

AGREEMENT

BETWEEN

THE LIVERMORE VALLEY JOINT
UNIFIED SCHOOL DISTