PAY**

Add \$25.00 per month for 12 months. (Night custodians)

Add \$20.00 per month for 10 months. (Bus drivers)

### **ARTICLE 8.5 – MILEAGE REIMBURSEMENT**

A *unit member* required to drive his/her own vehicle between work sites as a part of their work assignment will be compensated for the incurred mileage by the amount established by the Internal Revenue Services (IRS), provided that the *unit member* submits a request for reimbursement according to established District procedures.

### **ARTICLE 8.6 – SUBSTITUTE SERVICE**

If an individual is hired as a regular classified employee having served as a substitute employee for seventy-five percent of the school year (195 days), that *unit member* shall receive credit for one year of service for purposes of placement on the salary schedule.

### **ARTICLE 8.7 – UNIT MEMBERS/OTHER DUTIES**

*Unit* members who also serve as playground supervisors shall earn an hourly wage *per the Playground Supervisor (PS) range on the salary schedule* for performing these duties. Playground supervisors are required to attend a first aid workshop.

### **ARTICLE 8.8 – PROFESSIONAL GROWTH**

The District's Professional Growth Program is designed to provide an opportunity for professional and personal growth for *unit members* through continuing education. It is intended to recognize *unit member's* voluntary effort to increase his/her general and/or specific value to the District. The program will allow *unit members* the opportunity to increase skills and earn salary advancement. The filing of an application and the securing of prior approval for the program by the District Superintendent is a requisite for participating in the program.

## **ARTICLE 8 – SALARIES** (continued)

Those interested in participating need to contact the ***Human Resources*** office for applications and further details. Those approved for participation in the program are eligible to receive one (1) growth increment stipend for each ten (10) professional growth points he/she has accumulated after the above-noted date.

### 8.8.1 Earning Points

One (1) point for each full semester unit taken at a community college or university. One (1) point for each ten (10) hours of classroom instruction for ROP, adult education, or trade school classes where college equivalent units are not granted. One (1) point for each ten (10) hours of attendance at job-related lectures, training programs, seminars, and District workshops. No points will be earned if a ***unit member*** is receiving compensation, compensatory time, release time, or at a District paid/reimbursed activity.

### 8.8.2 Receiving Credit

In order to receive credit: Course work must be taken at accredited or approved schools; classes and/or training sessions may not be taken during the ***unit member's*** regular hours. Training sessions, job related lectures, seminars, and workshops must be preapproved by the ***unit member's*** supervisor and District Superintendent or designee. In order to receive professional growth credit, all activities engaged in under this program must have some relationship to the ***unit member's*** present job assignment or to a classification that the ***unit member*** may transfer or promote to within the District.

### 8.8.3 Growth Increments

Effective July 1, 1997, a ***unit member*** will receive a one-time stipend of two hundred (\$200) for each ten (10) professional growth points accumulated. Maximum annual District total contribution will be five thousand dollars (\$5,000).

## ARTICLE 9 – EMPLOYEE BENEFITS

- 9.1 Effective January 1, 2006, and for each year thereafter, unit members will contribute to the annual premium costs for medical benefit plans on a prorated basis as specified below. In the event the State of California reduces the Revenue Limit funding below the District's adopted budget, the parties agree to reopen negotiations for this article. CSEA will appoint unit members for a District Health Benefits committee to identify cost saving opportunities for District medical plans, and effective October 1, 2013 medical plan contribution for full time unit members (6 hours) will be established as follows for all District medical plan options.

***The District will add the Anthem Bronze PPO Plan, with 0% unit member contributions, and Waiver of Anchor Bronze Enrollment (WABE) provision as provided by SISC, effective October 1, 2018. Unit members participating in either the Plan, or the WABE, shall continue to be afforded the ability to make plan changes in accordance with existing "life events" requirements and time lines noted in SISC and Plan carrier agreements.***

~~The District agrees to maintain the existing medical and dental plan design and **unit member** contribution rate status quo through 2018-2019.~~

Kaiser employee only plan	4.0% of annual premium paid tenthly
Kaiser 2 party plan	6.0% of annual premium paid tenthly
Kaiser family plan	8.0% of annual premium paid tenthly
Blue Cross HMO employee only	4.0% of annual premium paid tenthly
Blue Cross HMO 2 party plan	6.0% of annual premium paid tenthly
Blue Cross HMO family plan	8.0% of annual premium paid tenthly
Blue Cross PPO employee only plan	4.0% of annual premium paid tenthly
Blue Cross PPO 2 party plan	6.0% of annual premium paid tenthly
Blue Cross PPO family plan	8.0% of annual premium paid tenthly

~~Contributions for part time **unit members** (less than 6 hours) will remain at the current contribution rates of 0.0% for single Kaiser and Blue Cross HMO; 2.0% for Kaiser and Blue Cross HMO 2 party; 4.0% for Kaiser and Blue Cross HMO family; 2% for single Blue Cross PPO; 4% for 2 party Blue Cross PPO; and 6% for family Blue Cross PPO.~~

***Effective October 1, 2020, the District will contribute towards health benefit premium contributions and unit members will pay the difference of the amount of premium cost above the District's contribution, as follows:***

- ***Employee only: \$6,500***
- ***Employee +1: \$13,000***
- ***Employee +Family: \$17,100***

The above medical premium contributions shall be paid by payroll deduction. Unit member subject to these payments shall have the option of utilizing the existing IRS Section 125 Plan to reduce out-of-pocket premium costs.

## **ARTICLE 9 - EMPLOYEE BENEFITS** (continued)

When two employees are married, the employees may choose from the following options: Option 1: the District will waive their health insurance payroll deductions if both employees choose to be covered under one employee plan – either Kaiser, HMO, or PPO option may be selected as two party or family coverage. Option 2: only one employee may choose two party or family plan coverage, the alternate spouse must then choose a single plan with no waiver of either employee's payroll deduction.

Effective January 1, 2014 CSEA agrees to move from *MEBA to SISC*.

- 9.1.1 The parties agree to form an Insurance Committee to regularly review insurance program offerings and proposals affecting unit members, communicate operation issues and concerns with plan providers, and provide timely advice to collective bargaining teams on changes to insurance programs that would mutually benefit the District and CSEA membership. The Committee will consist of five (5) representatives each from the administration and the local CSEA membership, including two (2) members of each bargaining team. The District's Assistant Superintendent, Administrative Services will serve as Chair of the Committee. The final decision on anything discussed in the Insurance Committee will be subject to negotiations between the parties.
- 9.2 Unit member hired after January 13, 1987, shall receive health and welfare benefits according to the following formula:
  - 9.2.1 Unit member whose assignments are at least four (4) hours -- the District will pay 1/2 of the premiums for any health and welfare benefit available to classified employees (medical, vision, dental, life).
  - 9.2.2 Unit member whose assignments are five (5) hours -- the District will pay 5/8 of the premium for any health and welfare benefit available to classified employees (medical, vision, dental, life).
  - 9.2.3 Unit member whose assignments are six (6) hours or more (thirty hours per week) -- *The District agrees to maintain the existing medical, vision and dental plan design and employee contribution rate status quo through 2018-2019 as listed in Article 9.1.*
- 9.3 Any unit member hired before January 13, 1987, working less than four (4) hours who is subsequently promoted to a position with more hours and/or have their hours increased to four (4) hours or more in their current position shall receive benefits in the same manner described in Section 2 above.
  - 9.3.1 The additional premium, if any, shall be paid by the *unit member*. Each *unit member* shall authorize the District to deduct from *their* paycheck the amount of the tenthly premium due, if any. The authorization shall remain in effect during the term of this agreement or until this article is renegotiated pursuant to Article 23 (reopeners). No person shall be eligible for coverage

## **ARTICLE 9 – EMPLOYEE BENEFITS** (continued)

as an employee and as a dependent of an employee at the same time. In addition, no person shall be eligible for coverage as a dependent of more than one employee at the same time. If the subscriber's spouse is an employee of the District, the District guarantees a continuation of existing coverage to subscriber's family in the event of death; the spouse (employee) will then automatically become the subscriber.

- 9.3.2 Effective January 1, 2011, the parties agree that District provided dental plan design will be changed to reflect:

Establish an out-of-network co-pay of \$100 for all plan participants.

In the event it is necessary to change the present plans, the District shall notify the Association as soon as possible and shall meet and negotiate with the Association. The present benefit plans are as follows:

MEDICAL Kaiser Permanente  
Blue Cross Prudent Buyer  
Blue Cross California Care

DENTAL Delta Dental Services – Family Coverage

VISION Vision Service Plan - Employee Coverage  
\$15 *co-pay*

The District agrees to make available to the *unit* members an employee paid supplemental vision care program.

LIFE INSURANCE-\$10,000 per *unit member*  
As of 1/01/02-Reliance Standard Life Insurance

ACCIDENTAL DEATH & DISMEMBERMENT - Mutual of Omaha,  
\$1,000 district paid, additional coverage available.

- 9.4 IRS Section 125

An IRS Section 125 plan to be implemented for eligible employees on February 1, 1992, with American Fidelity as the carrier.

- 9.5 Employee Assistance Program

The District shall provide for an Employee Assistance Program for each employee through or comparable to the Blue Cross EAP program provided by the Self Insured Schools of California.

- 9.6 Medical Benefits for Employees Working Less Than Four Hours Per Day

Unit members employed for less than four hours per day shall be eligible for vision insurance coverage under a plan offered through Vision Service Plan.

## **ARTICLE 9 - EMPLOYEE BENEFITS** (continued)

### 9.7 **Medical Benefits for Retired Employees**

The District shall make available to each eligible employee reaching age 55, 100% coverage for medical insurance, or an amount prorated pursuant to Article 9.2, based upon the unit member's permanent part-time employment status at the time of retirement, provided said employee has served five (5) consecutive years of service to the District prior to retirement. For the employees who are hired on or after July 1, 1983, the qualifying years of service is increased to ten (10) consecutive years. If the retired employee wishes to add a dependent(s) the retired employee must contribute an amount equal to the premium differential for an additional dependent based on the tiered single, two-party and family tiered rate structure provided by the medical benefit carrier.

#### 9.7.1 **The District Will Provide the Following Insurance Programs:**

**MEDICAL** - Kaiser Permanente HMO  
***Anthem*** Blue Cross ***HMO***  
***Anthem*** Blue Cross ***PPO***  
***Anthem Blue Cross PPO Bronze Plan***

9.7.2 The retired ***unit member*** may pay the premium for dependent(s). A Board-approved leave shall constitute a year of service for the purpose of eligibility for this benefit. This benefit shall cease when the ***unit member*** becomes Medicare eligible.

### 9.8 **Medical Benefits for Retirees Hired on or after July 1, 2020**

***Employees hired on or after July 1, 2020 will be eligible for retiree health benefits as follows:***

- 1. After 15 years of consecutive service to the District;***
- 2. Must be at least 60 years of age at the time of retirement;***
- 3. Will receive retiree health benefits for not more than 5 years and only until Medicare eligible;***
- 4. Will pay the same level of contribution towards medical premiums as working unit members.***

## **ARTICLE 10 - LEAVE**

### **10.1 SICK LEAVE**

- 10.1.1 All full-time ***unit members*** of the school district are entitled to twelve (12) days of absence each year for illness or injury including disability due to pregnancy childbirth or related medical condition. Any ***unit member*** working less than the twelve (12) months shall be entitled to the equivalent of one day per month worked. A ***unit member*** covered by this Agreement, working less than full-time, shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment. If such ***unit member*** does not take the full amount of sick leave allowed in any one school year, the amount not taken shall be accumulated from year to year without limitation. Probationary ***unit members*** shall be allowed illness leave on the following basis: One (1) day for each month of service. A unit member may use no more than six (6) days of sick leave in the first six (6) months of employment.
- 10.1.2 When a regular ***unit member*** is absent from his/***her*** duties on account of illness or accident, (excluding worker compensation cases), he/***she*** shall be entitled to the following differential pay benefit after he/***she*** has exhausted all sick leave, vacation days, floating holidays, and personal necessity days to which he/***she*** may be entitled.
- 10.1.2.1 ***Unit members*** who have exhausted their sick leave, vacation days, floating holidays, and personal necessity days, shall be compensated at fifty percent (50%) of the ***unit member's*** rate of pay. This benefit shall not exceed one-hundred (100) working days of sick leave per fiscal year.
- 10.1.2.2 The District shall require a written verification or release by the ***unit member's*** physician or by a physician appointed by the District.
- 10.1.3 The District shall establish a process whereby unit members will have the opportunity to donate sick leave to unit members in catastrophic situations. Unit members, while employed, may donate up to two days of their sick leave allowance. Individual sick leave donations will be based on the per diem amount of the donor and expended based on the per diem of the individual in need.
- 10.1.4 Sick leave accumulated shall be given to each ***unit member*** in writing prior to September 10 or the first day a ***unit member*** returns to work for any given year, whichever is later.
- 10.1.5 Verification of Illness - Under normal circumstances, after five (5) consecutive days of illness, the District shall require a licensed physician's ***note*** acceptable to the District showing inability to work during the period of absence commencing with the first day of absence. If the physician's ***note*** presented by the ***unit member***

## **ARTICLE 10 - LEAVE** (continued)

is unacceptable to the District, the District may require the *unit member* to secure a *note* from a physician mutually agreed upon by the *unit member* and the District verifying the *unit member's* inability to work. The *unit member's* privacy will be kept in strictest confidence and no medical report will be asked for by the District in regard to any specific illness, only the fact of the *unit member's* ability to perform their duty. Any cost will be paid by the District.

10.1.6 Return to Service - When a *unit member* requests a long-term (ten working days or more) leave for illness, it shall be the responsibility of the *unit member* to make known to the District, in writing, the beginning date of such leave and an expected date of return to duty. The District shall require a physician's certificate, indicating the *unit member* is under the treating, licensed physician's care, the beginning date of the absence, the expected date of return to duty, and that the *unit member* is medically unable to work. In the event the *unit member's* physician's verification is unacceptable to the District, the District may require the *unit member* to secure a certificate from a physician appointed by the District. Any cost will be paid by the District.

### 10.2 PERSONAL NECESSITY LEAVE

Credited sick leave may be used at the unit member's election for the purposes of personal necessity. Unit members shall be entitled to utilize up to eight (8) days of personal necessity leave. Additional available sick leave days may be used for purposes of personal necessity based upon extenuating circumstances upon written prior approval of the Superintendent. Personal necessity leave shall be limited to:

1. Serious illness or death of a member of the unit member's immediate family (see definitions).
2. Accident involving person or property of the person or property of the *unit member's* immediate family.
3. Paternity.
4. Religious observance.
5. Appearance in any court or before any administrative tribunal as a litigant.
6. Other personal necessities which require immediate attention and cannot be dealt with during off duty hours.

Unit members shall submit a request for personal necessity leave approval on a district-approved form to the immediate supervisor not less than three (3) working days prior to the beginning date of the leave. The prior approval required for personal necessity shall not apply to reasons 1 and 2 above. When prior approval is not required, the unit members shall make every reasonable effort to comply with district procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

## **ARTICLE 10 - LEAVE** (continued)

Personal necessity is not intended to be used in conjunction with holiday or vacation scheduling.

No days of personal necessity leave shall accumulate from one year to the next.

### 10.3 **ABSENCE DUE TO BEREAVEMENT**

***Unit Members*** shall be allowed ***the following***:

- three (3) working days of absence if within 200 miles;
- four (4) working days of absence if over 200 miles;
- five (5) working days of absence if over 500 miles

***Unit members will receive*** full salary at the time, and in the event, of the death of any members of his immediate family as defined in this Agreement. Permission to use this policy for other relatives and additional days travel time may be granted by the Superintendent under extenuating circumstances. These days will not be deducted from accumulated sick leave.

### 10.4 **ABSENCE FOR JUDICIAL AND OFFICIAL COURT APPEARANCES, EDUCATION CODE SECTION 44036**

Any ***unit member*** who is required to be a witness in litigation not instituted by himself shall be allowed full salary for the first day of such required court attendance.

The amount of pay the ***unit member*** will receive will be the difference between his/***her*** regular salary and any amount earned in witness fees.

### 10.5 **MATERNITY LEAVE**

Each female unit member shall be entitled to a leave of absence for pregnancy or childbirth or conditions related thereto. The unit member shall be entitled to use sick leave allowable under appropriate sections of the California Education Code on the same basis provided for any other illness or injury. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and her doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the District. This date shall be based upon the unit member's ability to render service in her current position. The date of the unit member's return to service shall be based upon her doctor's analysis and written statement of the unit member's physical ability to render service.

### 10.6 **LEAVE OF ABSENCE - SPECIAL**

Any special request regarding absence other than illness and not specifically stated in the rules and regulations must have Governing Board approval. The request shall be submitted through the Superintendent thirty (30) days prior to the date of anticipated leave, except in cases of emergency. The District will consider each request on an individual basis.

## **ARTICLE 10 - LEAVE** (continued)

Special consideration will be given to requests for training for professional advancement. Any leave given for professional advancement would require proof of full-time student enrollment, and only one year of leave would be allowed during the tenure of the ***unit member*** in the district. In the event that leave is granted, the ***unit member*** must notify the District of intention to return to duty in the District. This notification must be made by June 1 of the year during which the leave is in effect. Failure to give notification of intention to return shall be accepted by the District as a resignation.

### **10.7 ASSOCIATION LEAVE**

The Association shall be allowed ~~ten (10)~~ ***twelve (12)*** paid days to be used in ~~whatever way the Association wants to use them~~ ***half hour increments for union business*** during the year. ***The Association shall provide advance notice, whenever possible, to the immediate supervisor and Chief Personnel Officer to minimize the impact to district operations.*** In addition, the Chapter shall be authorized release time for a total of five (5) days for each delegate, up to a maximum of three (3) delegates, to attend the annual CSEA state conference.

~~In addition to the Association Leave, the Superintendent may grant two days of administrative paid leave.~~ ***The Chapter President or designee shall be granted ten (10) hours to meet with unit members at the conclusion of the scheduled classified school site meetings. The Association shall provide advance notice to the immediate supervisor, the Chief Personnel Officer and the administrator of the site being visited. Due to urgent and/or unforeseeable conflict, the immediate supervisor may reschedule the requested leave to attend classified school site meetings.***

### **10.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

"Industrial Accident" as used in this section, is defined as any accident or illness arising directly out of or in the course of the employment of the ***unit member*** which forces him/her to be absent from work. The determination of whether an accident constitutes an "industrial accident" shall be made in accordance with the District's Workers' Compensation review process.

Procedure - the unit member who has sustained the injury shall report the injury to the immediate supervisor as soon as possible after the occurrence.

A unit member who has sustained a job related injury shall report the injury on a District approved accident form within sixty (60) days to the immediate supervisor.

10.8.1 Industrial accident leave with full pay shall be allowed for up to 60 working days in any fiscal year for any given industrial accident. When such a leave overlaps into the next fiscal year, the ***unit member*** shall be entitled to only the amount of unused leave due him/***her*** for the same industrial accident.

## **ARTICLE 10 - LEAVE** (continued)

- 10.8.2 When a ***unit member*** employed in any position is absent from his/***her*** duties on account of an industrial accident or illness, he/***she*** shall be paid such portion of the salary due him/***her*** for any month in which the absence occurs as, when added to his/***her*** temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/***her*** of not more than his/***her*** full salary.
- 10.8.3 The District reserves the right to require a ***unit member*** to furnish proof of cause of absence by a licensed physician.
- 10.8.4 When entitlement for industrial accident leave has been exhausted, the ***unit member*** shall use any sick leave, vacation, or other paid leave to which he/***she*** is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the ***unit member*** of not more than his/***her*** full salary less appropriate deductions.
- 10.8.5 The ***unit member's*** sick, vacation, and compensatory time or other available leaves shall be deducted on a prorated basis only (amount needed in addition to ***unit member's*** temporary disability indemnity award) and not a "day for a day" concept.
- 10.8.6 When all available paid and unpaid leaves have been exhausted and the ***unit member*** is not able to resume the duties of his/***her*** position, he/***she*** may elect to resign or to request a leave of absence without pay, or he/***she*** shall be placed on a re-employment eligibility list for a period of 39 months.
- 10.8.7 Any ***unit member*** receiving benefits as a result of this policy shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

### **10.9 JURY DUTY**

Except as provided for below, unit members shall be granted leave with pay if called to serve jury duty for the duration of the service. The District will pay the difference between the ***unit member's*** regular earnings and the amount he/she receives as juror fees. The unit member shall be required to submit to the District appropriate documentation to indicate the amount received as juror fees.

The unit members shall submit to his/her immediate supervisor a written notification for jury duty leave, accompanied by a copy of an official summons for jury service, no fewer than ten (10) days prior to the date on which the unit member is scheduled to appear, or as soon as possible if such notice is received less than ten (10) days prior to the time of service.

Jury duty leave will not be granted to any ***unit member*** more often than once in each school year for the same court.

If there are more than two percent of the ***unit members***, excluding management, serving jury duty at any one time, then the leave granted under this provision shall be without pay.

The District, or ***unit member***, may discuss the practicality of seeking exemption when service would tend to materially disrupt the District's operation.

## **ARTICLE 10 - LEAVE** (continued)

### **10.10 FAMILY CARE AND MEDICAL LEAVE**

#### **10.10.1 Leaves**

Eligible unit members may take leaves under this section for any federal Family and Medical Leave Act (29 U.S.C., section 2601, et.seq.) And/or California Family Rights Act of 1993 (Government Code section 12945.2) qualifying reason: 1) the birth, adoption, or foster care of a child within twelve (12) months of the birth or placement; (2) the serious health condition of the unit member's child (who is under age 18 or is 18 or older and suffers from a disability and is incapable of self-care), parent, spouse, or registered domestic partner (CFRA only); and the unit member's own serious health condition, serious illness or injury sustained in the line of duty on active duty by a military service member or veteran who is the spouse, child (regardless of age), parent or next of kin of the unit member (FMLA); or a qualifying exigency arising out of the fact that a spouse, child (regardless of age) or parent of the unit members is a covered service member on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).

#### **10.10.2 Eligibility**

Eligible unit members are entitled to up to a total of twelve work weeks (26 workweeks for an injured service member or veteran) of unpaid leave over a fiscal year (July 1 through June 30) for family care and/or medical leave, providing they have more than twelve months of service and at ***least*** one thousand two hundred fifty (1,250) hours of work in the previous twelve-month period. Unit members may take the family care and medical leave benefits provided herein intermittently in the minimum amount allowed by the District.

#### **10.10.3 Reinstatement Rights**

A unit member whose request for leave has been granted shall be guaranteed reinstatement to the same position or comparable position if his/her previous one has been eliminated upon termination of the leave.

#### **10.10.4 Twelve-Month Period**

A year, or twelve-month period, for the purposes of Article 10.10 is defined as a fiscal year, July 1 through June 30.

#### **10.10.5 Continuation of Health Benefits**

The District will maintain and pay the current monthly contributions for eligible unit members toward the payment of premiums for group health benefits throughout the period of family care and medical leaves.

## **ARTICLE 10 - LEAVE** (continued)

### 10.10.6 Coordination of Benefits

Unit members will be required to use all accrued paid vacation, other accrued time off, and any other paid or unpaid time off provided for under this Agreement such as personal leave, sick leave, floating holidays, and one hundred (100) working days differential pay, before use of family care and medical leave. Pregnancy Disability Leave for which the unit member is eligible under Government Code Section 12945 shall not count against but shall be in addition to, leave under the California Family Rights Act. However, a unit member may not be required to use sick leave during a period of leave in connection with the birth, adoption, or foster care of a child, or to care for a child, parent, or spouse with a serious health condition, unless mutually agreed to by the unit member and the District. Unit members who take leaves for their own serious health conditions will be required to use accrued sick leave in addition to accrued paid vacation, and all other paid or unpaid leaves provided for in this agreement. Unit member shall be entitled to paid parental/child bonding leave as set forth in Education Code section 45196.1 and Section 10.12 of this Agreement. Paid parental/child bonding leave shall run concurrently with any entitlement to FMLA and/or CFRA child bonding leave.

### 10.10.7 Unit Member Status

A leave for family care and medical leave shall not constitute a break in service for purpose of longevity, seniority, or any employee benefit plan.

### 10.10.8 Reasonable Notice

If a leave is foreseeable, the unit member shall provide the District with thirty (30) days' advance notice of the need for the leave and make reasonable efforts to schedule planned medical treatment to avoid disruption to the operations of the District. Notification should be provided to *the unit member's* immediate supervisor.

### 10.10.9 Medical Certification

The District may require a unit member's request for leave to care for a child, spouse, or a parent who has a serious health condition to be supported by a certification issued by the health care provider. Certification is sufficient if it states (1) the date the serious health condition commenced; (2) the probable duration; (3) that the unit member is needed to provide such care, or that the unit member is unable to perform his/her job due to the serious health condition; and (4) if intermittent leave is requested, verification of the need for intermittent leave including an estimate of the amount of leave and schedule if known. A second opinion may be requested by the District, and at the District expense, for the unit member's own serious health condition. If the two opinions conflict, a third and binding examination may be required by a mutually agreed on health provider at the District's expense. As a condition of a unit member's return from leave taken because of his/her own serious health condition, the District may require the unit member to obtain certification from his/her health care provider that the unit member is able to resume work.

## **ARTICLE 10 - LEAVE** (continued)

### **10.11 CATASTROPHIC LEAVE BANK**

#### **10.11.1 Eligibility to Use Sick Leave Bank**

Unit members shall be eligible to use catastrophic sick leave under this Article if:

10.11.1.1 A unit member suffers a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (in excess of ten [10] days); or

10.11.1.2 Taking extended time off from work creates a financial hardship for the ***unit member*** because he or she has exhausted all his or her accumulated sick leave and utilized all other accrued paid time off available.

10.11.1.3 A unit member who has exhausted all accumulated sick leave, vacation, floating holidays, and differential paid days, and who has made a donation of a minimum of three (3) days to the Bank prior to their request, shall be eligible to request sick leave from the bank.

#### **10.11.2 Eligibility to Donate to Sick Leave Bank**

A unit member may donate up to three (3) days to the Bank annually, so long as the minimum number of accumulated sick leave days available from the prior years' accumulations in the unit member's own sick leave account does not fall below ten (10) days.

The donation of sick leave by the unit member shall be irrevocable. The unit member shall file a "Classified Sick Leave Bank Deposit Form" with Human Resources. A donation to the Bank shall be a general donation from prior years' accumulations, and shall not be considered a donation to a specific unit member for his/her exclusive use. If a retiree or resigner has been working, and has accumulated sick leave, the retiree or resigner will have the opportunity to donate up to five days of their remaining sick leave to the catastrophic leave bank.

#### **10.11.3 Requesting Catastrophic Sick Leave Days from the Bank**

A unit member wishing to use this Bank shall submit a written request. The request shall clearly state the details of the catastrophe and the amount of sick leave requested.

Appropriate written verification (i.e., note from licensed treating physician) of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested.

**ARTICLE 10 - LEAVE** (continued)

10.11.4 The Sick Leave Bank Committee

The Sick Leave Bank Committee shall consider the request of the unit member within ten (10) work days of the request being filed with Human Resources. This Committee shall consist of two members selected by the District, three members selected by the Association, and one from the Human Resource Office to provide information who shall be a non-voting member of the Committee. Approval of the request shall require a majority vote of the voting Committee members. The decision of the Committee shall be final.

10.11.5 Use of Sick Leave Days from the Bank and Other Provisions

10.11.5.1 The maximum number of duty days a unit member will be allowed to request at one time for a single catastrophic illness/injury shall not exceed twenty-five (25) consecutive work days. A unit member may request a specific number of days when the request is submitted on the form available in the Human Resource Office. The unit member may request up to an additional twenty-five (25) consecutive work days, should the condition continue, by completing an additional request for consideration by the Committee.

10.11.5.2 Any days approved by the Sick Leave Bank Committee that are unused by the unit member shall be returned to the Bank.

10.11.5.3 If a unit member uses a day from the Bank, pay for that day shall be at the same rate the unit member would have received had the unit member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

10.11.5.4 Leave from the bank may not be used for illness or disability which qualifies the unit member for workers' compensation benefits unless he/she has exhausted all workers' compensation leave and his/her own paid leave.

10.11.5.5 When a unit member can reasonably be presumed to be eligible for disability retirement under PERS or, if applicable, Social Security, he/she may be asked to apply for such retirement. Failure of the unit member to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) days of the request, will disqualify the unit member from withdrawing sick leave from the Bank.

10.11.5.6 Following initial enrollment, unit members may join the Bank during the annual open enrollment period (February 1 - February 28 only).

10.11.5.7 During January of each year, the Payroll Office shall provide the Association with a statement specifying the number of days available in the Bank as of January 1<sup>st</sup> of that year and the number of days used in the previous year.

**ARTICLE 10 - LEAVE** (continued)

10.11.5.8 Donated days not used in any given year shall be carried over for use in a subsequent year and shall remain a part of the Bank. If, in any given year, the request(s) for utilization exhausts the number of days in the Bank, the Bank will be closed for the remainder of the year. By mutual agreement, the District and Association can agree to solicit unit members for an additional donation of days.

10.11.5.9 If the Bank is discontinued for any reason, the days remaining in the Bank shall be forfeited.

10.11.5.10 Hold Harmless. The Association agrees that it will not file, on its own behalf or on the behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf, or on the behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or implementation of Section 10.11.

10.12 Parental Leave

Unit members shall be entitled to paid parental leave as set forth in Education Code section 45196.1.

## **ARTICLE 11 – HOURS OF EMPLOYMENT**

- 11.1 **Workday** – The maximum number of hours of regular employment for a ***unit member*** is eight (8) hours a day and forty (40) hours a week. However, the Governing Board may employ persons for lesser periods of time. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.
- 11.2 **Workweek** – The workweek for ***unit members*** shall include the seven day period beginning with the five (5) consecutive days the ***unit member*** is regularly assigned to work. The workweek will start at 12:01 a.m. on the first day of the ***unit member's*** workweek and end at midnight on the last day.
- 11.3 **Lunch Period/Breaks** – A thirty (30) minute uninterrupted unpaid lunch break shall be provided to each unit member who works at least six (6) to eight (8) hours per day, which is separate from the regular workday, and shall be taken at the convenience of the department where the ***unit member*** works.

Each unit member who works eight (8) hours per day is entitled to ***two (2)*** fifteen (15) minute paid rest breaks each morning and each afternoon, usually taken midway during the morning and afternoon shifts.

Unit members who work ~~more than~~ three (3) ***or more*** hours per day are entitled to one (1) ~~fifteen (15)~~ ***ten (10)*** minute paid rest break per day, usually taken midway during their shift. Unit members who work ~~less than~~ four (4) ***or more*** hours per day shall be entitled to one (1) ~~ten (10)~~ ***fifteen (15)*** minute paid rest break per day, usually taken midway during their shift. The District acknowledges that unit members not otherwise entitled to a contractual break may require a brief break during their shift to attend to emergent personal business. ***(Appendix V)***

Break times and lunch times mentioned above shall not be used within the last hour of the scheduled workday, unless specifically authorized by the unit member's immediate supervisor.

- 11.4 **Overtime** – ***Unit members*** who work in excess of an eight-hour day or on weekends will be paid at the rate of time and a half for all overtime. ***Unit members*** working on a holiday shall be paid at their regular rate of pay plus time and a half for any amount of time worked. Overtime shall be distributed and rated as equally as is practical with regard to seniority among ***unit members*** in the bargaining unit within each department. ***Unit members*** who decline overtime employment more than three (3) times per school year at the request of the school district may relinquish their right to such privilege. Part-time ***unit members*** shall be compensated at the rate of time and a half for sixth and seventh day worked in one week and double time and a half if such work falls on a holiday.

11.4.1 **Long Term Overtime**

Long Term Overtime, as defined as an ongoing assignment provided to a unit member that occurs on a scheduled basis at a specific site, shall not exceed the length of one school year. Long Term overtime assignments shall be rotated on a seniority basis. Unit members that have completed a Long Term assignment shall not be eligible for a new assignment of reassignment for a period of two years, unless all other eligible unit members decline such assignment.

**ARTICLE 11 – HOURS OF EMPLOYMENT** (continued)

- 11.4.2 Whenever a ***unit member*** is called back to the job after leaving for the day, that employee shall be granted a minimum of two hours.
- 11.5 Absences – Each ***unit member*** covered by the terms of this agreement shall be responsible for the reporting of all absences on the proper District form (Form 1510). This includes any late arrivals or early departures from the existing work schedule. Failure of the ***unit member*** to fill in the proper form and submit to the immediate supervisor is a breach of this contract. ***Unit members*** may have the option of charging any time shortages to personal necessity leave, if available, or deducting such time from their salary.
- 11.6 Bilingual/Special Education Instructional Assistants – The District agrees to employ bilingual and special education instructional assistants for a minimum of four hours per day, 20 hours per week. Special Education Instructional Assistant III will be employed for 6 hours per day.
- 11.7 Compensatory Time – ***Unit members*** may not elect to take compensatory time in lieu of cash for any overtime worked. First year ***unit member*** may take compensatory time with approval of supervisor. After one year from the ***unit member's*** hire date, the ***unit member*** can only use overtime with approval of supervisor.
- 11.8 Playground Supervisor – Playground supervisors shall accrue sick leave, vacation, and holiday benefits ***in accordance with law (AB 670, Statutes of 2018), and/or as provided in contract.*** Accrual shall be based on a pro ratio basis.
- 11.9 Summer School assignment shall be offered and assigned to unit members who are currently working within the classification posted for Summer employment.

**ARTICLE 12.1 - VACATION SCHEDULE (See Appendix III)**

- 12.1.0 A vacation service year is defined as one in which a ***unit member*** is paid for 75% of the working days which fall within the normal working period for his/her position.
- 12.1.1 All vacation will be scheduled at the convenience of the District and must receive prior approval of the ***unit member's*** immediate supervisor. If the ***unit member*** is unable to take his/her annual vacation, the amount not taken shall accumulate for use the following year, or be paid at the option of the District.
- 12.1.1.1 Regular ***unit members*** who work less than twelve (12) months shall take their earned vacation during the winter and/or spring recesses. In the event a ***unit member*** is entitled to more days vacation than are available during the winter and spring recesses, the ***unit member*** shall take the extra vacation at a time convenient to both the ***unit member*** and the supervisor.
- 12.1.2 Earned vacation shall become a vested right after the first six (6) months of employment. Vacation allowance is based on date of hire.
- 12.1.3 All vacation must be earned prior to utilization, except for actively employed unit members who have worked in the District ***seven (7)*** years or more, shall be advanced their full vacation allotment at the beginning of the year and an appropriate number of days (usually 10 or 11) shall be reserved for use during winter and spring breaks. In the event of an emergency, the District may make an exception to this provision.
- 12.1.4 If a ***unit member*** is terminated and had been granted vacation which was not yet earned at the time of termination, the District shall deduct from the ***unit member's*** severance check the full amount of salary which was paid for such unearned days of vacation taken. Upon separation from service, the ***unit member*** shall be entitled to lump sum compensation of all earned and unused vacation, except ***unit members*** who have not completed six (6) working months employment at regular status.

12.1.5 Vacation Allowance

	12-month <b><u>Unit Members</u></b>	10-month <b><u>Unit Members</u></b>
1 through 3 years of service	10 days	8-1/2 days
4 through 10 years of service	15 days	12-1/2 days
11 through 19 years of service	20 days	16-1/2 days
20 or more years of service	22 days	18-1/2 days

- 12.1.5.1 Holidays - When a holiday, as defined by this Agreement, occurs during the scheduled vacation of a unit member, the ***unit*** member will receive pay at the regular rate of pay for the holiday and shall not be charged a vacation day for the absence on the holiday.

## ARTICLE 12.1 - VACATION SCHEDULE (See Appendix III) continued

- 12.1.5.2 Vacation Pay: Pay for vacation days shall be equivalent to the unit member's regular rate of pay at the time the vacation is taken.
- 12.1.5.3 Written Statement: The District shall provide each unit member a written statement of accrued and used vacation hours by October 10 of each year.
- 12.1.5.4 Effective June 30, 2010, current **12-month** unit members with unused vacation days exceeding two (2) years shall receive a one-time payoff for the balance of their vacation in excess of one year. Thereafter, unit members' vacation accrual shall be capped at a maximum of two (2) years.

## ARTICLE 12.2 - HOLIDAYS

(See Appendix III - A through CL-14)

**2018-2019 calendars**

- 12.2.1 Scheduled Holidays: All **unit members** who are a part of the classified service are entitled to the following holidays at full pay (12-month classified employees):
- Independence Day
  - Labor Day
  - Veterans' Day
  - Thanksgiving Day
  - Thanksgiving Recess
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
  - New Year's Day
  - Martin Luther King, Jr. Day
  - Lincoln's Day
  - Washington's Day
  - Classified Spring Holiday (Friday of Spring Break)
  - Memorial Day
- 12.2.2 Floating Holiday - One additional holiday designated as a "floating holiday" shall be granted each **unit member** in the bargaining unit on a date to be selected by the **unit member**, with his/her supervisor's approval. In lieu of observing Admission Day, each **unit member** in the bargaining unit shall be granted a second "floating holiday" on a date selected by the **unit member** and approved by the **unit member's** supervisor. Floating holidays must be utilized in the year accrued. Under extenuating circumstance, where a floating holiday cannot be used in the same year granted, the District shall pay for unused floating holidays.

## **ARTICLE 13 - EVALUATION OF CLASSIFIED PERSONNEL**

- 13.1 Statement of District Philosophy on Evaluation of Classified Personnel Performance - The Buena Park School District believes that the evaluation of all aspects of the operational and maintenance system is necessary to the District's success. A prime concern is the evaluation of the District's classified personnel which involves:

- 13.1.1 A planned program to keep the *unit members* informed of their performance strengths and weaknesses.
- 13.1.2 A stimulus for *unit members* to make conscious efforts to improve their competency.
- 13.1.3 A means for cooperative development of mutually understood standards and criteria for their particular service rendered to the district.
- 13.1.4 A method of measuring *unit member* success and to insure that only capable, qualified *unit members* are retained in the District.

The Buena Park School District expects the evaluation of all personnel performance to be positive in nature. Those responsible for performance evaluation are expected to follow orderly methods of identifying strengths and deficiencies and to extend assistance for remediation of deficiencies, and to maintain accurate and impartial objective records in this area.

- 13.2 Evaluation Procedures - All new *unit members* in the District will receive an evaluation on the appropriate form within 30 days after they have been employed by the District. At the end of the fifth month worked, a second evaluation will be made of the *unit member's* performance standards. All other *unit members* in the District will receive one evaluation per year with the following exception. If the evaluator finds a permanent *unit member's* performance lacking at any time during the school year, the reasons shall be set forth in specific terms and identification will be made of specific ways in which the *unit member* may improve and what assistance shall be given by the evaluator in the remediation of the deficit areas. If failure persists, then the mechanisms for termination of the *unit member* will begin. In the event disagreement develops over the evaluation, the *unit member* shall solve the dispute with the District Superintendent or his designee. Where a permanent *unit member's* performance is up to the standards of the District, the evaluator will submit one evaluation per year on said *unit member*. The evaluation shall be due on or before 45 calendar days prior to the end of the school year.

- 13.3 Personnel Files

- 13.3.1 A *unit member* shall be provided all evaluation material before it is placed in the *unit member's* personnel file. The *unit member* shall also be given an opportunity to initial and date the material and to prepare a written response to such material. Such review shall take place during normal business hours and the *unit member* shall be released from duty for this purpose without salary reduction.

**ARTICLE 13 - EVALUATION OF CLASSIFIED PERSONNEL** (continued)

A written response must be prepared within the (10) days after receipt of the evaluation material by the *unit member*. The evaluation material as well as any written response by the *unit member* shall be filed after the ten (10) day period as described herein has expired. A *unit member's* response shall not change the evaluation.

- 13.3.2 The contents of all personnel files shall be kept in the strictest confidence.
- 13.3.3 The District shall maintain the *unit member's* personnel files at the District's central office. Any files kept by the *unit member's* immediate supervisor shall not contain any material not found in the District's files.
- 13.3.4 At the *unit member's* request, any negative evaluations placed in the *unit member's* personnel file may be sealed after two years providing the cause of the negative evaluation has been corrected. Written material placed in a *unit member's* personnel file which is two years or older may not be used as the basis for discipline.
- 13.3.5 A *unit member* has the right to give written permission to a CSEA representative to look at his/her personnel file.
- 13.3.6 The classified evaluation form will be changed. The words "attendance" will replace the "number of days absent this period."
- 13.3.7 Signing the evaluation form means the *unit member* received it, but did not necessarily agree with it.
- 13.3.8 A unit member who is receiving a negative evaluation has the right to have a union representative at the meeting.

## **ARTICLE 14 – CLASSIFIED TRANSFER POLICY**

### **14.1 Transfers – Definition**

Transfer is the change in the ***unit member's*** worksite from one school to another without change in classification, change from one reclassification to another at the same salary range when the ***unit member*** possesses the necessary qualifications, or a movement from one classification to a lower classification at the ***unit member's*** request.

### **14.2 Involuntary Transfers**

14.2.1 Unit members are subject to transfer, within their current classification, to any location and department in the District, whenever a change is considered to be in the best interest of the District. Where possible, a written two-week notice shall be given to a unit member in advance of the transfer taking effect.

14.2.2 Whenever a ***unit*** member objects to an involuntary transfer, he/she may request and shall be granted a meeting prior to the actual transfer with the immediate supervisor involved for the purpose of discussing the reasons for the transfer.

### **14.3 Voluntary Transfers**

14.3.1 The Association shall be routinely notified by the District of open unit positions. Such notification shall be made to unit members via email, on or about the 1<sup>st</sup> and 15<sup>th</sup> of each month. The District shall also post all classified vacancy notices on the designated CSEA bulletin board at each District campus for not less than (5) days. The District and Association encourage unit members to regularly review postings and file electronic applications at <https://www.edjoin.org>.

14.3.2 For purposes of this section, a vacancy is defined as a position the District does not intend to fill through involuntary transfer.

14.3.3 A ***unit member*** may request a voluntary transfer at any time. Such requests shall be made on a "Transfer Request/Application Form" provided by the District, and shall be maintained for six months. ***Unit members*** who have transfer forms on file shall be contacted via telephone or email when a position to which they have requested a transfer to is open.

14.3.4 A unit member may submit in duplicate the written transfer request form to the Classified Personnel office. Time and date of the receipt of the transfer request shall be recorded by the Personnel Office. Upon request, a stamped copy shall be provided to the requesting unit member.

## **ARTICLE 14 – CLASSIFIED TRANSFER POLICY (continued)**

14.3.5 All unit members who meet the stated qualifications for a vacancy may be required to:

- a. be interviewed personally; and/or
- b. complete a written examination; and/or
- c. complete a “skill” demonstration examination.

If more than one (*I*) unit member wishes to be transferred to a particular vacancy, the vacancy shall be filled on the basis of qualifications. If the qualifications are considered equal, seniority shall be considered the determining factor.”

1. *An increase of hours within the same classification, shall be filled with current internal permanent unit members, probationary unit members, then outside candidates.*
2. On all position openings that do not involve the lateral transfer process, the District shall advertise the opening internally and outside simultaneously. Posting will occur on the first day *the* outside posting occurs.
3. Any permanent ***unit member*** who applies shall be tested by a written and hands-on process appropriate for the position for which they are applying. Following successful passage of written and hands-on testing, the applicant will be reviewed by the interview panel.
4. The interview panel shall consist of an odd number. Minimally, the makeup will be a representative of ***CSEA***, ***BPTA***, and ***Management***. The CSEA representative shall be selected as provided in Articles 5.7 of this Agreement.
5. If an applicant is a permanent ***unit member*** and passes the required written testing, hands-on testing, and interview process, the permanent ***unit member*** shall be awarded the position. If a permanent ***unit member*** is not selected, the ***unit member*** may request a meeting with the Human Resources Director.
6. The interview panel would then be instructed to interview substitute and outside applicants.

### 14.3.5.1 Posting of Job Openings

All classified job postings will be provided to the Association in accordance with article 14.3.1.

### 14.3.5.2 Interview Notification

Human Resources will notify the ***Chapter President*** and ***Vice President*** indicating the date, time, and location of the interview.

**ARTICLE 14 – CLASSIFIED TRANSFER POLICY (continued)**

14.3.5.3 **Interview Panel Selection**

Process: Human Resources is to contact the ***Chapter President*** to identify the person who will serve on the interview team. In the event the ***President*** is not available, Human Resources will contact the ***Vice-President*** to identify the person who will serve on the interview team.

14.3.6 Within (5) working days of being notified of non-selection for transfer a unit member may request in writing a statement of reason(s) from the Superintendent or designee for the non-selection. A written statement of reason(s) will be provided within seven (7) working days of the Superintendent's or designee's receipt of the request.

14.3.7 ***Unit members meeting the minimum requirement applying for a change of position will only be expected to retake the portion of the exam that they did not previously pass, within the current fiscal year or subsequent fiscal year.***

## **ARTICLE 15 - LAYOFF AND REEMPLOYMENT**

**(See Appendix II)**

The parties agree that this Article is the complete agreement of the parties with regard to the implementation and effects of all layoffs which may occur during the term of this collective bargaining agreement. All layoffs and reemployments shall be conducted in strict compliance with state statutes.

### **Reason for Layoff**

*Layoff for lack of funds or layoff for lack of work includes any reduction in hours of employment or assignment to a class or grade lower than that which the unit member has permanence, voluntarily consented to by the unit member, in order to avoid interruption of employment by layoff. A reduction in hours shall be considered a layoff for the purpose of this Article. CSEA shall retain the right to negotiate the decision and effects of layoff.*

#### **15.1 Procedures:**

- 15.1.1 Whenever a **unit member** is laid off, the order of layoff within the class shall be determined by length of service. The **unit member** who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.
- 15.1.2 For employment commencing after September 5, 1986, "length of service" shall be defined to include the hire date of that **unit member** as a regular probationary or permanent **unit member** in the class, plus any service in higher classes, with deductions for any unpaid time as defined below. This length of service computation shall be known as the adjusted class hire date.
- 15.1.3 The District shall prepare a seniority list for all classified positions in the bargaining unit prior to the implementation of any action taken by the Governing Board to reduce the classified staff.
- 15.1.4 A copy of the seniority list shall be posted at each school site by the end of the first trimester of the school year. **Unit members** in the bargaining unit shall have five days to review the seniority list and advise the Superintendent of any errors, omissions, or discrepancies in the seniority list.
- 15.1.5 The District shall, within five days, review the **unit member's** complaint and determine if there is an error, omission, or discrepancy in the seniority list.
- 15.1.6 The District may issue notices of layoffs to affected **unit members** as soon as all errors, omissions, or discrepancies with regard to the seniority list are resolved or as soon as it is determined that the error, omission, or discrepancy will not affect the positions to be terminated.
- 15.1.7 The District shall give an affected **unit member** a minimum of 60 days' notice of layoff.

## **ARTICLE 15 - LAYOFF AND REEMPLOYMENT** (continued)

15.1.8 The notice shall state the date the layoff is effective, the date the Governing Board took action to eliminate the positions, the ***unit member's*** bumping rights, ***unit member's*** reemployment rights, and copies of Education Code Sections 45115, 45117, and 45308. The notice shall also contain a written attachment for the ***unit member*** to sign and acknowledge receipt of the notice of layoff and to notify the District as to whether the ***unit member*** wishes to exercise his or her bumping rights.

***15.1.9 A unit member shall not be laid off if a substitute or short-term unit member is retained to render a service where the unit member meets the qualification.***

### 15.2 **Bumping Rights:**

15.2.1 **Unit members** who are given notices of layoff shall have displacement or bumping rights as herein agreed.

15.2.2 When a position in a classification is reduced or eliminated, the most junior ***unit member*** in the classification shall be given a notice of layoff. The most junior ***unit member*** in the classification may exercise his or her bumping rights as follows:

15.2.2.1 To a position in a lower classification within the class for which the ***unit member*** possesses greater seniority than the incumbent (if more than one such position exists, the ***unit member*** shall bump the incumbent with the least seniority).

15.2.2.2 To a position in a classification in an equal or lower class for which the ***unit member*** has previously served and the ***unit member*** possesses the minimum qualifications for the position and greater seniority than the incumbent.

15.2.2.3 An ***unit member*** whose position is eliminated may displace the ***unit member*** within his/her class who has the least seniority regardless of differences in assigned shift hours (i.e., 7:30 a.m. to 4:00 p.m. or 2:00 p.m. to 11:00 p.m.), location, or source of funding.

15.2.3 **Unit members** who are laid off shall exercise bumping rights into any classification, within a current or previously held class, providing they meet minimum qualifications and providing that the classification in which they are bumping is equal or lower than that classification in which the ***unit member*** has served.

## **ARTICLE 15 - LAYOFF AND REEMPLOYMENT** (continued)

- 15.2.4 Seniority in all lower classifications shall be determined by seniority in that classification plus higher classifications. ***Unit members*** who exercise bumping rights retain their reemployment rights to the class, the classification, and the hours of employment for which originally laid off. ***Unit members*** who are bumped by a more senior ***unit member*** shall be free to exercise their bumping rights.
- 15.2.5 A ***unit member*** must exercise their bumping rights within the timelines provided in the layoff notice or they shall forfeit the right to bump. The involved parties may mutually agree to extend the agreed upon timelines.
- 15.2.6 ***Unit members*** who take a voluntary demotion or ***unit members*** who exercise their bumping rights shall be placed at the step of the appropriate range which is closest to their current rate of pay.
- 15.2.7 If two or more ***unit members*** subject to layoff have equal adjusted class hire date seniority as defined above, then the preference shall be given to the ***unit member*** with the earliest class hire date seniority. "Class hire date seniority" shall be defined to mean the date that a ***unit member*** was hired in that class, regardless of time spent on unpaid leave or other adjustments. If class hire date seniority is equal, then the preference shall be given to the ***unit member*** with the earliest regular hire date seniority. "Regular hire date seniority" shall be defined to mean the date that a ***unit member*** was hired as a probationary ***unit member*** in the District. If regular hire date seniority is equal, the preference shall be given to the ***unit member*** with the earliest District hire date seniority. "District hire date seniority" shall be defined to mean the date that a ***unit member*** was hired into the District, regardless of whether or not hired as a regular or temporary (i.e., substitute or short term) ***unit member***. If District hire date seniority is equal, the decision shall be made by random selection. Random selection shall consist of drawing of names. Representatives of impacted bargaining units and the District shall be present at the drawing.
- 15.2.8 If a ***unit member*** waives bumping rights, he/she will be placed on the appropriate reemployment list.
- 15.2.9 No ***unit member*** can be bumped from a position if there is a vacant position in that class.
- 15.2.10 A ***unit member*** may not bump into any position with a greater number of hours assigned that would cause the ***unit member*** to become eligible for health and welfare benefits.
- 15.2.11 Reemployment shall be in reverse order of layoff.

## **ARTICLE 15 - LAYOFF AND REEMPLOYMENT** (continued)

### 15.3 Notice to CSEA

- 15.3.1 The District shall notify CSEA in writing of any proposed reduction or layoffs in the classified staff ten (10) days prior to the Board meeting in which the recommendation shall be discussed.
- 15.3.2 Upon CSEA's request, the Superintendent or the Superintendent's designee shall meet with CSEA prior to the Board meeting at which the recommendation to lay off will be discussed. At the meeting, the Superintendent or his designee shall provide CSEA with a list of positions proposed for elimination or reduction.
- 15.3.3 CSEA shall be provided with an opportunity to address the Governing Board regarding the recommendation to reduce the classified staff.

### 15.4 Retirement in Lieu of Layoff

- 15.4.1 Any ***unit member*** in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such ***unit member*** shall within ten (10) workdays prior to the effective day of the proposed layoff complete and submit a form provided by the District for this purpose.
- 15.4.2 Any ***unit member*** who is laid off for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff for lack of work or lack of funds. If he/***she*** is subsequently subject to reemployment and accepts in writing the appropriate vacant position, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed his/***her*** request for reinstatement from retirement.
- 15.4.3 The ***unit member*** shall then be placed on a 39-month reemployment list; however, the ***unit member*** shall not be eligible for reemployment during such other periods of time as may be specified by pertinent Government Code sections.
- 15.4.4 The District agrees that when an offer of reemployment is made to an eligible ***unit member*** retired under this Article, and the District receives within ten (10) workdays a written acceptance of the offer, the position shall not be filled by any person and the retired ***unit member*** shall be allowed sufficient time to terminate his/her retired status.
- 15.4.5 A ***unit member*** subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.
- 15.4.6 Any election to retire after being placed on a reemployment list shall be retired in lieu of layoff within the meaning of this section.

**ARTICLE 15 - LAYOFF AND REEMPLOYMENT** (continued)

15.5 Miscellaneous:

- 15.5.1 The District shall continue to pay for the health and welfare benefits of ***unit members*** who are laid off for a minimum of thirty (30) days from the effective date of their layoff.
- 15.5.2 The District agrees that unit members will not be asked to perform duties or functions which have been eliminated whenever practicable.
- 15.5.3 The Governing Board may grant length of service credit for time spent on unpaid leaves in the following areas: military leave, illness leave, maternity leave, and industrial accident/illness leave.
- 15.5.4 For purposes of this Article, "class" shall mean the group of positions (classification) as set forth in Appendix III under the titles Clerical/Fiscal Series, Food Service Series, Instructional Series, Maintenance/Operation/Transportation Series, and Technical Series.
- 15.5.5 For purposes of this Article, "classification" shall mean a position within the class referred to in ***Article 3*** which has a designated title, specific duties, responsibilities, and minimum qualifications, and which has a designated salary range established for each such position.
- 15.5.6 A laid off ***unit member*** on the 39 month rehire list may apply and be interviewed for any position for which they meet minimum requirements. Laid off ***unit members*** will be interviewed in conjunction with the ***unit member*** applicant pool and prior to outside candidates.

## **ARTICLE 16 - SAVINGS PROVISION**

If any provisions of this agreement are found to be contrary to law by the Public Employment Relations Board or a Court of Competent Jurisdiction, said invalid provisions shall be severed but such finding shall not affect the validity of the remainder of this Agreement.

## **ARTICLE 17 - SAFETY CONDITIONS OF EMPLOYMENT**

- 17.1 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 ***unit members*** to their immediate supervisor. ***Unit members*** shall complete reports required by the District relating to the violations described herein.
- 17.2 ***Unit members*** shall be provided coverage under the terms and conditions of the District Workers Compensation Program and illness leave provision for any injury or illness arising out of or in the course of their employment.
- 17.3 All ***unit members*** have the responsibility to submit reasonable written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, California State Compensation Insurance Fund, AHERA (Asbestos Hazardous Emergency Response Act, 40CFR, Part 763), and the provisions of the school district fire and liability insurance programs.
- 17.4 All ***unit members*** covered by this Agreement shall be compensated for any theft, damage or destroyed personal property to the maximum of \$300.00 per incident. Personal property to be defined as that personal property that is necessary in the line of employment and which use has been approved by the ***unit member's*** immediate supervisor.
- 17.5 All ***unit members*** have the responsibility to submit written recommendations to the District regarding the maintenance of safe working conditions, facilities, and equipment, repairs and modifications, and other practices designed to insure compliance with applicable standards of the California Occupational Safety and Health Act, Labor Code Section 6400, and the provisions of the school district fire and liability insurance programs.

## **ARTICLE 18 - SUPPORT OF AGREEMENT**

The District and the Chapter 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 Chapter 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 except by mutual agreement of the District and the Chapter.

## **ARTICLE 19 - CONTRACTING OUT**

- 19.1 Except as provided below, the District agrees that during the term of this agreement, it will not contract out work that has been customarily and routinely performed or is performable by unit members covered by this agreement and then only if the contracting proposed is specifically permitted by law. Work customarily and routinely performed or performable by unit members which is of an emergency nature affecting health, safety, and welfare of students or ***unit members*** shall not be subject to this provision. Further, work that has in the past been contracted out by the District shall also not be affected by this provision.
- 19.2 No contract for services which would affect ***unit*** members in regards to wages, and/or hours, shall be let until CSEA has been given written notice of the District's proposed action no less than twenty (20) days in advance. After the notice has been given, CSEA shall, as soon as possible but no less than seven (7) days, present any demands to bargain over a decision to contract out and the effects thereof.

## **ARTICLE 20 – BUS DRIVER ASSIGNMENTS**

- 20.1 Assignment to routes shall be accomplished through implementation of a process of selection by the drivers with the final assignment subject to approval by the Director of Transportation.
- 20.1.1 Proposed route assignments including hours of duty, bus number and stops will be posted in the transportation lounge at least forty-eight (48) hours before the date for selection.
- 20.1.2 The process of selection shall begin with the driver having the greatest seniority as to the date of selection indicating first choice. In order of seniority, the driver will “bid on” (select) a route assignment.
- 20.1.3 All routes will be subject to this process.
1. The Buena Park School District maintains the right to modify transportation bid routes dependent upon the needs of increased/decreased student load capacity, increased/decreased students at bus stops, change in school time schedule.
  2. The California School Employees Association, Chapter #569, maintains the right to negotiate requests by bus drivers who wish to change a bid route to personally accommodate a bus driver.
- 20.1.4 The Director of Transportation will have available the list of those drivers who are not qualified or have an unacceptable safety record. He/*She* will announce to the person bidding that he/she cannot bid on specific routes. The driver can select from those routes remaining. Any disqualification shall be placed in writing within 48 hours following the bid process and must be substantiated by prior written documentation supporting the reason(s) for disqualification.
- 20.1.5 Route assignments shall remain in effect for the entire school year. If a route becomes available during the school year, it will be posted. Drivers will indicate their interest by signing the posting. The driver with the highest seniority will be given the route assignment if he or she is deemed to possess the necessary qualifications and has an acceptable safety record. Any disqualification shall be placed in writing within 48 hours and must be substantiated by prior written documentation supporting the reason(s) for disqualification.
- 20.1.6 The next vacated route will be assigned at the Director of Transportation’s discretion.
- 20.1.7 Any driver having to forfeit a route shall receive the training and instruction necessary to afford an opportunity to be qualified for the ensuing year’s bid.
- 20.2 The District shall assign specific times for routes. Kindergarten runs may be incorporated as part of the regular six (6) hour workday.
- 20.3 Each month, the Administration shall post the hours worked by columns (including daily guaranteed hours, activity trips, special needs, miscellaneous and extra coverage)

## **ARTICLE 20 - BUS DRIVER ASSIGNMENTS** (continued)

and hours declined for the month and YTD totals for extra time, declined hours, and total hours by each individual bus driver through the preceding month. The monthly totals will be published and posted in the Driver's Lounge on the south wall. An annual total of hours will be posted by June 30 of each year.

20.3.1 A current master schedule will be posted in the District Transportation Lounge which will include the various daily routes and who is assigned to these routes.

20.3.2 Drivers shall receive in their mail boxes by each Thursday a notice of the upcoming week's extra hour assignments including dates and times involving that driver.

When a driver is out due to injury, illness, or approved leave, the driver will be charged for any missed extra time as declined hours. They will rejoin the rotation for extra hour assignments upon their return.

20.4 An updated bus driver seniority list will be posted the first working day of each year. This list will be updated during the school year whenever assignments are reopened. This list shall contain the expiration date of drivers licenses and certificates.

20.5 Bus drivers shall be guaranteed a minimum of six (6) hours per day, ten (10) months per year.

20.6 The District shall pay for any certificate or license fees required in the performance of their duties. This cost is to be reimbursed to the District by the driver should the employee terminate his/her employment with the District within 12 months of incurred cost.

20.7 All extra hours and/or overtime assignments exceeding six (6) hours per day or thirty (30) hours per week shall be distributed equitably among eligible drivers. The District will schedule extra time and/or overtime hours whereby all eligible drivers will receive approximately the same number of extra time and/or overtime hours within + or - 10% (between highest and lowest seniority driver) by June 30 of each year.

20.7.1 Activity trip/Extra hour assignment rotation will NOT be done by seniority. In determining rotation, all extra hour assignments and "Hours declined" will be totaled. The Driver having the LEAST amount of hours will be offered the next available assignment.

When a driver has accepted an extra hour assignment and is unexpectedly absent the day of the trip or run, the driver will be charged for the extra time missed over their six (6) daily hours as declined hours, but this will not exclude them from the Activity Trip/Extra hour assignment rotation.

When a new driver has been hired full-time during the school year, they shall be charged the "total hours" of the driver with the least seniority provided it is within 10% + or - of the driver with the most seniority to start. Then the driver shall enter the rotation for Activity trip/Extra hour assignments and does not have to be caught up.

**ARTICLE 20 - BUS DRIVER ASSIGNMENTS** (continued)

- 20.7.2 “Advance trips” may be requested by a driver who has never been to the destination before. These trips will be taken while the driver is in paid status.
- 20.7.3 “ACCEPTED OR DECLINED EXTRA HOURS” Notices for any extra hour assignments (i.e. activity trips, covering k-run, bus evacuations, etc.) shall be placed in the drivers mail box. Extra hour assignment notices shall be returned to dispatch signed and marked accepted or declined by the end of the following business day to be appropriately accounted for as charged hours. Administration will provide the driver a copy within 48 hours. Declined runs will be offered to next qualified and available driver(s) with the lowest hours. A driver that is asked to replace the original recipient but is unable to do the assignment will not be charged for the declined hours. However, replacement driver shall respond immediately to assure the extra hour assignment is covered.
- 20.8 Overtime shall not conflict with a driver’s regular schedule. In an emergency, the District maintains the right to adjust driver schedules. Except in situations where the driver is presently on a trip and a change in the schedule is communicated verbally, and other changes in the regular schedule shall be given to the driver in writing.
- 20.9 Fueling will be incorporated into the regular six (6) hour workday. Each bus shall have not less than half (½) tank of fuel before the commencement of a trip.
- 20.10 Bus washes will be done by the drivers as part of their regular six (6) hour workday and each bus will be washed monthly, or as often as needed. Each driver will be responsible for keeping his/her bus interior swept and cleaned on a daily basis. This will also include the windows. Drivers will receive an additional one (1) hour pay for washing buses in the event it cannot be incorporated into their six (6) hour workday. Drivers must obtain supervisor approval in advance.
- 20.11 Whenever possible, meetings called by the Director of Transportation or the District will be during drivers’ paid status.
- 20.11.1 Mandatory safety meeting will be held once a month for one hour. Meetings will be arranged by the Director of Transportation.
- 20.12 Substitute bus drivers will be on an “on call” basis with no guarantee of minimum hours or days.
- 20.12.1 No work that can be given to a regular driver shall be given to a substitute unless deemed necessary by the Director of Transportation in order to meet departmental demands.

**ARTICLE 20 - BUS DRIVER ASSIGNMENTS** (continued)

- 20.13 Drivers will be responsible for the timely completion of paperwork, including, but not limited to:
- 20.13.1 Time Card/Time Sheet
  - 20.13.2 Daily Bus Inspection Report
  - 20.13.3 Maintenance - Repair Request
  - 20.13.4 Load Count and Mileage Report
  - 20.13.5 Fuel Accounting
  - 20.13.6 Fuel Trip Bus Evacuation (signed off)
  - 20.13.7 Trip Sheet (Field Trips)
- 20.14 The District's Transportation Department will have an updated "Procedure Book" available for all drivers on the first working day of each year.
- 20.14.1 All changes in procedure or directives will be put in writing to be added to each drivers Procedure Book.
- 20.15 The District will furnish uniforms for bus drivers *biannually*.
- 20.16 Specialized training, including mountain/snow trip training will take place every school year. At the first of the school year, drivers will sign a posting to indicate their interest in receiving such training. Drivers having the highest seniority will receive such training. One (1) driver (or more, where the need so indicates) shall be trained each school year. This process of selection does not guarantee qualification, only an opportunity to be qualified. Completion and competency will be determined by the District's State Certified Trainer.
- 20.16.1 Drivers who have completed District mountain training, and have participated in at least (1) mountain trip during the school year, shall receive a \$125 annual stipend.
- 20.17 The purpose of video cameras and video recording equipment installed in all District buses shall be solely for the purpose of providing for student and driver safety.

## **ARTICLE 21 - NONDISCRIMINATION**

- 21.1 **Nondiscrimination** - In the administration of this Agreement, neither the District nor the Association shall discriminate against any ***unit member*** because of that ***unit member's*** race, color, sex, religious creed, national origin, ancestry, age, physical or mental disability, medical condition, marital status, or union membership, nor harass a ***unit member*** on account of any reason referred to herein.
- 21.2 **Interpretation** - This article shall be interpreted in accordance with applicable federal and state law. For purposes of this section, harassment shall have the same meaning as given that word in Title 2, Section 7287.6 of the California Administrative Code and includes verbal harassment (epithets, derogatory comments, or racial slurs), physical harassment (physical interference, assault, impeding movement), visual harassment (derogatory posters, cartoons or drawings), and sexual harassment (unwelcome sexual advances).
- 21.3 **Reasonable Accommodation** - In the administration of this Agreement, the District and the Association will provide reasonable accommodations to qualified ***unit members*** with a disability and to ***unit members*** based upon their religious tenets. The need for and extent of such accommodations shall be determined by the District in accordance with its interpretations of the requirements of the Americans with Disabilities Act and Title VII of the Civil Rights Act of 1964, even if such accommodations may be in conflict with another provision of the Agreement.
- 21.4 **Waiver of Contractual Rights** - If a ***unit member*** claiming a violation of this Article elects to proceed to an administrative agency or to court after the filing of a grievance or at any time prior to an arbitrator issuing an advisory decision pursuant to Article 6, Section 2 of this Agreement, the grievance shall be considered withdrawn.

## **ARTICLE 22 – WORKING CONDITIONS**

- 22.1 The District will provide necessary tools and training for *unit members* requiring them for their job.
- 22.2 The District will provide mandatory risk management inservices for all *unit members* on a regular basis.
- 22.3 The District and CSEA shall work together to provide workshops/training for unit members specifically related to job functions and shall also encourage members to continue their education.
- 22.4 The District and *unit members* are representatives to the public. As such, their dress, should reflect a professional business demeanor, consistent with Governing Board Policy 4219.22, as adopted October 27, 2014. *Unit members* provided uniforms by the District shall wear such uniforms in the performance of their respective duties.
- 22.5 *The District will provide mandatory child abuse reporter training for all unit members on a regular basis.*

## **ARTICLE 23 - RECLASSIFICATION**

*(See attached Memorandum of Understanding dated September 30, 2019, for amendments noted herein ).*

- 23.1    Reclassification of a unit member's job classification may be sought only for the accretion of higher level duties, not for workload increases.
- 23.2    Such requests must include documentation indicating specific duties that have accreted to and are not otherwise captured in the existing job description; the approximate timing and circumstances when such accreted duties began and the frequency of such duties; and the approval of unit member's immediate supervisor and the CSEA Chapter President. A request for reclassification may be submitted to the Human Resources Department for consideration between July 1 and December 30 of each year.
- 23.3    A request may be submitted only by a unit member(s) who has had permanency in the position for three (3) years.
- 23.4    Within 30 days of receipt, the District shall review with the requesting unit member(s) process, criteria, and expected timeline to evaluate the reclassification request.
- 23.5    Unless the parties mutually agree to resolve issues underlying a job reclassification request, findings and recommendations resulting from a reclassification study or District proposal (including retroactive pay, revision to compensation schedules and/or job description), shall be forwarded to the respective District and CSEA negotiations Chairpersons for consideration and final agreement within the collective bargaining process.
- 23.6    The District retains all rights to at any time review and/or study the duties and compensation plans for unit members. Should the District elect to conduct a formal job classification study of CSEA classifications, it shall notify the CSEA President.

## ARTICLE 24 - EMPLOYEE DISCIPLINE

### **24.1 Definition**

*Disciplinary action includes any action whereby a unit member is subject to a verbal warning, written warning, written reprimand, suspension, demotion, or dismissal.*

### **24.2 Grounds for Disciplinary Action**

*Disciplinary action shall be imposed on permanent unit members only for cause. The most common causes for disciplinary action include, but are not limited to the following:*

*24.2.1 Incompetency - a pattern of below standard work performance*

*24.2.2 Inefficiency - the continued inability or non-willingness to perform lawfully assigned duties or not following instructions of a supervisor.*

*24.2.3 Insubordination - knowingly refusing to perform lawfully assigned duties or not following instructions of a supervisor.*

*24.2.4 Abandonment of position - absence of three consecutive working days without notification or permission.*

*24.2.5 Absences - unexcused absences, abuse of sick leave, absence without notification or failure to follow appropriate call-in procedures.*

*24.2.6 Tardiness - repeated and unexcused tardiness in reporting to work at assigned time and leaving early without authorization.*

### **24.3 Progressive Discipline**

*In situations where a unit member's conduct warrants progressive discipline, the following procedures shall be followed by the immediate supervisor. It is understood that some offenses may warrant the starting of discipline at the step other than 24.3.1 In some situations, a unit member's conduct may warrant termination without progressive discipline.*

*24.3.1 Verbal Warning - a discussion at an informal meeting between the unit member and supervisor regarding the unit member's performance.*

*24.3.2 Written Warning - a written memo to the unit member which states the unacceptable conduct or specific performance which needs to improve.*

**ARTICLE 24 – EMPLOYEE DISCIPLINE** (continued)

- 24.3.3 **Written Reprimand** - a written memo to the unit member regarding the continued failure to improve. Improvement Plan will be developed when appropriate. This is a plan for improving the unit member's performance which is developed with input from the unit member. The plan must be completed on the attached form. This Written Reprimand, along with the Performance Improvement Plan, if any, and the Written Warning, will be placed in the unit member's personnel file.
- 24.3.4 **Suspension** - the unit member may be suspended by the Governing Board for up to thirty (30) days without pay. Exception: May be longer than thirty (30) days for specific crimes under investigation in accordance with Education Code definition.
- 24.3.5 **Demotion or Dismissal** - in the event the unit member's behavior continues for the same or substantially related cause, demotion or dismissal will result.

## **ARTICLE 25 - COMPLETION OF MEET AND NEGOTIATION**

### **Duration**

**25.1** This contract shall become effective July 1, **2018**, and it shall continue in full force and effect up to and including June 30, **2021**, at which time either party may terminate this contract by notifying the other party, in writing, at least ninety (90) days prior to July 1, **2021**, of its intention to terminate this contract, and submitting a written proposal for a successor agreement. If no such notification of termination is given, this contract shall automatically continue in full force and effect after June 30, **2021**, for successive renewal periods of one (1) year each, subject to the right of either party to terminate this contract at the end of any such renewal period by notifying the other party, in writing, at least ninety (90) days prior to the end of such renewal period, of its intention to terminate this contract. Successor agreement incorporates all previous tentative agreements.

### **Reopeners**

**25.2** As provided above, this agreement culminates negotiations for the 2018-2019, **2019-2020 and 2020-2021** contract years. Subjects discussed by the District and Administration not included herein shall be withdrawn.

**25.3** *It is agreed that the District or CSEA may request no more than two (2) articles for reopeners in addition to Salary and Benefits for the Collective Bargaining Agreement for each year of the agreement ending June 30, 2021. The parties may mutually agree to additional articles. All contract negotiations are hereby completed for 2019-2020 and 2020-2021 with no further reopeners.*

**25.4** For **2021**- New Three-year Contract.

IN WITNESS WHEREOF, the parties have executed this contract on **December 3, 2018**.

*(See attached Tentative Agreements dated November 1, 2019, and June 9, 2020, for amendments noted herein ).*

\_\_\_\_\_  
Dr. Ramon Miramontes  
Board Representative

\_\_\_\_\_  
Yvette Viramontes, President  
Buena Park Chapter #569  
C.S.E.A.

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

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

# APPENDIX

Appendix I	Classified Salary Ranges
Appendix II	Classification of Classified Employees
Appendix IIA	Classified <i>Employees</i> Salary Schedule
Appendix III	Calendars for Classified Employees <i>CL1-CL14 (CL11 discontinued)</i>
Appendix IV	<i>Grievance Form – Levels 2, 3 &amp; 4</i>
Appendix V	<i>Scheduled Breaks</i>
Appendix VI	<i>Classified Employee Evaluation Form</i>
Appendix VII	<i>Memorandum of Understanding dated January 23, 1998 - District agrees to provide budget documents</i>
Appendix VIII	<i>Memorandum of Understanding dated November 15, 2005 - Provisions for health and welfare benefits for unit members prior to January 1, 2006</i>
Appendix IX	<i>Memorandum of Understanding dated October 15, 2014 - Participation in Self Insured Schools of California</i>
Appendix X	<i>Memorandum of Understanding dated July 8, 2015 - BPSD Drive Through Gate Key</i>
Appendix XI	<i>Memorandum of Understanding dated March 11, 2014 - Expansion of the hours for the</i>

***Typist Clerk I position to six (6) hours per day, remaining at 10 months per year, and paid at Step 17 - will include an expansion of duties***

Appendix XII	<b><i>Memorandum of Understanding dated May 29, 2014 - Revision of the Library Media Clerk job description</i></b>
Appendix XIII	<b><i>Memorandum of Understanding dated December 18, 2017 - Computer Technician classifications</i></b>
Appendix XIV	<b><i>Memorandum of Understanding dated October 9, 2018 - Technology Specialist I Increase of Hours</i></b>
Appendix XV	<b><i>Memorandum of Understanding dated February 22, 2018 - AB119</i></b>
Appendix XVI	<b><i>Memorandum of Understanding dated May 22, 2018 - Instructional Assistant – Physical Education New Position</i></b>
Appendix XVII	<b><i>Memorandum of Understanding dated November 1, 2018 - Adding Playground Supervisors to Bargaining Unit</i></b>
Appendix XVIII	<b><i>Memorandum of Understanding dated October 16, 2018 - Health Clerk Job Description/Duties</i></b>
Appendix XIX	<b><i>Memorandum of Understanding dated October 16, 2018 - Instructional Assistant Job Description/Duties</i></b>

Appendix XX	<i>Memorandum of Understanding dated January 24, 2019 - Utility Worker</i>
Appendix XXI	<i>Memorandum of Understanding dated June 20, 2019 - New Classification Network Services Specialist</i>
Appendix XXII	<i>Memorandum of Understanding dated September 30, 2019 - Reclassifications</i>
Appendix XXIII	<i>Memorandum of Understanding dated September , 2020 - Effects of Layoff</i>
Appendix XXIV	<i>Memorandum of Understanding dated October 7, 2020 - Return Impacts and Effects (COVID-19)</i>

**Classified Salary Ranges - Buena Park School District**

Account Clerk: Child Nutrition	34	Instructional Asst III - Spec Ed (Moderate/Severe)	16
Account Clerk II: Fiscal Services	41	Lead Child Care Associate	29
Accounting Technician II	50	Library Media Clerk	23
Attendance Clerk	23	Maintenance Worker I	37
Bilingual Services Provider	17	Maintenance Worker II	50
Bus Driver	30	Mechanic I	47
Cafeteria Cook/Manager	33	Mechanic II	57
Cafeteria Worker I	4	Media Print Assistant	17
Certified Occupational Therapy Asst	45	Media Print Technician	45
Child Care Associate	10	Occupational Therapist	97
Computer Technician III	57	Payroll Technician	43
Custodian I (nights)	27	PE Paraprofessional	10
Custodian II (days)	32	Preschool Instructor	14
Family Services Specialist	37	Project Assistant	32
Grounds Maintenance Worker	34	Receptionist/Administrative Clerk	23
Health Clerk	21	School Secretary	39
Human Resources Technician	43	Secretary	41
Instructional Assistant - Toddler/Preschool	10	Secretary - Student Prog & Staff Dev	37
Instructional Assistant I - Computer Lab	10	Technology Specialist I	30
Instructional Assistant I	10	Typist Clerk I	17
Instructional Assistant II - Bilingual	10	Typist Clerk III; Typist Clerk III - Child Nutrition	25
Instructional Assistant II - Special Education	10	Warehouse Clerk	37
<b>Shift Differential:</b>			
Add \$25 per month for 10 months for Custodian I (nights)			
Add \$20 per month for 10 months for Bus Drivers			
<b>Bus Driver Specialized Training Stipend</b>			
\$125 per year (in accordance with Article 20.16.1)			
<b>Vacation:</b>	12 month	10 month	
1 through 3 years of service	10 days	8.5 days	
4 through 10 years of service	15 days	12.5 days	
11 through 19 years of service	20 days	16.5 days	
20 or more years of services	22 days	18.5 days	
<b>Longevity:</b>		<b>Playground Supervisors (Hourly Rate) Eff. 10/1/2018</b>	
Beginning with 10 years of service	3%	Step 1	\$12.00
Beginning with 15 years of service	5%	Step 2	\$13.00
Beginning with 20 years of service	8%	Step 3	\$14.00
Beginning with 25 years of service	10%	Step 4	\$15.00
		Step 5	\$15.50
<b>Utility Worker (Short Term Assignments); Hourly Rate Eff. 12/11/2018</b>			
	\$19.55		

### **Classification of Classified Employees**

#### **CLERICAL/FISCAL**

Account Clerk - Child Nutrition Services  
 Account Clerk II: Fiscal Services  
 Accounting Technician II  
 Attendance Clerk  
 Bilingual Services Provider  
 Human Resources Technician  
 Payroll Technician  
 Receptionist/Administrative Clerk  
 Secretary  
 School Secretary  
 Secretary- Student Programs & Staff Dev.  
 Typist Clerk I  
 Typist Clerk III  
 Typist Clerk III – Child Nutrition

#### **CHILD NUTRITION**

Cafeteria Cook/Manager  
 Cafeteria Worker I

#### **COMMUNITY SERVICES**

Lead Child Care Associate  
 Child Care Associate  
 Family Services Specialist  
 Project Assistant

#### **INSTRUCTIONAL**

Instructional Assistant I  
 Instructional Assistant I - Computer Lab  
 Instructional Assistant II - Bilingual  
 Instructional Assistant II - Special Education  
 Instructional Assistant III- Special Education  
 (Moderate/Severe)  
 Library Media Clerk  
 PE Paraprofessional  
 Preschool Instructor

#### **MAINTENANCE/OPERATIONS**

Custodian I  
 Custodian II  
 Grounds Maintenance Worker  
 Maintenance Worker II  
 Warehouse Clerk/Food Services  
 Utility Worker (short term)

#### **TRANSPORTATION**

Bus Driver  
 Mechanic I  
 Mechanic II

#### **TECHNICAL**

Computer Technician III  
 Media Print Technician  
 Technology Specialist I

#### **STUDENT SUPPORT SERVICES**

Certified Occupational Therapy Assistant  
 Health Clerk  
 Occupational Therapist  
 Playground Supervisor

#### **NO INCUMBENTS / Pay Step (if known)**

Account Clerk - Fiscal Services / 37  
 Accounting Technician I / 43  
 Accounting Tech II- Purchasing / 48  
 Administrative Clerk / 23  
 Cafeteria Worker II / 12  
 Computer Tech I / 30  
 Computer Tech II / 52  
 District Liaison - Child Care / 31  
 Grounds Foreman  
 Lead Grounds Maintenance Worker / 41  
 Lead Maintenance Worker / 60  
 Maintenance Worker Assistant / 12  
 Parent Educator - Bilingual / 10  
 Payroll Account Clerk /  
 Secretary - Healthy Start  
 Secretary - Maintenance & Operations / 37  
 Typist Clerk I - Food Services / 17  
 Typist Clerk I - Healthy Start / 17  
 Typist Clerk II  
 Typist Clerk II - Food Services  
 Typist Clerk II - Title 7

APPENDIX 1A  
CLASSIFIED EMPLOYEES SALARY SCHEDULE  
REFLECTS 1.25% INCREASE; EFF. JULY 1, 2020

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
1	\$15.73	\$16.53	\$17.36	\$18.22	\$19.13	1
<b>1</b>	<b>\$2,727</b>	<b>\$2,865</b>	<b>\$3,010</b>	<b>\$3,159</b>	<b>\$3,317</b>	<b>1</b>
2	\$15.88	\$16.70	\$17.53	\$18.41	\$19.34	2
<b>2</b>	<b>\$2,753</b>	<b>\$2,895</b>	<b>\$3,039</b>	<b>\$3,191</b>	<b>\$3,352</b>	<b>2</b>
3	\$16.06	\$16.85	\$17.70	\$18.59	\$19.52	3
<b>3</b>	<b>\$2,783</b>	<b>\$2,922</b>	<b>\$3,069</b>	<b>\$3,223</b>	<b>\$3,384</b>	<b>3</b>
4	\$16.22	\$17.02	\$17.89	\$18.75	\$19.71	4
<b>4</b>	<b>\$2,812</b>	<b>\$2,950</b>	<b>\$3,101</b>	<b>\$3,251</b>	<b>\$3,416</b>	<b>4</b>
5	\$16.37	\$17.17	\$18.04	\$18.95	\$19.90	5
<b>5</b>	<b>\$2,838</b>	<b>\$2,977</b>	<b>\$3,127</b>	<b>\$3,285</b>	<b>\$3,450</b>	<b>5</b>
6	\$16.54	\$17.37	\$18.23	\$19.14	\$20.10	6
<b>6</b>	<b>\$2,867</b>	<b>\$3,012</b>	<b>\$3,161</b>	<b>\$3,319</b>	<b>\$3,485</b>	<b>6</b>
7	\$16.72	\$17.56	\$18.42	\$19.36	\$20.30	7
<b>7</b>	<b>\$2,899</b>	<b>\$3,044</b>	<b>\$3,193</b>	<b>\$3,356</b>	<b>\$3,519</b>	<b>7</b>
8	\$16.87	\$17.72	\$18.61	\$19.56	\$20.52	8
<b>8</b>	<b>\$2,925</b>	<b>\$3,072</b>	<b>\$3,227</b>	<b>\$3,391</b>	<b>\$3,558</b>	<b>8</b>
9	\$17.05	\$17.91	\$18.79	\$19.74	\$20.71	9
<b>9</b>	<b>\$2,955</b>	<b>\$3,104</b>	<b>\$3,257</b>	<b>\$3,422</b>	<b>\$3,590</b>	<b>9</b>
10	\$17.24	\$18.07	\$18.98	\$19.94	\$20.92	10
<b>10</b>	<b>\$2,989</b>	<b>\$3,133</b>	<b>\$3,290</b>	<b>\$3,457</b>	<b>\$3,627</b>	<b>10</b>
11	\$17.39	\$18.28	\$19.18	\$20.15	\$21.14	11
<b>11</b>	<b>\$3,016</b>	<b>\$3,170</b>	<b>\$3,326</b>	<b>\$3,492</b>	<b>\$3,664</b>	<b>11</b>
12	\$17.57	\$18.44	\$19.37	\$20.31	\$21.33	12
<b>12</b>	<b>\$3,046</b>	<b>\$3,196</b>	<b>\$3,358</b>	<b>\$3,521</b>	<b>\$3,698</b>	<b>12</b>
13	\$17.74	\$18.62	\$19.57	\$20.54	\$21.55	13
<b>13</b>	<b>\$3,076</b>	<b>\$3,228</b>	<b>\$3,393</b>	<b>\$3,562</b>	<b>\$3,735</b>	<b>13</b>
14	\$17.92	\$18.81	\$19.76	\$20.76	\$21.80	14
<b>14</b>	<b>\$3,106</b>	<b>\$3,260</b>	<b>\$3,425</b>	<b>\$3,599</b>	<b>\$3,780</b>	<b>14</b>
15	\$18.09	\$19.00	\$19.96	\$20.95	\$21.99	15
<b>15</b>	<b>\$3,136</b>	<b>\$3,294</b>	<b>\$3,461</b>	<b>\$3,633</b>	<b>\$3,812</b>	<b>15</b>
16	\$18.29	\$19.19	\$20.17	\$21.17	\$22.22	16
<b>16</b>	<b>\$3,172</b>	<b>\$3,328</b>	<b>\$3,496</b>	<b>\$3,670</b>	<b>\$3,852</b>	<b>16</b>
17	\$18.45	\$19.39	\$20.36	\$21.37	\$22.46	17
<b>17</b>	<b>\$3,198</b>	<b>\$3,361</b>	<b>\$3,530</b>	<b>\$3,705</b>	<b>\$3,893</b>	<b>17</b>

APPENDIX 1A  
CLASSIFIED EMPLOYEES SALARY SCHEDULE  
REFLECTS 1.25% INCREASE; EFF. JULY 1, 2020

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
18	\$18.65	\$19.59	\$20.56	\$21.59	\$22.67	18
<b>18</b>	<b>\$3,234</b>	<b>\$3,397</b>	<b>\$3,565</b>	<b>\$3,742</b>	<b>\$3,930</b>	<b>18</b>
19	\$18.82	\$19.77	\$20.78	\$21.82	\$22.90	19
<b>19</b>	<b>\$3,262</b>	<b>\$3,427</b>	<b>\$3,602</b>	<b>\$3,783</b>	<b>\$3,969</b>	<b>19</b>
20	\$19.01	\$19.97	\$20.96	\$22.03	\$23.11	20
<b>20</b>	<b>\$3,296</b>	<b>\$3,462</b>	<b>\$3,634</b>	<b>\$3,819</b>	<b>\$4,007</b>	<b>20</b>
21	\$19.22	\$20.19	\$21.19	\$22.24	\$23.36	21
<b>21</b>	<b>\$3,331</b>	<b>\$3,500</b>	<b>\$3,673</b>	<b>\$3,856</b>	<b>\$4,049</b>	<b>21</b>
22	\$19.40	\$20.38	\$21.40	\$22.48	\$23.59	22
<b>22</b>	<b>\$3,363</b>	<b>\$3,533</b>	<b>\$3,711</b>	<b>\$3,897</b>	<b>\$4,090</b>	<b>22</b>
23	\$19.60	\$20.58	\$21.61	\$22.69	\$23.82	23
<b>23</b>	<b>\$3,399</b>	<b>\$3,567</b>	<b>\$3,746</b>	<b>\$3,934</b>	<b>\$4,129</b>	<b>23</b>
24	\$19.79	\$20.80	\$21.83	\$22.92	\$24.06	24
<b>24</b>	<b>\$3,430</b>	<b>\$3,606</b>	<b>\$3,785</b>	<b>\$3,973</b>	<b>\$4,171</b>	<b>24</b>
25	\$19.98	\$20.99	\$22.04	\$23.12	\$24.30	25
<b>25</b>	<b>\$3,464</b>	<b>\$3,640</b>	<b>\$3,820</b>	<b>\$4,008</b>	<b>\$4,212</b>	<b>25</b>
26	\$20.21	\$21.20	\$22.25	\$23.37	\$24.55	26
<b>26</b>	<b>\$3,503</b>	<b>\$3,675</b>	<b>\$3,858</b>	<b>\$4,051</b>	<b>\$4,257</b>	<b>26</b>
27	\$20.39	\$21.42	\$22.49	\$23.61	\$24.80	27
<b>27</b>	<b>\$3,535</b>	<b>\$3,714</b>	<b>\$3,898</b>	<b>\$4,093</b>	<b>\$4,299</b>	<b>27</b>
28	\$20.61	\$21.65	\$22.72	\$23.86	\$25.03	28
<b>28</b>	<b>\$3,572</b>	<b>\$3,753</b>	<b>\$3,939</b>	<b>\$4,136</b>	<b>\$4,340</b>	<b>28</b>
29	\$20.80	\$21.84	\$22.94	\$24.07	\$25.30	29
<b>29</b>	<b>\$3,606</b>	<b>\$3,787</b>	<b>\$3,976</b>	<b>\$4,173</b>	<b>\$4,386</b>	<b>29</b>
30	\$21.01	\$22.07	\$23.14	\$24.33	\$25.55	30
<b>30</b>	<b>\$3,643</b>	<b>\$3,826</b>	<b>\$4,012</b>	<b>\$4,218</b>	<b>\$4,429</b>	<b>30</b>
31	\$21.23	\$22.27	\$23.40	\$24.57	\$25.79	31
<b>31</b>	<b>\$3,680</b>	<b>\$3,861</b>	<b>\$4,056</b>	<b>\$4,260</b>	<b>\$4,471</b>	<b>31</b>
32	\$21.43	\$22.51	\$23.62	\$24.82	\$26.06	32
<b>32</b>	<b>\$3,716</b>	<b>\$3,902</b>	<b>\$4,095</b>	<b>\$4,303</b>	<b>\$4,517</b>	<b>32</b>
33	\$21.67	\$22.73	\$23.87	\$25.04	\$26.32	33
<b>33</b>	<b>\$3,757</b>	<b>\$3,941</b>	<b>\$4,138</b>	<b>\$4,342</b>	<b>\$4,563</b>	<b>33</b>
34	\$21.86	\$22.96	\$24.11	\$25.33	\$26.59	34
<b>34</b>	<b>\$3,790</b>	<b>\$3,980</b>	<b>\$4,180</b>	<b>\$4,391</b>	<b>\$4,609</b>	<b>34</b>

APPENDIX 1A  
CLASSIFIED EMPLOYEES SALARY SCHEDULE  
REFLECTS 1.25% INCREASE; EFF. JULY 1, 2020

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
35	\$22.09	\$23.17	\$24.37	\$25.58	\$26.83	35
<b>35</b>	<b>\$3,829</b>	<b>\$4,017</b>	<b>\$4,225</b>	<b>\$4,434</b>	<b>\$4,652</b>	<b>35</b>
36	\$22.29	\$23.43	\$24.58	\$25.82	\$27.12	36
<b>36</b>	<b>\$3,865</b>	<b>\$4,062</b>	<b>\$4,262</b>	<b>\$4,476</b>	<b>\$4,702</b>	<b>36</b>
37	\$22.54	\$23.65	\$24.84	\$26.09	\$27.39	37
<b>37</b>	<b>\$3,907</b>	<b>\$4,101</b>	<b>\$4,306</b>	<b>\$4,522</b>	<b>\$4,748</b>	<b>37</b>
38	\$22.76	\$23.90	\$25.08	\$26.36	\$27.66	38
<b>38</b>	<b>\$3,946</b>	<b>\$4,143</b>	<b>\$4,349</b>	<b>\$4,570</b>	<b>\$4,795</b>	<b>38</b>
39	\$22.97	\$24.12	\$25.34	\$26.61	\$27.95	39
<b>39</b>	<b>\$3,982</b>	<b>\$4,182</b>	<b>\$4,393</b>	<b>\$4,613</b>	<b>\$4,845</b>	<b>39</b>
40	\$23.21	\$24.39	\$25.61	\$26.86	\$28.21	40
<b>40</b>	<b>\$4,024</b>	<b>\$4,228</b>	<b>\$4,439</b>	<b>\$4,657</b>	<b>\$4,891</b>	<b>40</b>
41	\$23.44	\$24.60	\$25.84	\$27.13	\$28.48	41
<b>41</b>	<b>\$4,063</b>	<b>\$4,265</b>	<b>\$4,480</b>	<b>\$4,703</b>	<b>\$4,937</b>	<b>41</b>
42	\$23.68	\$24.86	\$26.12	\$27.41	\$28.80	42
<b>42</b>	<b>\$4,106</b>	<b>\$4,310</b>	<b>\$4,528</b>	<b>\$4,751</b>	<b>\$4,992</b>	<b>42</b>
43	\$23.91	\$25.12	\$26.37	\$27.68	\$29.08	43
<b>43</b>	<b>\$4,145</b>	<b>\$4,354</b>	<b>\$4,572</b>	<b>\$4,799</b>	<b>\$5,042</b>	<b>43</b>
44	\$24.14	\$25.36	\$26.63	\$27.98	\$29.35	44
<b>44</b>	<b>\$4,186</b>	<b>\$4,397</b>	<b>\$4,616</b>	<b>\$4,850</b>	<b>\$5,088</b>	<b>44</b>
45	\$24.40	\$25.62	\$26.90	\$28.26	\$29.65	45
<b>45</b>	<b>\$4,230</b>	<b>\$4,441</b>	<b>\$4,663</b>	<b>\$4,898</b>	<b>\$5,139</b>	<b>45</b>
46	\$24.65	\$25.86	\$27.17	\$28.52	\$29.95	46
<b>46</b>	<b>\$4,273</b>	<b>\$4,483</b>	<b>\$4,710</b>	<b>\$4,944</b>	<b>\$5,193</b>	<b>46</b>
47	\$24.89	\$26.13	\$27.43	\$28.83	\$30.26	47
<b>47</b>	<b>\$4,315</b>	<b>\$4,530</b>	<b>\$4,755</b>	<b>\$4,998</b>	<b>\$5,246</b>	<b>47</b>
48	\$25.14	\$26.39	\$27.70	\$29.09	\$30.55	48
<b>48</b>	<b>\$4,358</b>	<b>\$4,576</b>	<b>\$4,803</b>	<b>\$5,044</b>	<b>\$5,295</b>	<b>48</b>
49	\$25.38	\$26.65	\$28.01	\$29.37	\$30.86	49
<b>49</b>	<b>\$4,400</b>	<b>\$4,620</b>	<b>\$4,856</b>	<b>\$5,092</b>	<b>\$5,350</b>	<b>49</b>
50	\$25.64	\$26.94	\$28.28	\$29.69	\$31.17	50
<b>50</b>	<b>\$4,444</b>	<b>\$4,670</b>	<b>\$4,902</b>	<b>\$5,147</b>	<b>\$5,404</b>	<b>50</b>
51	\$25.88	\$27.19	\$28.55	\$29.99	\$31.49	51
<b>51</b>	<b>\$4,487</b>	<b>\$4,714</b>	<b>\$4,950</b>	<b>\$5,200</b>	<b>\$5,459</b>	<b>51</b>

APPENDIX 1A  
CLASSIFIED EMPLOYEES SALARY SCHEDULE  
REFLECTS 1.25% INCREASE; EFF. JULY 1, 2020

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
52	\$26.15	\$27.46	\$28.85	\$30.28	\$31.79	52
<b>52</b>	<b>\$4,533</b>	<b>\$4,760</b>	<b>\$5,001</b>	<b>\$5,249</b>	<b>\$5,512</b>	<b>52</b>
53	\$26.41	\$27.73	\$29.12	\$30.60	\$32.11	53
<b>53</b>	<b>\$4,579</b>	<b>\$4,808</b>	<b>\$5,049</b>	<b>\$5,304</b>	<b>\$5,567</b>	<b>53</b>
54	\$26.68	\$28.03	\$29.42	\$30.89	\$32.44	54
<b>54</b>	<b>\$4,625</b>	<b>\$4,859</b>	<b>\$5,100</b>	<b>\$5,356</b>	<b>\$5,623</b>	<b>54</b>
55	\$26.97	\$28.30	\$29.71	\$31.19	\$32.75	55
<b>55</b>	<b>\$4,675</b>	<b>\$4,905</b>	<b>\$5,150</b>	<b>\$5,407</b>	<b>\$5,678</b>	<b>55</b>
56	\$27.23	\$28.57	\$30.01	\$31.52	\$33.09	56
<b>56</b>	<b>\$4,721</b>	<b>\$4,953</b>	<b>\$5,203</b>	<b>\$5,464</b>	<b>\$5,737</b>	<b>56</b>
57	\$27.49	\$28.87	\$30.30	\$31.83	\$33.42	57
<b>57</b>	<b>\$4,765</b>	<b>\$5,005</b>	<b>\$5,253</b>	<b>\$5,519</b>	<b>\$5,794</b>	<b>57</b>
58	\$27.76	\$29.17	\$30.62	\$32.16	\$33.76	58
<b>58</b>	<b>\$4,813</b>	<b>\$5,056</b>	<b>\$5,308</b>	<b>\$5,576</b>	<b>\$5,852</b>	<b>58</b>
59	\$28.05	\$29.44	\$30.91	\$32.46	\$34.10	59
<b>59</b>	<b>\$4,863</b>	<b>\$5,104</b>	<b>\$5,359</b>	<b>\$5,627</b>	<b>\$5,912</b>	<b>59</b>
60	\$28.33	\$29.75	\$31.22	\$32.79	\$34.43	60
<b>60</b>	<b>\$4,911</b>	<b>\$5,157</b>	<b>\$5,412</b>	<b>\$5,684</b>	<b>\$5,969</b>	<b>60</b>
61	\$28.60	\$30.04	\$31.54	\$33.14	\$34.77	61
<b>61</b>	<b>\$4,959</b>	<b>\$5,209</b>	<b>\$5,467</b>	<b>\$5,746</b>	<b>\$6,028</b>	<b>61</b>
62	\$28.89	\$30.34	\$31.85	\$33.46	\$35.12	62
<b>62</b>	<b>\$5,008</b>	<b>\$5,260</b>	<b>\$5,522</b>	<b>\$5,801</b>	<b>\$6,088</b>	<b>62</b>
63	\$29.19	\$30.64	\$32.18	\$33.79	\$35.46	63
<b>63</b>	<b>\$5,060</b>	<b>\$5,311</b>	<b>\$5,579</b>	<b>\$5,857</b>	<b>\$6,148</b>	<b>63</b>
64	\$29.48	\$30.95	\$32.50	\$34.12	\$35.83	64
<b>64</b>	<b>\$5,111</b>	<b>\$5,366</b>	<b>\$5,634</b>	<b>\$5,916</b>	<b>\$6,212</b>	<b>64</b>
65	\$29.76	\$31.25	\$32.82	\$34.46	\$36.18	65
<b>65</b>	<b>\$5,159</b>	<b>\$5,418</b>	<b>\$5,689</b>	<b>\$5,974</b>	<b>\$6,272</b>	<b>65</b>
66	\$30.07	\$31.57	\$33.15	\$34.80	\$36.53	66
<b>66</b>	<b>\$5,212</b>	<b>\$5,473</b>	<b>\$5,747</b>	<b>\$6,033</b>	<b>\$6,333</b>	<b>66</b>
67	\$30.35	\$31.90	\$33.48	\$35.15	\$36.92	67
<b>67</b>	<b>\$5,262</b>	<b>\$5,529</b>	<b>\$5,804</b>	<b>\$6,093</b>	<b>\$6,400</b>	<b>67</b>
68	\$30.67	\$32.20	\$33.81	\$35.50	\$37.30	68
<b>68</b>	<b>\$5,317</b>	<b>\$5,583</b>	<b>\$5,861</b>	<b>\$6,153</b>	<b>\$6,465</b>	<b>68</b>

APPENDIX 1A  
CLASSIFIED EMPLOYEES SALARY SCHEDULE  
REFLECTS 1.25% INCREASE; EFF. JULY 1, 2020

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
69	\$30.99	\$32.54	\$34.18	\$35.86	\$37.65	69
<b>69</b>	<b>\$5,372</b>	<b>\$5,641</b>	<b>\$5,925</b>	<b>\$6,217</b>	<b>\$6,528</b>	<b>69</b>
70	\$31.27	\$32.84	\$34.49	\$36.20	\$38.02	70
<b>70</b>	<b>\$5,421</b>	<b>\$5,693</b>	<b>\$5,980</b>	<b>\$6,276</b>	<b>\$6,591</b>	<b>70</b>
71	\$31.59	\$33.19	\$34.82	\$36.58	\$38.42	71
<b>71</b>	<b>\$5,476</b>	<b>\$5,755</b>	<b>\$6,036</b>	<b>\$6,341</b>	<b>\$6,660</b>	<b>71</b>
72	\$31.92	\$33.50	\$35.19	\$36.95	\$38.79	72
<b>72</b>	<b>\$5,533</b>	<b>\$5,808</b>	<b>\$6,100</b>	<b>\$6,405</b>	<b>\$6,724</b>	<b>72</b>
73	\$32.23	\$33.83	\$35.52	\$37.32	\$39.19	73
<b>73</b>	<b>\$5,588</b>	<b>\$5,864</b>	<b>\$6,157</b>	<b>\$6,469</b>	<b>\$6,793</b>	<b>73</b>
74	\$32.56	\$34.20	\$35.88	\$37.69	\$39.59	74
<b>74</b>	<b>\$5,645</b>	<b>\$5,928</b>	<b>\$6,221</b>	<b>\$6,535</b>	<b>\$6,863</b>	<b>74</b>
75	\$32.88	\$34.52	\$36.26	\$38.05	\$39.97	75
<b>75</b>	<b>\$5,700</b>	<b>\$5,985</b>	<b>\$6,286</b>	<b>\$6,597</b>	<b>\$6,930</b>	<b>75</b>
76	\$33.21	\$34.88	\$36.60	\$38.45	\$40.37	76
<b>76</b>	<b>\$5,758</b>	<b>\$6,047</b>	<b>\$6,345</b>	<b>\$6,666</b>	<b>\$6,999</b>	<b>76</b>
77	\$33.54	\$35.23	\$36.99	\$38.84	\$40.78	77
<b>77</b>	<b>\$5,815</b>	<b>\$6,107</b>	<b>\$6,412</b>	<b>\$6,733</b>	<b>\$7,070</b>	<b>77</b>
78	\$33.87	\$35.56	\$37.37	\$39.23	\$41.19	78
<b>78</b>	<b>\$5,872</b>	<b>\$6,164</b>	<b>\$6,478</b>	<b>\$6,801</b>	<b>\$7,141</b>	<b>78</b>
79	\$34.22	\$35.94	\$37.71	\$39.62	\$41.60	79
<b>79</b>	<b>\$5,932</b>	<b>\$6,230</b>	<b>\$6,538</b>	<b>\$6,868</b>	<b>\$7,212</b>	<b>79</b>
80	\$34.54	\$36.29	\$38.10	\$40.01	\$42.01	80
<b>80</b>	<b>\$5,989</b>	<b>\$6,292</b>	<b>\$6,606</b>	<b>\$6,935</b>	<b>\$7,283</b>	<b>80</b>
81	\$34.90	\$36.65	\$38.48	\$40.42	\$42.43	81
<b>81</b>	<b>\$6,051</b>	<b>\$6,354</b>	<b>\$6,671</b>	<b>\$7,008</b>	<b>\$7,355</b>	<b>81</b>
82	\$35.28	\$37.01	\$38.87	\$40.81	\$42.86	82
<b>82</b>	<b>\$6,116</b>	<b>\$6,416</b>	<b>\$6,738</b>	<b>\$7,075</b>	<b>\$7,430</b>	<b>82</b>
83	\$35.60	\$37.39	\$39.25	\$41.24	\$43.27	83
<b>83</b>	<b>\$6,171</b>	<b>\$6,481</b>	<b>\$6,804</b>	<b>\$7,150</b>	<b>\$7,501</b>	<b>83</b>
84	\$35.96	\$37.76	\$39.65	\$41.64	\$43.73	84
<b>84</b>	<b>\$6,233</b>	<b>\$6,545</b>	<b>\$6,873</b>	<b>\$7,219</b>	<b>\$7,581</b>	<b>84</b>
85	\$36.32	\$38.14	\$40.04	\$42.06	\$44.15	85
<b>85</b>	<b>\$6,297</b>	<b>\$6,613</b>	<b>\$6,941</b>	<b>\$7,292</b>	<b>\$7,653</b>	<b>85</b>

APPENDIX 1A  
CLASSIFIED EMPLOYEES SALARY SCHEDULE  
REFLECTS 1.25% INCREASE; EFF. JULY 1, 2020

RANGE	STEP	→				RANGE
↓	1	2	3	4	5	↓
86	\$36.68	\$38.54	\$40.46	\$42.47	\$44.61	86
<b>86</b>	<b>\$6,359</b>	<b>\$6,682</b>	<b>\$7,013</b>	<b>\$7,363</b>	<b>\$7,733</b>	<b>86</b>
87	\$37.06	\$38.92	\$40.85	\$42.89	\$45.04	87
<b>87</b>	<b>\$6,425</b>	<b>\$6,747</b>	<b>\$7,082</b>	<b>\$7,435</b>	<b>\$7,808</b>	<b>87</b>
88	\$37.42	\$39.30	\$41.27	\$43.34	\$45.49	88
<b>88</b>	<b>\$6,487</b>	<b>\$6,813</b>	<b>\$7,155</b>	<b>\$7,513</b>	<b>\$7,886</b>	<b>88</b>
89	\$37.78	\$39.67	\$41.66	\$43.76	\$45.95	89
<b>89</b>	<b>\$6,549</b>	<b>\$6,877</b>	<b>\$7,222</b>	<b>\$7,586</b>	<b>\$7,965</b>	<b>89</b>
90	\$38.17	\$40.06	\$42.09	\$44.18	\$46.40	90
<b>90</b>	<b>\$6,618</b>	<b>\$6,944</b>	<b>\$7,297</b>	<b>\$7,659</b>	<b>\$8,043</b>	<b>90</b>
91	\$38.56	\$40.50	\$42.51	\$44.65	\$46.87	91
<b>91</b>	<b>\$6,685</b>	<b>\$7,020</b>	<b>\$7,370</b>	<b>\$7,740</b>	<b>\$8,125</b>	<b>91</b>
92	\$38.94	\$40.88	\$42.93	\$45.07	\$47.34	92
<b>92</b>	<b>\$6,751</b>	<b>\$7,088</b>	<b>\$7,442</b>	<b>\$7,813</b>	<b>\$8,206</b>	<b>92</b>
93	\$39.33	\$41.29	\$43.36	\$45.54	\$47.81	93
<b>93</b>	<b>\$6,818</b>	<b>\$7,159</b>	<b>\$7,517</b>	<b>\$7,894</b>	<b>\$8,288</b>	<b>93</b>
94	\$39.71	\$41.70	\$43.79	\$45.98	\$48.29	94
<b>94</b>	<b>\$6,884</b>	<b>\$7,230</b>	<b>\$7,591</b>	<b>\$7,971</b>	<b>\$8,371</b>	<b>94</b>
95	\$40.11	\$42.12	\$44.22	\$46.45	\$48.75	95
<b>95</b>	<b>\$6,953</b>	<b>\$7,302</b>	<b>\$7,666</b>	<b>\$8,052</b>	<b>\$8,451</b>	<b>95</b>
96	\$40.53	\$42.55	\$44.70	\$46.90	\$49.26	96
<b>96</b>	<b>\$7,026</b>	<b>\$7,377</b>	<b>\$7,749</b>	<b>\$8,130</b>	<b>\$8,540</b>	<b>96</b>
97	\$40.91	\$42.96	\$45.12	\$47.39	\$49.75	97
<b>97</b>	<b>\$7,091</b>	<b>\$7,448</b>	<b>\$7,822</b>	<b>\$8,215</b>	<b>\$8,625</b>	<b>97</b>
98	\$41.32	\$43.39	\$45.58	\$47.85	\$50.23	98
<b>98</b>	<b>\$7,164</b>	<b>\$7,522</b>	<b>\$7,901</b>	<b>\$8,295</b>	<b>\$8,708</b>	<b>98</b>
99	\$41.73	\$43.83	\$46.02	\$48.32	\$50.75	99
<b>99</b>	<b>\$7,235</b>	<b>\$7,598</b>	<b>\$7,978</b>	<b>\$8,377</b>	<b>\$8,799</b>	<b>99</b>
100	\$42.16	\$44.26	\$46.49	\$48.82	\$51.25	100
<b>100</b>	<b>\$7,309</b>	<b>\$7,673</b>	<b>\$8,059</b>	<b>\$8,463</b>	<b>\$8,885</b>	<b>100</b>

**BUENA PARK SCHOOL DISTRICT  
CUSTODIAL (12 MTH), MAINTENANCE, BUS DRIVER (12 MTH), MECHANIC,  
DISTRICT SECRETARIES**

<b>First Day of Service</b>	Friday	Jul. 01, 20
<b>HOLIDAYS</b>		
Independence Day	Friday	Jul. 03, 20
Labor Day	Monday	Sep. 07, 20
Veteran's Day	Wednesday	Nov. 11, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Classified Day	Friday	Mar. 26, 21
Memorial Day Holiday	Monday	May 31, 21
<b>Last Duty Day</b>	Wednesday	Jun. 30, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>PAID HOLIDAYS</b>	
July	22	July 3	1
August	21	August	0
September	21	September 7	1
October	22	October	0
November	18	November 11,26,27	3
December	20	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	22	March 26	1
April	22	April	0
May	20	May 31	1
June	22	June	0
<b>TOTALS</b>	<b>247</b>		<b>14</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**BUENA PARK SCHOOL DISTRICT  
 TYPIST CLERK III (6 HRS) - CHILD NUTRITION SERVICES**

<b>First Day of Service</b>	Tuesday	Jul. 14, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Veteran's Day	Wednesday	Nov. 11, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
<b>Last Duty Day</b>	Thursday	May 27, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>PAID HOLIDAYS</b>	
July	14	July	0
August	21	August	0
September	21	September 7	1
October	22	October	0
November	18	November 11,26,27	3
December	20	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	22	March 26	1
April	22	April	0
May	19	May	0
June	0	June	0
<b>TOTALS</b>	<b>216</b>		<b>12</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**BUENA PARK SCHOOL DISTRICT  
SCHOOL SECRETARIES, ATTENDANCE CLERKS, TECHNOLOGY SPECIALISTS,  
TYPIST CLERK (8 HRS), LIBRARY CLERKS (6 HRS OR MORE)**

<b>First Day of Service</b>	Tuesday	Jul. 21, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 01, 20
Parent-Teacher Conferences (Work Day)	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Monday	Nov. 23, 20
Non-School/Non-Paid Day	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School Day (Staff Development)	Friday	Dec. 18, 20
Winter Recess	Monday, December 21, 2020 through Friday, January 1, 2021	
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess	Monday, March 22, 2021 through Friday, March 26, 2021	
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Friday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
Memorial Day Holiday	Monday	May 31, 21
<b>Last Duty Day</b>	Wednesday	Jun. 02, 21

**CALENDAR MONTHS**

DAYS OF DUTY		PAID HOLIDAYS	
July	9	July	0
August	21	August	0
September	21	September 7	1
October	22	October	0
November	15	November 11,26,27	3
December	14	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	20	May	1
June	2	June	0
<b>TOTALS</b>	<b>201</b>		<b>13</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

Calendar Draft: April 23, 2020

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**BUENA PARK SCHOOL DISTRICT  
TYPIST CLERKS I and III (LESS THAN 8 HRS)**

<b>First Day of Service</b>	Monday	Aug. 03, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 01, 20
Parent-Teacher Conferences (Work Day)	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Monday	Nov. 23, 20
Non-School/Non-Paid Day	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School Day (Staff Development)	Friday	Dec. 18, 20
Winter Recess	Monday, December 21, 2020 through Friday, January 1, 2021	
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess	Monday, March 22, 2021 through Friday, March 26, 2021	
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Thursday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
Memorial Day Holiday	Monday	May 31, 21
<b>Last Duty Day</b>	Wednesday	June 02, 21

**CALENDAR MONTHS**

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	21	August	0
September	21	September 7	1
October	22	October	0
November	15	November 11,26,27	3
December	14	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	20	May	1
June	2	June	0
<b>TOTALS</b>	<b>192</b>		<b>13</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**APPENDIX III**  
**BUENA PARK SCHOOL DISTRICT**  
**HEALTH CLERKS**

<b>First Day of Service</b>	Tuesday	Aug. 05, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 01, 20
Parent-Teacher Conferences (Work Day)	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Monday	Nov. 23, 20
Non-School/Non-Paid Day	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School Day (Staff Development)	Friday	Dec. 18, 20
Winter Recess Monday, December 21, 2020 through Friday, January 1, 2021		
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess Monday, March 22, 2021 through Friday, March 26, 2021		
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Thursday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
<b>Last Duty Day</b>	Thursday	May 27, 21

**CALENDAR MONTHS**

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	19	August	0
September	21	September 7	1
October	22	October	0
November	15	November 11,26,27	3
December	14	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	19	May	0
June	0	June	0
<b>TOTALS</b>	<b>187</b>		<b>12</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**APPENDIX III**  
**BUENA PARK SCHOOL DISTRICT**  
**CHILD NUTRITION EMPLOYEES**

<b>First Day of Service</b>	Wednesday	Aug. 05, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Non-School/Non-Paid Day	Thursday	Oct. 01, 20
Non-School/Non-Paid Day	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Monday	Nov. 23, 20
Non-School/Non-Paid Day	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School/Non-Paid Day	Friday	Dec. 18, 20
Winter Recess	Monday, December 21, 2020 through Friday, January 1, 2021	
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess	Monday, March 22, 2021 through Friday, March 26, 2021	
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Thursday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
<b>Last Duty Day</b>	Friday	May 28, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>PAID HOLIDAYS</b>	
July	0	July	0
August	19	August	0
September	21	September 7	1
October	20	October	0
November	15	November 11,26,27	3
December	13	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	20	May	0
June	0	June	0
<b>TOTALS</b>	<b>185</b>		<b>12</b>

Professional Development on August 5, 6, 2020.

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**APPENDIX III**  
**BUENA PARK SCHOOL DISTRICT**  
**BUS DRIVERS**

<b>First Day of Service</b>	Friday	Aug. 07, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Non-School/Non-Paid Day	Thursday	Oct. 01, 20
Non-School/Non-Paid Day	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School Day (Duty Day)	Monday	Nov. 23, 20
Non-School Day (Duty Day)	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School/Non-Paid Day	Friday	Dec. 18, 20
Winter Recess Monday, December 21, 2020 through Friday, January 1, 2021		
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess Monday, March 22, 2021 through Friday, March 26, 2021		
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Thursday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
<b>Last Duty Day</b>	Thursday	May 27, 21

**CALENDAR MONTHS**

DAYS OF DUTY		PAID HOLIDAYS	
July	0	July	0
August	17	August	0
September	21	September 7	1
October	20	October	0
November	17	November 11,26,27	3
December	13	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	19	May	0
June	0	June	0
<b>TOTALS</b>	<b>184</b>		<b>12</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**BUENA PARK SCHOOL DISTRICT  
INST ASST, BSP, OT, COTA, FAM SVCS SPEC, PROJ ASST AND PRE-K INSTR**

<b>First Day of Service</b>	Monday	Aug. 10, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Parent-Teacher Conferences (Work Day)	Thursday	Oct. 01, 20
Parent-Teacher Conferences (Work Day)	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Monday	Nov. 23, 20
Non-School/Non-Paid Day	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School Day (Staff Development)	Friday	Dec. 18, 20
Winter Recess	Monday, December 21, 2020 through Friday, January 1, 2021	
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess	Monday, March 22, 2021 through Friday, March 26, 2021	
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Thursday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
<b>Last Duty Day</b>	Thursday	May 27, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>PAID HOLIDAYS</b>	
July	0	July	0
August	16	August	0
September	21	September 7	1
October	22	October	0
November	15	November 11,26,27	3
December	14	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	19	May	0
June	0	June	0
<b>TOTALS</b>	<b>184</b>		<b>12</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**BUENA PARK SCHOOL DISTRICT  
PLAYGROUND SUPERVISORS/BREAKFAST SUPERVISORS (STAND ALONES)**

<b>First Day of Service</b>	Tuesday	Aug. 11, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Parent-Teacher Conferences (Non-Work Day)	Thursday	Oct. 01, 20
Parent-Teacher Conferences (Non-Work Day)	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Monday	Nov. 23, 20
Non-School/Non-Paid Day	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School/Non-Paid Day	Friday	Dec. 18, 20
Winter Recess	Monday, December 21, 2020 through Friday, January 1, 2021	
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess	Monday, March 22, 2021 through Friday, March 26, 2021	
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Thursday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
<b>Last Duty Day</b>	Thursday	May 27, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>NON-PAID NON-WORK DAYS</b>	
July	0	July	0
August	15	August	0
September	21	September 7	1
October	20	October	0
November	15	November 11,26,27	3
December	13	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	19	May	0
June	0	June	0
<b>TOTALS</b>	<b>180</b>		<b>12</b>

**APPENDIX III**  
**BUENA PARK SCHOOL DISTRICT**  
**CHILD CARE EMPLOYEES (12 MONTH)**

<b>First Day of Service</b>	Wednesday	Jul. 01, 20
Independence Day	Friday	Jul. 03, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
Labor Day	Monday	Sep. 07, 20
Veteran's Day	Wednesday	Nov. 11, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
Memorial Day Holiday	Monday	May 31, 21
<b>Last Duty Day</b>	Wednesday	Jun. 30, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>PAID HOLIDAYS</b>	
July	22	July 3	1
August	21	August	0
September	21	September 7	1
October	22	October	0
November	18	November 11, 26, 27	3
December	20	December 24, 25, 31	3
January	19	January 1, 18	2
February	18	February 8, 15	2
March	22	March 26	1
April	22	April	0
May	20	May 31	1
June	22	June	0
<b>TOTALS</b>	<b>247</b>		<b>14</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**BUENA PARK SCHOOL DISTRICT  
TYPIST CLERK III - SPECIAL EDUCATION**

<b>First Day of Service</b>	Wednesday	Jul. 29, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Parent-Teacher Conferences ( Work Day)	Thursday	Oct. 01, 20
Parent-Teacher Conferences (Work Day)	Friday	Oct. 02, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Monday	Nov. 23, 20
Non-School/Non-Paid Day	Tuesday	Nov. 24, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Non-School Day (Staff Development)	Friday	Dec. 18, 20
Winter Recess	Monday, December 21, 2020 through Friday, January 1, 2021	
Non-School/Non-Paid Day	Monday	Dec. 21, 20
Non-School/Non-Paid Day	Tuesday	Dec. 22, 20
Non-School/Non-Paid Day	Wednesday	Dec. 23, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
Non-School/Non-Paid Day	Monday	Dec. 28, 20
Non-School/Non-Paid Day	Tuesday	Dec. 29, 20
Non-School/Non-Paid Day	Wednesday	Dec. 30, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Spring Recess	Monday, March 22, 2021 through Friday, March 26, 2021	
Non-School/Non-Paid Day	Monday	Mar. 22, 21
Non-School/Non-Paid Day	Tuesday	Mar. 23, 21
Non-School/Non-Paid Day	Wednesday	Mar. 24, 21
Non-School/Non-Paid Day	Thursday	Mar. 25, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
Memorial Day Holiday	Monday	May 31, 21
<b>Last Duty Day</b>	Wednesday	Jun. 02, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>PAID HOLIDAYS</b>	
July	3	July	0
August	21	August	0
September	21	September 7	1
October	22	October	0
November	15	November 11,26,27	3
December	14	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	18	March 26	1
April	22	April	0
May	20	May 31	1
June	2	June	0
<b>TOTALS</b>	<b>195</b>		<b>13</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**APPENDIX III**  
**BUENA PARK SCHOOL DISTRICT**  
**CHILD CARE EMPLOYEES (10 MONTH)**

<b>First Day of Service</b>	Tuesday	Aug. 11, 20
<b>School Opens</b>	Tuesday	Aug. 11, 20
<b>HOLIDAYS</b>		
Labor Day	Monday	Sep. 07, 20
Veteran's Day	Wednesday	Nov. 11, 20
Non-School/Non-Paid Day	Wednesday	Nov. 25, 20
Thanksgiving Holiday	Thursday	Nov. 26, 20
Thanksgiving Recess	Friday	Nov. 27, 20
Christmas Eve Holiday	Thursday	Dec. 24, 20
Christmas Day Holiday	Friday	Dec. 25, 20
New Year's Eve Holiday	Thursday	Dec. 31, 20
New Year's Day Holiday	Friday	Jan. 01, 21
Martin Luther King, Jr. Day	Monday	Jan. 18, 21
Lincoln Day	Monday	Feb. 08, 21
Washington Day	Monday	Feb. 15, 21
Classified Day	Friday	Mar. 26, 21
<b>Last Day of School</b>	Thursday	May 27, 21
<b>Last Duty Day</b>	Thursday	May 27, 21

**CALENDAR MONTHS**

<b>DAYS OF DUTY</b>		<b>PAID HOLIDAYS</b>	
July	0	July	0
August	15	August	0
September	21	September 7	1
October	22	October	0
November	17	November 11,26,27 (11/25 UNPI	3
December	20	December 24,25,31	3
January	19	January 1,18	2
February	18	February 8,15	2
March	22	March 26	1
April	22	April	0
May	19	May 31	1
June	0	June	0
<b>TOTALS</b>	<b>195</b>		<b>13</b>

**\*\*Two floating holidays**

**Employees working on holidays will be paid in accordance with Article 11.4-Overtime**

**GRIEVANCE FORM - LEVEL 2 (CLASSIFIED)****BUENA PARK SCHOOL DISTRICT**

(Please print or type)

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

Work Site: \_\_\_\_\_

**Distribution**

White - Superintendent

Pink - Grievant

Yellow - Supervisor

Green - CSEA

Gold - Grievant

Submission of Grievance: All portions of this section must be completed by the grievant.

Specific contract violation alleged (cite article and section): \_\_\_\_\_

Statement of grievance and specifically how contract has been violated. (Additional sheets may be attached) \_\_\_\_\_

Date of informal conference: \_\_\_\_\_

Remedy Requested: (Must be specific) \_\_\_\_\_

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

Completion of this section, grievant shall retain green copy and present remaining copies to the Superintendent.

Immediate Supervisor's Response: \_\_\_\_\_

\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

Upon completion of this section, copies shall be distributed by the Superintendent or designee as indicated at the top of this page.

**GRIEVANCE FORM -LEVEL 3 (CLASSIFIED)**

BUENA PARK SCHOOL DISTRICT

(Please print or type)

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

Work Site: \_\_\_\_\_

**Distribution****White - Superintendent****Pink - Grievant****Yellow - Supervisor****Green - CSEA****Gold - Grievant**

Appeal to Superintendent or designee: All portions of this section must be completed by the grievant.

Copy of completed Grievance Form - Level 2, must be attached.

Article alleged to have been violated and remedy sought as stated in Level 2 form.

Reason for appeal: \_\_\_\_\_

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\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

Completion of this section, grievant shall retain green copy and present remaining copies to the Superintendent.

Respondent's Response: \_\_\_\_\_

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\_\_\_\_\_  
Signature\_\_\_\_\_  
Date

Upon completion of this section, copies shall be distributed by the Superintendent or designee as indicated at the top of this page.

**GRIEVANCE FORM -LEVEL 4 (CLASSIFIED)**

BUENA PARK SCHOOL DISTRICT  
(Please print or type)

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

Work Site: \_\_\_\_\_

**Distribution**

White - Superintendent

Pink - Grievant

Yellow - Supervisor

Green - CSEA

Gold - Grievant

Request for Arbitration: All portions of this section must be completed by the grievant.

Copy of completed Grievance Forms - Level 2 and 3, must be attached.

I hereby request that an arbitrator be chosen to consider the grievance outlined on the attachments.

My representative is:

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Association Action regarding Arbitration Request: Date \_\_\_\_\_

Acceptance \_\_\_\_\_ Denial- - - - -

Reason for appeal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Arbitrator's suggestions for resolution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date transmitted to Grievant and Association: - - - - -

Date received: - - - - -

Decision by the Governing Board: \_\_\_\_\_

\_\_\_\_\_

**SCHEDULED BREAKS**

HOURS WORKED PER DAY	# OF PAID BREAKS PER CONTRACT	AMOUNT OF MINUTES PER BREAK	ENTITLED TO LUNCH	PAID LUNCH	HOURS SPENT ON CAMPUS
3.00	1	10	NO	NO	3.00
3.25	1	10	NO	NO	3.25
3.50	1	10	NO	NO	3.50
3.75	1	10	NO	NO	3.75
4.00	1	15	NO	NO	4.00
4.50	1	15	NO	NO	4.50
5.00	1	15	NO	NO	5.00
5.50	1	15	NO	NO	5.50
6.00	1	15	YES	NO	6.50
6.25	1	15	YES	NO	6.75
6.50	1	15	YES	NO	7.00
7.00	1	15	YES	NO	7.50
7.50	1	15	YES	NO	8.00
8.00	2	15	YES	NO	8.50

**BUENA PARK SCHOOL DISTRICT  
CLASSIFIED EMPLOYEE EVALUATION**

\_\_\_\_\_  
Department or School

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
School Year

\_\_\_\_\_  
Position

"Satisfactory" shall mean that in the judgment of the evaluator, the performance of the individual meets the standards necessary for permanent employment.

"Needs Improvement" shall be defined to mean performance in the area indicated must be improved.

"Not Acceptable" shall be defined to mean that subsequent failure to solve the indicated problem could lead to disciplinary action up to and including dismissal.

<b>I. PERSONAL</b>	<b>SATISFACTORY</b>	<b>NEEDS IMPROVEMENT</b>	<b>NOT ACCEPTABLE</b>
Appearance			
Cooperation			
Attitude toward direction			
Responsibility			
Punctuality			
Attendance			
<b>II. JOB PERFORMANCE</b>			
Initiative			
Skill required for position			
Quality of work			

**III. COMMENTS:**

For additional comments see attached ( ) pages.

1. REASON FOR UNSATISFACTORY PERFORMANCE EVALUATION:  
(Indicate specific areas of unsatisfactory performance.)
  
2. INDICATE SPECIFIC WAYS FOR IMPROVEMENT OF UNSATISFACTORY PERFORMANCE:

**I have read this report and I understand that if I disagree with any information included, I have ten (10) work days from the date of this interview in which to submit written comments for the record before it is included in my file.**

\_\_\_\_\_  
Signature of Immediate Supervisor

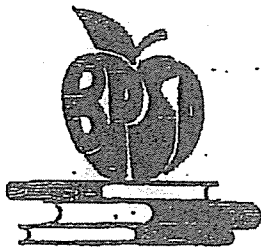
\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Interview

# BUENA PARK SCHOOL DISTRICT

6885 Orangethorpe Avenue, Buena Park, California 90620-1398  
(714) 522-8412

FAX (714) 994-1506



## Administration:

Carol Riley, Superintendent

George Cottrell, Assistant Superintendent, Administrative Services

Cindy Stewart, Assistant Superintendent, Educational Services/Certificated Personnel

## Governing Board:

Elizabeth Swift, President

Robert D. Thompson, Clerk/President Pro Tem

Lloyd G. Davis, Member

Mary Fuhrman, Member

B. Buck Levine, Member

January 23, 1998

## MEMORANDUM OF UNDERSTANDING

### **BETWEEN THE BUENA PARK SCHOOL DISTRICT AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER #569**

The District agrees to provide a copy of the documents listed below to the president of the California School Employees Association, Chapter #569, after the documents are presented to the Governing Board.

Preliminary and tentative budget

Adopted budget

J-200

Date: Feb. 18, 1998

Date: 2/18/98

Barbara Michael

For California School Employees Association,  
Chapter #569

Carol Riley

For the Buena Park School District

MEMORANDUM OF UNDERSTANDING BETWEEN THE BUENA PARK  
SCHOOL DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES  
ASSOCIATION, CHAPTER #569

November 15, 2005

SUBJECT: Provisions for Health and Welfare benefits for unit members prior to  
January 1, 2006

On this date, the District and CSEA reached an agreement to provide health and welfare benefits based on a tiered rate structure concept; thereby eliminating the need for contract language addressing health and welfare contributions on a "hard cap". In the event the District and CSEA agree to return to a hard cap concept, the District will begin negotiations at cap amount of no less than \$ ,044.

California School Employees Association  
Chapter #569 Representatives

*K. Roberts*  
*Odell DeLeon*  
*Chris S. [unclear]*  
*James W. [unclear]*  
*Joe Valenzuela*

Buena Park School District  
Management Representative

*[Signature]*  
*[Signature]*  
*[Signature]*

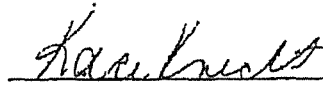
# MEMORANDUM OF UNDERSTANDING

Between  
California School Employees Association and its Chapter #569  
And  
Buena Park School District

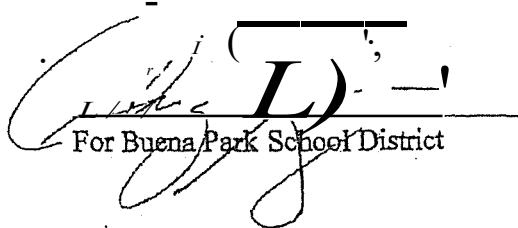
October 15, 2014

The Buena Park School District ("District") and California School Employees Association and its Chapter 569 ("CSEA") agree that, contingent upon agreement on the participation in Self Insured Schools of California (SISC), the parties' present contract language shall be modified to address the following:

1. The participation agreement shall be renewed on an annual basis.
2. The parties agree to negotiate any decision to change or renew the District's agreement with the health care carrier if such a decision would affect current benefit levels or coverage.

  
\_\_\_\_\_  
For California School Employees  
Association, Buena Park Chapter# 569

Date: 10/15/14

  
\_\_\_\_\_  
For Buena Park School District

Date: 10/15/14

\_\_\_\_\_  
CSEA Labor Relations Representative

Date: - - - - -

## MEMORANDUM OF UNDERSTANDING

between

California School Employees Association and its Buena Park Chapter #569

and

Buena Park School District

July 8, 2015

In the November/December 2014 timeframe, the District rekeyed its drive through gate keys to ensure the safety of our students, staff, and campuses. Keys were issued only to affected employees requiring gate access and for these employees, the District **requested** written acknowledgement of applicable fees to replace lost or stolen keys. This Memorandum of Understanding specifies guidelines related to these fees.

California School Employees Association (CSEA) and its Buena Park Chapter #569 and Buena Park School District agree to the attached "Drive Through Gate Key Receipt" subject to the following:

1. The District shall complete a thorough investigation to determine the employee's responsibility with respect to the lost or missing key(s).
2. The District shall provide written notice of its intent to impose a fee and include the factual basis for imposing the fee. The District shall not impose a fee of more than \$150 dollars. Investigation may result in discipline as articulated in Article 13.4, not to exceed the actual cost of replacement or rekeying of related locks.
3. The employee shall have the option of paying the fee in up to three installments.

\_\_\_\_\_  
 S.,  
 Association, Buena Park Chapter # 569

Date: -7/2/15-

\_\_\_\_\_  
 For Buena Park School District  
 Date: 7/8/15

\_\_\_\_\_  
 CSEA Labor Relations Representative

Date: 7/1/15

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNING BOARD  
OF THE BUENA PARK SCHOOL DISTRICT ("the District") AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS  
CHAPTER #569 ("the Association")

Re: Typist Clerk 1

The Typist Clerk 1 position was created to perform a variety of clerical and general office work. Expansion of the hours for the typist clerk position to six (6) hours per day, remaining at 10 months per year and paid at step 17 will include an expansion of duties. Those expanded duties include data collection and reporting of student information and data. Typist clerks will utilize the Lib Imine and Aeries data systems to prepare student information and data reports. The new expansion of hours will go into effect March 1, 2014.

DATE 3/11/14

Karen Knight  
FOR CSEA CHAPTER # 569

[Signature]  
LABOR RELATIONS REPRESENTATIVE

DATE 3/11/14

[Signature]  
FOR THE DISTRICT

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNING BOARD  
OF THE BUENA PARK SCHOOL DISTRICT ("the District") AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS  
CHAPTER #569 ("the Association")**

Re: Library Media Clerk

The Library Media Clerk position was created to perform a variety of clerical work related to the acquisition, processing, cataloguing, storage, circulation, and recovery of library and reference books and a variety of other instructional materials. As systems have evolved and technology has expanded, the duties of the library media clerk have changed. Those changes in duties primarily pertain to the use of digital media, resources, and devices. Library Media Clerks now assist students and staff in learning how to use computers and other digital devices. In addition, they now utilize index systems and manage the library electronic database. As a result, a revision to the Library Media Clerk job description is necessary. Both parties agree to the revised job description. The new job description will go into effect June 10, 2014.

DATE 5/29/14

Kac Kruit

FOR CSEA CHAPTER # 569

DATE 5/29/14

R. Deasabla

FOR THE DISTRICT

[Signature]  
LABOR RELATIONS REPRESENTATIVE

**Memorandum of Understanding (MOU)**  
**Between**  
**The California School Employees Association (CSEA)**  
**and its Buena Park Chapter 569**  
**and**  
**The Buena Park School District**

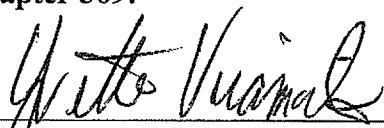
December 18, 2017

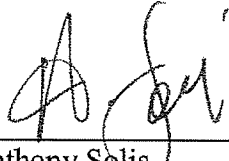
Pursuant to negotiations between the Buena Park School District (District) and the California School Employees Association (CSEA) and its Buena Park Chapter 569, this memorandum of understanding memorializes agreements reached in the negotiations of the work hours for the Computer Technician Classifications between the parties. The parties agree to the following:

1. The District will hold vacant one (1) eight (8) hour Computer Technician III bargaining unit position due to a lack of need for the position at this time and as a cost saving measure.
2. The vacancy of the one (1) eight (8) hour Computer Technician III bargaining unit position shall not result in an increased workload for any bargaining unit member.
3. The District will reclassify the vacant Computer Technician I classification. The Computer Technician I classification will be reclassified to a Technology Specialist I. The District will hire three (3) six (6) hours Technology Specialist I positions.
4. No later than July 1, 2018, the District's Educational Services Department and CSEA and its Buena Park Chapter 569 shall reevaluate the work of the Office of Technology Media Services. This reevaluation shall consist of the following:
  - Examining the need for filling the vacant eight (8) hour Computer Technician III bargaining unit position.
  - Examining the need to increase the hours of the employees that work less than eight (8) hours in the Department
  - Examining the need to reclassify Instructional Assistant I-Computer Lab.
  - Examining the need to hire more Technician Specialist I's.

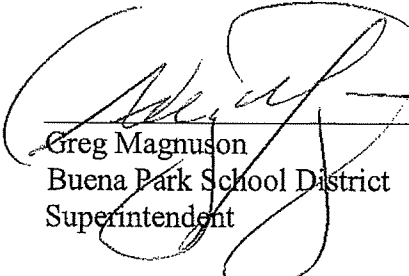
This MOU is subject to ratification by the CSEA and its Buena Park Chapter 569 membership, CSEA Policy 610 requirements and approval by the Governing Board of the Buena Park School District.

**For CSEA and Its Buena Park  
Chapter 569:**

 12/18/17  
\_\_\_\_\_  
Yvette Viramontes Date  
CSEA Buena Park Chapter 569 President

 12/18/17  
\_\_\_\_\_  
Anthony Solis Date  
CSEA Labor Relations Representative

**For the Buena Park School District:**

 12/18/17  
\_\_\_\_\_  
Greg Magnuson Date  
Buena Park School District  
Superintendent

**Memorandum of Understanding (MOU)**  
**Between**  
**The California School Employees Association (CSEA)**  
**and its Buena Park Chapter 569**  
**and**  
**The Buena Park School District**


October 9, 2018

Pursuant to negotiations between the Buena Park School District (District) and the California School Employees Association (CSEA) and its Buena Park Chapter 569, this memorandum of understanding memorializes agreements reached in the negotiations of the work hours for the Computer Lab Aides and Technology Specialist classifications between the parties. The parties agree to the following:

1. The District will lay off Computer Lab Aides due to lack of work, ie computer lab will be closing effective June 30, 2019.
2. The District will increase Technician Specialist I from (6) hours to (8) hours effective Board Approval.


This MOU is subject to CSEA Policy 610 requirements and approval by the Governing Board of the Buena Park School District.

**For CSEA and It's Buena Park  
569:**

  
 Yvette Viramontes                      Date  
 CSEA Buena Park Chapter 569 President

  
 Cecilia Lopez                      Date  
 CSEA Labor Relations Representative

**For the Buena Park School Chapter  
District:**

  
 Dr. Ramon Miramontes                      Date  
 Buena Park School District  
 Superintendent

Memorandum of Understanding  
 The California School Employees Association and its  
 Buena Park Chapter 569  
 And  
 Buena Park School District  
 (AB 119)

February 22, 2018

This Memorandum of Understanding (hereinafter, "MOU") is entered into by and between the Buena Park School District (hereinafter, "District") and the California School Employees Association and its Buena Park Chapter 569 (hereinafter, "CSEA").

**1. DISTRICT NOTICE TO CSEA OF NEW HIRES**

- a) The District shall modify its board meeting agenda Personnel Action Report and make it available to the CSEA Chapter President and the assigned Labor Relations Representative, to include the following information on newly hired employees:
  - i. Full Legal Name
  - ii. Date of Hire
  - iii. Classification
  - iv. Site/Department

**2. EMPLOYEE INFORMATION**

- a) "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 the 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 this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA bargaining unit.
- b) In addition to the provision set in Article 5.4 of the Collective Bargaining Agreement between the parties, the District shall provide CSEA with contact information on the bargaining unit new hires. The information will be provided to the CSEA electronically 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:
  - i. First name;
  - ii. Middle initial;
  - iii. Last name;
  - iv. Suffix (e.g. Jr., III)
  - v. Job Title/Classification;
  - vi. Department;
  - vii. Primary worksite name;
  - viii. Work telephone number (incl. extension);

- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. Zip code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. personal email address of the employee;
- xx. Hire date.

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the district.

- c) **Periodic Update of Contact Information:** In addition to the provision set in Article 5.4 of the Collective Bargaining Agreement between the parties, the District shall provide CSEA with a list of all bargaining unit members' names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service. This contact information shall also include the following information, with each field listed in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title/Classification;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number (incl. extension);
- ix. Home Street address (incl. apartment #)
- x. City
- xi. State
- xii. Zip code (5 or 9 digits)
- xiii. Home telephone number (10 digits);
- xiv. Personal cellular telephone number (10 digits);
- xv. personal email address of the employee;
- xx. Hire date.

### 3. NEW EMPLOYEE ORIENTATION

- a) "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.
- b) 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.

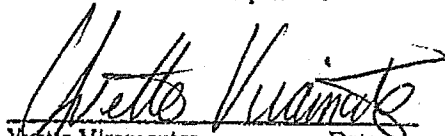
- i. Whether the District conducts a group or individual orientation, CSEA shall have up to one (1) hour of paid release time for one (1) CSEA representative, including the Chapter President or designee, to conduct the orientation session, which will not to exceed thirty (30) minutes. The CSEA Labor Relations Representative may also attend the orientation sessions(s).
- e) CSEA shall provide the CSEA membership applications to the District for distribution. The District shall include the CSEA membership application, and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired unit members.
- d) The District maintains the right to hold its orientation sessions at a time, or times, of its choosing. Attendance at the new employee orientation shall be mandatory for each new hire.

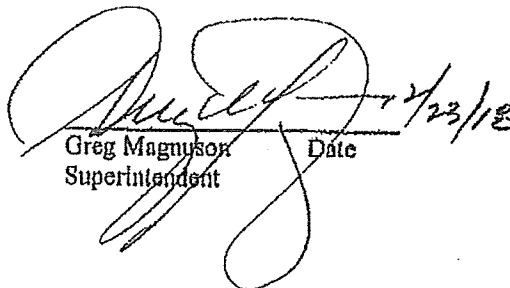
#### 4. DURATION OF AGREEMENT

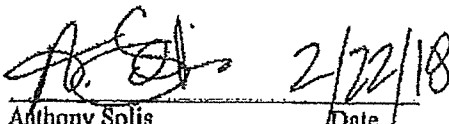
- a) Term: This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2020, and shall be automatically renewed from year to year unless either party serves written notice upon the other between March 1 and April 1, 2019, or any subsequent anniversary date of its desire to modify the Agreement.
  - i. It is the intent of the parties to incorporate this MOU into the Collective Bargaining Agreement as contract language at a mutually agreed upon time.
- b) Savings Clause: If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by governmental authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

California School Employees Association  
and its Buena Park Chapter 569

Buena Park School District

  
Yvette Viramontes      Date  
President

  
Greg Magnuson      Date  
Superintendent

  
Anthony Solis      2/22/18  
CSEA Labor Relations Representative

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNING  
BOARD OF THE BUENA PARK SCHOOL DISTRICT ("the District") AND  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, AND ITS  
CHAPTER #569 ("the Association")**

Re: Instructional Assistant- Physical Education

Date: 5/22/2018

The Instructional Assistant- Physical Education (IA- PE) position was created to assist a certificated teacher in reinforcing instruction to individual or small groups of students in a physical education classroom or outdoor environment.

The rate of pay for the IA- PE will be at Range 10.

IA- PE positions will lead, monitor and oversee student drills, warm-up stretches, practices and exercises; coordinate teams and activities for physical education classes; organize sports activities during lunch and recess.

IA- PE positions will be responsible for maintaining student records in regard to physical education, and will assist with physical fitness testing.


Training on school expectations will be provided to the IA- PE positions on an annual basis.

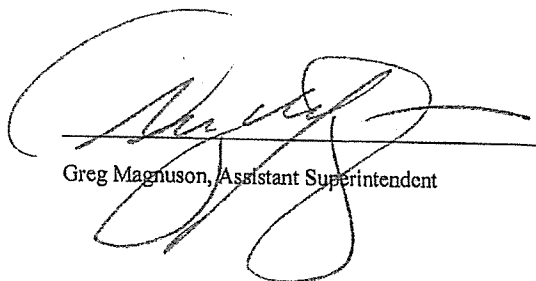
IA- PE position will be elementary only.

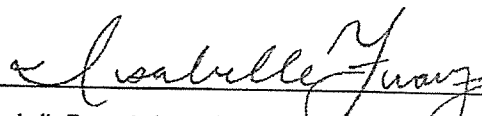
IA- PE position will acquire all fringe benefits in the event that they become six (6) hour employees.

Both parties agree on the job description, and will meet to discuss any changes that are proposed by any party (the District or the Association).

This MOU will remain in effect until June 30, 2019.

  
Yvette Viramontes, President, Chapter 569, CSEA

  
Greg Magnuson, Assistant Superintendent

  
Isabelle Franz, Labor Relations Representative, CSEA

**Memorandum of Understanding (MOU)**  
**Between**  
**The California School Employees Association (CSEA)**  
**and its Buena Park Chapter 569**  
**and**  
**The Buena Park School District**

November 1, 2018

This Memorandum of Understanding (MOU) is entered into by and between the Buena Park School District (District) and the California School Employees Association and its Buena Park Chapter #569 (CSEA), the following MOU is regarding existing Playground Supervisors as follows:

1. Effective January 1, 2018, AB670 amended section 45103 of the California Education Code removing the exclusion of part-time Playground Supervisors positions in public district from the classified service. As a result, Playground Supervisors shall receive all rights of classified service afforded by law all rights and burdens of the Collective Bargaining Agreement (CBA).
2. Effective October 1, 2018, Playground Supervisors will be placed on (PS) step 1 of the playground supervisor salary schedule. Step advances shall occur in accordance with the CBA or any changes in state minimum wage. (Per Appendix 1B)
3. Longevity increments shall be based and become effective on Playground Supervisor's seniority date, not their original hire date, effective October 1, 2018.
4. Playground Supervisors shall accrue sick leave and vacation, effective January 1, 2018.
5. Playground Supervisors shall receive applicable holidays as identified in the CBA effective January 1, 2018.
6. Playground Supervisors shall follow the Instructional Calendar, working 180 days.
7. Hours shall be fixed and prescribed established by the District.
8. Playground Supervisors shall be offered first right of refusal to stay at their assigned site. However, the CBA Article 14 – Classified Transfer Policy provisions shall apply.
9. No Playground Supervisors will incur a reduction in pay or hours because of this MOU. However, this does not prevent the District from exercising rights under the CBA or the law.
10. Playground Supervisors hired prior to January 1, 2018, shall have a seniority date of October 1, 2018. The District shall use their original hire date for purposes of ranking.
11. Playground Supervisors that have served less than 6 months from the date of this MOU, shall complete a probationary period and be evaluated in accordance with the CBA. Playground Supervisors that have served more than 6 months from the date of this MOU shall be considered permanent and shall receive their Step 2 increase effective January 1, 2020, and annually thereafter in accordance with the CBA and practice.
12. This MOU shall be subject to the grievance procedure of the CBA.

Playground Supervisors

\* All Playground supervisors begin on level 1

PS Step 1=\$12

PS Step 2=\$13

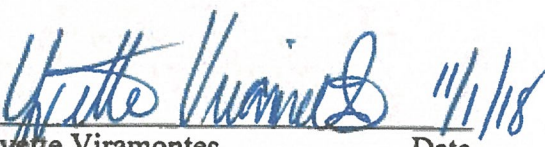
PS Step 3=\$14

PS Step 4=\$15

PS Step 5=\$15.5

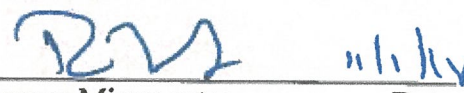
This MOU is subject to CSEA Policy 610 requirements and approval by the Governing Board of the Buena Park School District.

**For CSEA and its Buena Park  
Chapter 569:**

  
Yvette Viramontes                      Date  
CSEA Buena Park Chapter 569 President

  
Cecilia Lopez                      Date  
CSEA Labor Relations Representative

**For the Buena Park School  
District:**

  
Ramon Miramontes                      Date  
Buena Park School District  
Superintendent

**Memorandum of Understanding (MOU)**  
**Between**  
**The California School Employees Association (CSEA)**  
**and its Buena Park Chapter 569**  
**and**  
**The Buena Park School District**

October 16, 2018

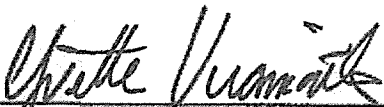
Pursuant to negotiations between the Buena Park School District (District) and the California School Employees Association (CSEA) and its Buena Park Chapter 569, this memorandum of understanding memorializes agreements reached in the negotiations of the job duties and compensation for the Instructional Assistant III – Special Education classification between the parties. The parties agree to the following:


1. A modification of the Instructional Assistant III job description to include additional duties comparable to those of similar instructional assistants in surrounding districts, specifically duties related to maintaining student data and routines. (See attached job description.)
2. A commensurate change in the range of Instructional Assistant III to recognize these new duties and to align more closely with neighboring districts. Previously on Range 12, now adjusted to Range 16, effective the day following Board approval.

This MOU is subject to CSEA Policy 610 requirements and approval by the Governing Board of the Buena Park School District.

**For CSEA and its Buena Park  
Chapter 569:**

**For the Buena Park School  
District:**

 10/16/18  
 Yvette Viramontes Date  
 CSEA Buena Park Chapter 569 President

 10/16/18  
 Ramon Miramontes Date  
 Buena Park School District  
 Superintendent

 10/16/18  
 Cecilia Lopez Date  
 CSEA Labor Relations Representative

**Memorandum of Understanding (MOU)  
Between  
California School Employees Association (CSEA)  
and its Buena Park Chapter 569  
and  
The Buena Park School District**

October 16, 2018

Pursuant to negotiations between the Buena Park School District (District) and the California School Employees Association (CSEA) and its Buena Park Chapter 569, this memorandum of understanding memorializes agreements reached in the negotiations of the job duties and compensation for the Health Clerk classification between the parties. The parties agree to the following:

1. A modification of the Health Clerk job description to include additional duties comparable to those of health clerks in surrounding districts, specifically duties related to maintenance of written and digital records and as liaison for homeless and foster youth. (See attached job description.)
2. A commensurate change in the range of Health Clerks to recognize these new duties and to align more closely with neighboring districts. Previously on Range 15, now adjusted to Range 21, effective the day following Board approval.

This MOU is subject to CSEA Policy 610 requirements and approval by the Governing Board of the Buena Park School District.

**For CSEA and its Buena Park Chapter 569:**

**For the Buena Park School District:**

Yvette Viramontes 10/16/18  
Date  
CSEA Buena Park Chapter 569 President

R = WS 10/16/8  
 Ramon Miramontes Date  
 Buena Park School District  
 Superintendent

 10/16/18  
Cecilia Lopez Date  
CSEA Labor Relations Representative

**Memorandum of Understanding (MOU)**  
**between**  
**Buena Park School District (District)**  
**and the**  
**California School Employees Association (CSEA) and its**  
**Buena Park Chapter #569**  
**December 2018**

During the summer months the district will offer an additional assignment of Utility Worker to unit members who work less than 12-months. Utility Workers will assist in completing maintenance work between the close of the academic school year and the opening of the following school year. Utility Workers will assist with the following tasks:

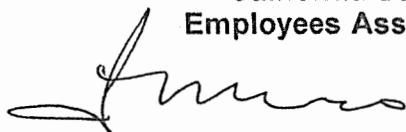
Custodial	Electrical	Plumbing
Gardening/Mowing	Carpentry	Moving Furniture, etc
Irrigation	Painting	
Other maintenance areas that may be designated.		

1. The rate of pay for a Utility Worker is \$19.55 per hour.
2. A Utility Worker can be assigned to any area in the Maintenance and Operations divisions, including assisting in painting, custodial, plumbing, carpentry, irrigation, grounds, electrical, or any other assigned duty.
3. A training session will be given to successful applicants.

Current unit members are eligible to apply for the additional assignment of Utility Worker. Upon the completion of the Utility Worker application, a group selected by the Chapter President and administration, will screen applications, and select candidates for various summer utility work needed. Notification will come through the Human Resources Department of the District.

This MOU is subject to CSEA Policy 610 requirements and approval of the Governing School Board of the Buena Park School District.

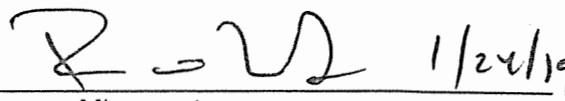
**California School  
Employees Association**



Tim Moreno  
CSEA Chapter President

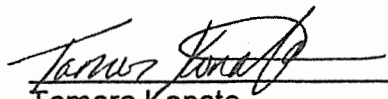
1/24/19  
Date

**Buena Park School District**



Ramon Miramontes,  
Superintendent

1/24/19  
Date



Tamara Konate  
Labor Relations Representative

1/24/19  
Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS BUENA PARK CHAPTER 569  
AND  
BUENA PARK SCHOOL DISTRICT


June 20, 2019

The California School Employees Association and its Buena Park Chapter 569 (CSEA) and the Buena Park School District (District) enter into this Memorandum of Understanding regarding the new bargaining unit classification "Network Services Specialist".

The parties agree to the following terms:

1. A new bargaining unit job description for "Network Services Specialist" shall be created as shown on the attachment;
2. The salary range for this bargaining unit position is placed at Range 65 on the CSEA Salary Schedule.

CSEA and its Buena Park Chapter 569:



Tamara Korn  
CSEA Buena Park Chapter President

Buena Park School District:



Russell Harrison  
Chief Personnel Officer

Tamara Korn  
CSEA Labor Relations Representative

**MEMORANDUM OF UNDERSTANDING RE RECLASSIFICATIONS**

**BETWEEN BUENA PARK SCHOOL DISTRICT AND  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS BUENA PARK CHAPTER 569 (CSEA)**

The Buena Park School District and the California School Employees Association and its Buena Park Chapter 569 (CSEA) agree to suspend Article 23 in its entirety and to enter into a Memorandum of Understanding regarding reclassifications. The Reclassification process shall be as follows:

The purpose of this Memorandum of Understanding is to establish a working procedure for the District to follow related to the reclassification of unit members' classifications where there is an accretion of higher level duties and not for an increased workload. This MOU will be in effect for two (2) years, and shall be reviewed at least once per year September 15 to clarify any procedure. The Parties may continue to renew this MOU for periods not to exceed two years, or until the Parties agree to modify and reinstate Article 23. As such, this MOU hereby supersedes Article 23 in the Parties current collective bargaining agreement, and suspends the application of Article 23 until the Parties agree to modify and/or reinstate it.

1. Reclassification of a unit member's job classification may be sought only for the accretion of higher level duties, not for workload increases.
2. A request for reclassification can be limited to reviewing only a single unit member's position or to consider reclassification of the entire class of employees. A unit member may submit a reclassification request for their job classification after attaining permanence and serving not less than three (3) years in the position. Except that:
  - a. A request for reclassification may not be submitted and will be denied without study, a reclassification study had been completed for the job classification within five (5) years of the request. (This exception shall not apply in the event the District completes a reorganization or restructuring of classified services affecting an entire classification without including a reclassification study.)
  - b. If there are three (3) or more requests for reclassification from different classes in a given year, and the Reclassification Committee recommends a delay of certain reclassification requests to prioritize others.
3. **FACTORS FOR RECLASSIFICATION:** Reclassification must be based on a gradual increase of higher level duties and responsibilities. Determinations shall be based upon the following guideline factors:
  - a. Changes in duties and responsibilities normally occurring over a period of not less than three years;
  - b. Any increase in responsibilities occurring over a period not less than two years that have been assigned by a supervisor of the employee.

4. FORM OF REQUEST

- a. A unit member shall submit a reclassification request to the Human Resources Department on a District Reclassification Request Form that must include documentation to support the request, including but not limited to the following:
  - 1) A description and evidence indicating specific higher level duties that have accreted to and are not otherwise captured in the existing job description and the frequency of such duties;
  - 2) The approximate timing and circumstances when such accreted duties began;
  - 3) Signature of acknowledgment by the unit member's supervisor that the duties of the position merit review for potential reclassification, shall not be denied for an arbitrary, capricious, or discriminatory reason.
  - 4) Signature of acknowledgement by the CSEA Chapter President or Labor Relations Representative that the position merits review for potential reclassification.
  - 5) Unit members shall submit their request electronically to the Human Resources Department via email, at [HRDepartment@bpsd.us](mailto:HRDepartment@bpsd.us). The unit member, upon request, shall receive a receipt of submission from the Human Resources Department. If a unit member who submitted a request for receipt of submission fails to receive this notice, it is the unit member's responsibility to contact the Human Resources Department for confirmation and if necessary, resubmit the request within the submission period.

5. TIMING OF REQUESTS

- a. Requests for reclassification may be submitted to the Human Resources Department between November 1 and December 15 of each year, hereafter "the submission period."
- b. By January 30 the Human Resources Department shall inform the unit member whether or not the request for reclassification will be studied with an anticipated completion and determination by April 30. However, the unit member will be informed of any change in timelines for processing the request for reclassification if recommended by the Reclassification Committee.
- c. By April 30, the Human Resources Department will notify the unit member of the reclassification recommendation, which could include any of the following results:
  - 1) The reclassification is approved;
  - 2) The reclassification is denied;
  - 3) The reclassification is denied, but it is recommended that there be a compensation adjustment for the period of time the unit member worked out of class. Accordingly, the unit member will remain in the same classification with duties reverting back to the job description.

MOU RE RECLASSIFICATION September 30, 2019

- 4) The reclassification is approved in part, to allow the reclassification of the applicant, but not with respect to the entire classification of unit members.
- d. The District will submit recommendations, if any, to the Governing Board at its first meeting in June for approval of the reclassification studies to become effective July 1 of the coming school year.

6. RECLASSIFICATION COMMITTEE

- a. The Reclassification Committee shall be an advisory committee to the Human Resources Department comprised of two (2) appointees by CSEA and two (2) appointees by the District, with regard to certain aspects of the reclassification process. The parties may identify an alternate who can participate on the Committee should a representative be unavailable to meet. The Committee shall be informed of the number of reclassification requests received and shall be informed of the District's determination regarding each reclassification request. The Committee will be convened to provide a recommendation in the following events:
  - 1) Should the District receive three (3) or more reclassification requests from different job classifications in a year, the Reclassification Committee will be convened before January 20 to provide a recommendation to the Human Resources Department to prioritize the order of reclassification studies, or an alternate timeline to complete all of the studies, or to recommend that a request or requests should be deferred for the following academic year.
  - 2) If a unit member's request for reclassification is denied in whole or in part, and wishes to have the recommendation reviewed, the Reclassification Committee will be convened between May 1 and May 30, to review an appeal. The unit member may appeal be as to the whole or part of the recommendation. The Committee will review the District's information related to the specific study, may review any additional information that was not available to the unit member at the time of the study, and will consider the unit member's basis for appeal. The Committee, in its discretion, may request the presence of the unit member to provide information or clarification as may be needed. -Thereafter, the Committee will recommend to the Human Resources Department that it proceed with its original recommendation or recommend that it consider specific additional factors not previously considered before making a final recommendation to the governing Board for Action.
  - 3) If the Reclassification Committee cannot reach a determination to support or reject the reclassification recommendation, the unit member may request that CSEA submit a statement to the Superintendent regarding the recommendation within five (5) days.
7. The District retains its right to determine the classification of positions and all rights to review and/or study the duties and compensation plans for unit members at any time. Should the District elect to conduct a formal job classification study of any one or more CSEA classifications, it shall notify the CSEA Chapter President.

MOU RE RECLASSIFICATION September 30, 2019

This Memorandum of Understanding regarding Article 23 and Reclassifications is entered into by and between Buena Park School District And California School Employees Association and Its Buena Park Chapter 569 (CSEA) on September 30, 2019.

FOR CSEA AND ITS BUENA PARK CHAPTER 569

  
Tim Moreno, CSEA Chapter 569 President

  
Kyle Osborne

  
Yvette Viramontes

  
Karen Knecht-

  
Tamara Konate-CSEA Labor Relations Rep.

FOR BUENA PARK SCHOOL DISTRICT

  
Dr. Ramon Miramontes, Superintendent

  
Russell Harrison, Chief Personnel Officer.

  
Rick Holash, Assistant Superintendent.

  
Barbara Montelongo, Director of HR

  
Lori Smock, Director of Special Services

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS BUENA PARK CHAPTER 569  
AND  
THE BUENA PARK SCHOOL DISTRICT**

September 4, 2020

This Memorandum of Understanding (MOU) is between the Buena Park School District (District) and the California School Employees Association and its Buena Park Chapter 569 (CSEA) and is pursuant to an agreement by the parties to the effects of the eliminated job positions from the July 2, 2020 Board Meeting, Resolution Number: #20-01.

The parties agree to the following:

**GENERAL PROVISIONS**

1. Layoff of classified bargaining unit members shall be conducted in accordance with Article 15—Layoff and Reemployment of the Collective Bargaining Agreement (CBA) and applicable laws.
2. Affected unit members shall have the opportunity to meet with an HR representative and CSEA representative to review their retirement, displacement right, vacancy, and other available options.
3. Laid-off unit members shall maintain their current level and contributions for health and welfare benefits from their date of layoff through December 31, 2020. Should a unit member secure other employment with health and welfare benefits before December 31, 2020, the unit member shall inform the District of the date when those benefits become effective within three (3) business days of beginning that employment. The District's obligation to provide these benefits will cease at the end of the day before the new employer's coverage begins or December 31, 2020, whichever comes first.
4. Full-time (6 hours or more) unit members who are laid-off or subject to voluntary reductions in hours shall be provided five (5) hours, with prior day notice, release time for the purpose of seeking alternate employment.
5. Unit members who received a notice of layoff and would have turned 55 years of age during the 2020-21 school year (by June 30, 2021) and have completed ten (10) years of service with the District shall be eligible for retirement benefits as per Article 9.7 of the CBA. Eligible unit members must submit a signed retirement or resignation emailed by September 4, 2020. The effective date of retirement will be September 5, 2020. An email on September 4, 2020 from the unit member or labor representative on the unit member's behalf, shall have the same effect as a signed notice, provided the unit member delivers a signed letter no later than Tuesday, September 8, 2020 at 10:00am.

## DISPLACEMENT RIGHTS

6. All affected unit members have displacement rights as described in Article 15.2 of the CBA. They shall exercise their displacement rights into any classification which they have previously held class, providing it is equal to or lower than the current classification. Unit members may exercise displacement rights for a position where they have greater seniority regardless of the assigned shift hours. The District shall place the unit member at an appropriate range and step which is closest to their current rate of pay consistent with Article 15.2.6.
7. The District will provide CSEA (Chapter President and assigned CSEA Labor Relations Representative) the current 39-month Reemployment List for each classification, and final placement list of employees after the displacement process has been completed. The Reemployment List and placement list shall be updated, and a copy provided to CSEA upon initial completion and upon request (as needed).
8. Consistent with 14.3.7 of the CBA, displaced unit members applying for vacancies will only be expected to retake the portion of the exam that they did not previously pass within the current fiscal year or subsequent fiscal year.
9. Laid off unit members who are rehired within 39 months shall have all contractual rights and benefits (i.e. longevity, vacation, sick leave, seniority, etc.) to resume at the same status as when the employee was laid off and shall regain their salary step/column.

## PERFORMANCE OF REMAINING WORK

10. The District agrees that unit members will have their workloads/tasks maintained at a reasonable level. The District agrees that unit members will not be asked to perform duties or functions which have been eliminated, where practicable as per Article 15.5.2.
11. The District and CSEA will meet periodically to discuss workload demands as a result of the layoff. The District agrees there will be no threat of disciplinary action and/or negative evaluations as a result of fewer staff employed to do the work.
12. The District agrees not to transfer work of eliminated classifications between bargaining unit classifications or outside the bargaining unit, including to certificated or management confidential, volunteers, short-term employees, and/or substitute employees.
13. This MOU shall expire when all unit members on the reemployment list per the Board of Education's July 2, 2020 Resolution #20-01 have been reemployed or if not reemployed, their placement on the reemployment list has expired.


## EXTENSION OF LAYOFF FOR CERTAIN CLASSIFICATIONS

14. The District has notified a number of unit members that they have been identified for a reduction in force (layoff) effective September 4, 2020. Among the identified classifications for layoff is the Library Media Clerk, Typist Clerk, and Media Print Technician. The Parties agree that the effective date of these layoffs for the Library

Media Clerk, Typist Clerk, and Media Print Technician will be extended until October 16, 2020, provided the affected unit members agree to the following temporary change to their duties and hours:

- a. Library Media Clerks will retain eight (8) hours of work per day, but will be assigned to multiple school sites (usually 2 but not to exceed 3). The work schedule and assigned work sites is to be determined.
  - b. Library Media Clerks existing duties and responsibilities will be adjusted until October 16, 2020, to include responding to increased parent and student demand for basic technical support to access digital content. For example, first level technology support, password recovery, enrolling students into software databases, and general trouble-shooting. More complex tech issues will be referred to the District's technology department.
  - c. The District will provide additional support and training to Library Media Clerks to perform these functions, many of which they already perform. They may be required to provide such support for students from different sites, when they may be physically present at another.
  - d. Typist Clerks shall have a temporary reduction in hours to eighteen (18) hours of work per week until October 16, 2020. The work schedule and assigned work sites is to be determined.
  - e. Media Print Technician shall have a temporary reduction in hours to eighteen (18) hours per week. The work schedule shall be six (6) hours per day on Monday, Tuesday, and Thursday.
15. Unit members in these classifications who accept the extension of their assignment to October 16, 2020, in this manner, shall maintain their current level of health and welfare benefits, and contributions, through December 31, 2020. In addition, if they contemplated exercising the option to retire set forth in Paragraph 5 above, provided they give notice by no later than September 4, 2020, they may make their retirement date effective October 16, 2020.
16. Unit members in these classifications who decline to accept the modification of duties and assigned work sites in lieu of layoff, shall be entitled to all other rights and benefits afforded to unit members who are laid off effective September 4, 2020.
17. Between September 4, 2020 and October 16, 2020, the Parties agree to meet and discuss potential permanent changes to hours and job duties for these classifications.

**For CSEA Buena Park 569:**

 9/4/2020  
\_\_\_\_\_  
Tim Moreno Date  
President, CSEA Chapter 569


 9/4/2020  
\_\_\_\_\_  
Lori Cannon Date  
Vice President, CSEA Chapter 569

 9/4/2020  
\_\_\_\_\_  
Karen Knecht Date  
Negotiation Team Member

 9/4/2020  
\_\_\_\_\_  
Tanya Moreno Date  
Negotiation Team Member

 9/4/2020  
\_\_\_\_\_  
Tamara Konate Date  
CSEA Labor Relations Representative

**For the District:**

 9/4/2020  
\_\_\_\_\_  
Russell Harrison Date  
Chief Personnel Officer

 9/4/2020  
\_\_\_\_\_  
Toni Traster Date  
Personnel Services Manager

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS BUENA PARK CHAPTER 569  
AND  
BUENA PARK SCHOOL DISTRICT**

**October 7, 2020**

**RETURN IMPACTS AND EFFECTS (COVID-19)**

This Memorandum of Understanding (MOU) is agreed between Buena Park School District (District) and the California School Employees Association and its Buena Park Chapter 569 (CSEA) concerning the impacts and effects of resumed District operations under the novel coronavirus ("COVID-19") pandemic conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

**Safety:**

**1. Guidance**

The District shall follow Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), California Department of Education (CDE), California Department of Public Health (CDPH), Division of Occupational Safety and Health (DOSH or Cal/OSHA) and Orange County Health Care Agency (OCHCA) guidance for school reopening and COVID-19. The District shall notify CSEA of any changes to its reopening plan or changes in the reopening phase as soon as practicable. Further, the District shall notify CSEA of any new guidelines from CDC, OSHA, CDPH, Cal/OSHA, OCHCA, or local health authorities and shall negotiate the effects of implementing those guidelines.

**Injury and Illness Prevention Plan:** The District agrees to post on the District website and/or provide each unit member a copy of the District's Injury and Illness Prevention Plan (IIPP) including District plans to address unique circumstances during the COVID-19 crisis and agrees to provide updates to employees and parents. Further, the District shall provide documented plans for testing and contact tracing for when any on-site person(s) have tested positive for COVID-19 in accordance with CDPH guidelines.

**2. Reporting Unsafe Conditions and Notice**

- a. **Site Specific COVID-19 Prevention Plan:** The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC, OSHA, CDPH, Cal/OSHA and

OCHCA guidelines. The District will establish a written, worksite-specific COVID-19 prevention plan at every facility and post on District website and provide each unit member at each site with an electronic copy and a printed copy shall be provided upon request of the plan including the name and contact information of the site designated (COVID-19 site designee) person responsible to implement the plan. CSEA chapter leaders and the assigned Labor Relations Representative shall be provided an electronic copy of each plan and COVID-19 site designee contact information.

- b. **Notice – Duty to Inform and Testing of Potentially Exposed Unit Members:** The District will inform CSEA as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students and at which campus or worksite said infection was found. It is understood that privacy rights under HIPAA and the Americans with Disability Act (ADA) shall be maintained. The District recognizes that it has a duty to inform employees and shall also notify bargaining unit employees who may have been exposed to COVID-19 at work. The District shall provide COVID-19 testing at no expense to potentially exposed bargaining unit employees where suspected exposure has occurred. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
- c. **Reporting Unsafe Working Conditions:** In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to Human Resources. The Chief Personnel Officer or designee shall, within three (3) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file Cal/OSHA or other administrative complains or to bring a grievance for violation of this agreement.

### 3. **Supplies**

The District shall follow CDC, OSHA, CDE, CDPH, Cal/OSHA and OCHCA hygiene training recommendations for employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventative sanitation measures (such as soap and water, hand washing stations, disinfectant wipes, disposable towels or tissues, hand sanitizer, and electrostatic sprayers). Further, the District shall provide handwashing locations with soap and water and adequate time for employees to wash hands or use sanitizer at least every half hour.

### 4. **Personal Protective Equipment (PPE)**

The District shall make available to all employees any personal protective equipment (PPE) necessary to comply with CDC, OSHA, CDE, CDPH, Cal/OSHA and OCHCA guidance and any PPE necessary to complete assigned tasks (i.e. masks, face shields, disposable gloves, eye protection, respiratory protections, and other appropriate protective equipment as need). The District shall provide enough protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.

The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:

- a. For staff engaged in symptom screening:

Surgical masks, face shields and disposable gloves

- b. For front office and food service staff:

Face coverings and disposable gloves

- c. For certain Special Education paraprofessional and Health Clerk staff:

Face coverings, disposable gloves, eye protection, reusable face shield, protective gown, head and feet coverings as needed

- d. For custodial staff:

Surface Cleaning: Masks, gloves appropriate for all cleaning and disinfecting

Deep Cleaning and Disinfecting: Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator as required by Cal/OSHA) in addition to PPE as required by product instructions

Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety.

## **5. Physical Distancing**

The District will ensure that there is physical distancing enough to allow at least six (6) feet distance between staff in their work environment and between staff and students/public to reduce the spread of virus, which includes:

- a. Avoiding the direction of staff congregation in work environments, break rooms, staff rooms, and restrooms and avoiding grouping staff for training or staff development utilizing virtual training and distancing measures.
- b. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet distance between employees and between employees and students/visitors. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to the extent possible.
- c. The District shall follow health guidelines and orders, including but not limited to:
  - a. Maintaining reasonable and appropriate changes to physical layout in school facilities and vehicles to maintain physical distancing:
    - i. One-way hallways when students return; and establish movement protocols for staff when no students are present and limits on number of students in classrooms or other spaces in accordance with CDPH guidelines

## **6. Sanitation**

The District shall establish and maintain a rigorous routine cleaning schedule including cleaning and sanitizing of frequent touch surfaces in accordance with federal, state, and local guidance. Rigorous routine cleaning schedule is defined as a plan for keeping school facilities at high level of cleanliness, particularly sanitizing high-touch surfaces. The District shall maintain adequate school-appropriate cleaning supplies to routinely sanitize or disinfect the school site in accordance with state and federal guidance.

## **7. Training**

The District shall provide training on hygiene, sanitation, use of supplies and PPE in accordance with CDC, OSHA, CDE, CDPH, Cal/OSHA and OCHCA guidance.

## **8. Visitors**

The District shall limit access to campus for parents and other visitors and require all visitors to wear a mask or face covering (disposable masks will be available at the entrance of each site). The District will evaluate whether and to what extent external community organizations can safely utilize the site and campus resources and ensure external community organizations that use the facilities also follow the school's health and safety plans and CDPH guidance. The District will review facility use agreements and establish common facility protocols for all users of the facility. The District shall establish protocols for accepting deliveries safely.

## **9. Refusal to Perform Unsafe Work**

All employees shall have the right, without retaliation, to refuse to perform work reasonably considered to be unsafe, by notifying their supervisor in writing of such refusal and the basis therefor. Employees may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modifications sufficiently addresses safety concern(s). A personal reluctance or preference to not perform a particular task is insufficient reason to consider the tasks reasonably unsafe. Should the employee and supervisor not come to agreement on the safety concern, the matter shall be brought to Human Resources and CSEA. After meeting and conferring with CSEA, if no consensus is reached, HR will determine if the unit member will perform the assigned work or other alternate assignment. CSEA reserves the right to file a grievance if it determines that the District's decision would be subject to the grievance resolution process.

## **10. Face Coverings**

The District shall require face coverings for every person on site, including students and visitors, in accordance with State health guidelines and orders.

## **11. Transportation**

The District agrees to the following to ensure the health and safety of bus drivers, staff, and students during transportation:

- a. Maintaining a maximum capacity seating plan for students of each bus in accordance with CDPH physical distancing guidelines.

- b. Providing drivers with a surplus of masks to provide students without a mask or students who are symptomatic on the bus. Authorized hand sanitizer for school related and transportation use shall be supplied.
- c. Instructing students and parents to maintain a minimum of six feet distance at bus stops while loading and unloading.
- d. Drivers will perform all regular duties and responsibilities, as assigned, and will load and unload all assigned students at their pick-up and drop off sites. Drivers will not be required to conduct any COVID-19 symptom checks of any students before they board a bus. Drivers shall continue to enforce all other standard bus rules and requirements.

## **12. Playground Supervisors / Temporary Adjustment of Duties**

When the District reinstates Playground Supervisors, temporary job duties for these employees may include the health screening of students before entering the school grounds. In addition, at least one Playground Supervisor at each school site will have adjusted duties to assist with the temperature screening of students who are transported to a school site. As students unload a bus, the Playground Supervisor shall organize all such students to submit to a temperature check, where all students will be allowed entrance to the school site, except when they test with a temperature of 100.4 degrees or higher. Students with this temperature will be isolated from other students and staff and will be directed to the school site health clerk for compliance with school site isolation protocols. These temporary duties will require the Playground Supervisor to report to work not later than 30 minutes before the start of instruction to meet students at the time they are delivered to a school site. The District shall provide training and guidance to Playground Supervisors prior to the return of students.

## **13. Child Nutrition Services**

The District agrees to the following to ensure the health and safety of child nutrition staff and students:

- a. Developing strategies to limit physical interaction during meal preparation and meal service, such as serving meals in classrooms or staggering cafeteria use.
- b. Installing physical barriers, such as sneeze guards and partitions, in areas where maintaining physical distance of a minimum of six feet is difficult.
- c. Modifying food service operations in accordance with CDC, OSHA, CDPH, Cal/OSHA and OCHCA recommendations for restaurants.

## **14. Workers' Compensation**

The District shall follow all state laws regarding workers' compensation claims related to COVID-19.

## **15. Health Screenings**

The District agrees to engage in "Active Screening" of staff, consistent with public health guidance, to include visual wellness checks, temperature checks with no-touch thermometers, and to require submission to a screening questionnaires on COVID-19 symptoms to determine if the unit member has had a fever exceeding 100.4 degrees in the last 24 hours, contact with any person who has had COVID-19 symptoms or a positive test within the last 14 days, or has any combination of COVID-19 symptoms.

- a. Employees shall not be required to respond to screening questionnaire questions that are not based on CDC, OSHA, CDE, CDPH, Cal OSHA and OCHCA COVID-19 recognized symptoms.
- b. The parties agree that screenings shall be considered a part of the standard workday. No employee shall be required to be screened prior to their designated start time.
- c. Temperature checks and screening questionnaires shall be performed and maintained in a confidential manner.
- d. The District agrees to monitor staff and students throughout the day for signs of illness and send home staff and students with a fever of 100.4 degrees or higher or other combination of COVID-19 symptom(s).

### **Leave Related to COVID-19:**

#### **16. HR 6201 Leave**

The District shall remain in compliance with all state and federal regulations regarding the response to COVID-19. This includes the Families First Coronavirus Response Act, also known as HR 6201, requiring the District to provide two weeks (10-days) of paid sick leave to classified employees unable to work if they are seeking a diagnosis of COVID-19, caring for a family member ill with COVID-19, advised to self-quarantine from a medical professional, or if the employee needs to provide childcare due to school and daycare closures. The employee may elect to utilize this emergency leave before other available leaves. Employees may coordinate accrued leave with HR 6201 FMLA two-thirds leave.

- a. With no less than three (3) business days advance notice, unit members may use HR 6201 leave intermittently for full-day absences on one or more days during a week, for childcare needs. Intermittent leave for a portion of a unit member's workday is not available. For unit members whose dependent care needs exist during a portion of their workday, the District will explore telework or changed work schedule to reasonably accommodate their needs and the satisfaction of the District's work to reduce unit members' use of leaves. An employee seeking to utilize this leave should contact Human Resources.

#### **17. Leave and COVID-19 Exposure**

In the event a CSEA bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, after utilizing HR 6201, presently available until December 31, 2020, use of all other sick leave policies will be liberally construed to encourage such employee to take necessary leave to not infect others by coming to work. Similarly, those employees with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as possible when consistent with the school's operational needs. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is a medical reason to do so.

- a. No employee shall have accrued leave deducted for taking time to comply with medical professional's advice to quarantine, or secure the health of one's household who has been ordered or advised to self-quarantine during the COVID-19 crisis, as permitted by HR 6201.
- b. Employees with serious underlying medical conditions that might make them a higher risk for severe illness from COVID-19, shall be entitled to engage the District in an interactive process to determine how to accommodate their ability to perform their duties in a safe manner. These accommodations may include, but are not limited to, remote work or temporary change of duties to allow for remote work.
- c. When HR directs an employee to self-quarantine due to a close contact exposure at a District worksite, the Parties agree it will be a priority for the District and unit member to identify safe remote work opportunities so that the member will be allowed to work remotely for fourteen (14) calendar days, or until asymptomatic and with receipt of a negative COVID-19 test, and/or permitted by health authorities to return to work. The District will explore remote work involving additional or temporarily changed duties and training opportunities to reduce a unit member's use of leaves. If they cannot work remotely, and are seeking a diagnosis of COVID-19 due to potential exposure at a District worksite, they shall avail themselves of HR 6201 leave. Once HR 6201 is exhausted or unavailable, they are permitted up to ten (10) paid administrative leave days at full-pay for the remainder of the quarantine or until receipt of a negative COVID-19 test, and/or permitted by health authorities to return to work.
  - i. Should the unit member exhaust such leaves and due to other close contact encounters is directed by HR to self-quarantine, in its sole discretion, the District may afford the member an additional five (5) paid administrative leave days at half-pay.
  - ii. This paid administrative leave shall be available through June 30, 2021.
- d. When a unit member is not permitted to be physically at work due to health screenings (e.g. high temperature or positive report of key symptoms), or-because they have become ill or are directed by a physician or health authority to quarantine due to COVID-19 exposure outside of work, they shall avail themselves of HR 6201 leave, after which all other available paid leave options pursuant to the Parties' CBA shall be used as liberally as possible.
- e. "Close contact exposure" means contact within 6 feet of an individual with confirmed positive COVID-19 test, for a combined total of 15 minutes or more within a 24-hour period.
- f. Employees with dependent-care needs who are not absent for health reasons related to COVID-19, should not have accrued leave deducted for failing to report, unless the District offered suitable childcare for the duration of work hours and the employee has declined. Employees with dependent care needs may utilize leaves available under HR 6201 and accrued leaves shall be applied as liberally as possible.
- g. "Suitable childcare" includes childcare with costs that do not exceed one-third of the employee's normal daily wages.

## **18. Working Conditions**

The District and CSEA agree that employees will either be working at their regularly assigned site or teleworking dependent on the District's phase in the reopening plan (i.e. full distance learning, minimum days, full return of students) and/or executive or local orders.

- a. The District will provide those working from home with all the equipment needed to perform their assigned duties.
- b. The District agrees to give no less than 24-hours' notice prior to requesting an employee report back to their site.
- c. While teleworking, employees are expected to be available during their normal designated work hours. However, no employee will be expected to answer every phone call or immediately answer every email. Employees are expected to return phone calls and emails within a reasonable amount of time.
- d. The District agrees that managers and supervisors shall not contact employees outside their designated working hours. Unit members working remotely are subject to Article 11.4.2 of the CBA, and if contacted after completing their designated remote working hours to provide additional work, they will be granted a minimum of two (2) hours of work.

## **19. Workload**

The District and CSEA agree to address anticipated increased workload concerns to accommodate CDC, CDPH, and other public health guidelines and recommendations. The District and CSEA shall meet to address any concerns regarding workload. No unit members will be disciplined for workload issues.

The District shall maintain specific plans on how to follow Orange County Health Care Agency (OCHCA) guidelines with current staffing levels or added positions.

## **20. Job Duties**

The District and CSEA recognize temporary changes in job duties may be required to meet the requirements of CDC, CDE, CDPH and County Office guidelines. The parties agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This shall not be considered precedent setting for either party. All temporary transfer of duties shall be negotiated.

## **21. Need to Reclose Schools**

The District agrees that reclosure of schools shall be in accordance with CDPH guidance based on reliable, measurable data, and that the data shall be made available to CSEA upon request.

## **22. No Loss of Pay During COVID-19 Related Closures Or Curtailments**

As District facilities are closed and/or District operations are curtailed due to the pandemic, CSEA bargaining-unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Thus, for example the District will continue to pay bargaining-unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. Notwithstanding, the District retains its right pursuant to Education Code Section 45117.

### **23. Employees Reporting During Closures**

The District shall timely inform CSEA about which classifications of employees, and how many, are required to report for work during COVID-19 related closures. The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the pandemic and shall upon request bargain further about the effects of such operations. The District shall in no event assign bargaining-unit employees to perform work not reasonably related to their usual work without first bargaining with CSEA.

### **24. Learning Continuity and Attendance Plan**

The District agrees to include CSEA in the development of its Learning Continuity and Attendance plan.

### **25. Compliance with Further Governmental Orders**

The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

### **26. Duration of Agreement**

This MOU is a temporary agreement to address the extraordinary circumstances created by COVID-19 pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until either the end of the day on June 30, 2021, or the lifting of the statewide State of Emergency declared on March 4, 2020 in response to the coronavirus outbreak, or upon another date mutually agreed upon by the Parties, whichever comes first. The District agrees to share information related to impacts on working conditions and negotiate such changes with CSEA. The parties may reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.

**[SIGNATURES ON NEXT PAGE]**

THIS MOU RE RETURN IMPACTS AND EFFECTS (COVID-19) IS ENTERED INTO ON THIS  
7<sup>TH</sup> DAY OF OCTOBER 2020

**FOR CSEA AND ITS CHAPTER #569**

 10/07/2020  
Tim Moreno, President CSEA Chapter 569


 10/07/2020  
Lori Cannon, Vice President Chapter 569


 10/07/2020  
Karen Knecht, Negotiations Team Member

 10/07/2020  
Kyle Osborne, Negotiations Team Member

 10/07/2020  
Yvette Viramontes, Negotiations Team Member

**FOR BUENA PARK SCHOOL DISTRICT**

 10/07/2020  
Russell Harrison, Chief Personnel Officer

 10/07/2020  
Dr. Elsie Simonovski, Director CWA

 10/07/2020  
Toni Traster, Personnel Services Manager

 10/07/2020  
Lori Smock, Director of Special Services

 10/07/2020  
Salvador Holguin, Jr., Negotiator

**CSEA LABOR RELATIONS REPRESENTATIVE**

 10/7/2020  
Tamara Konate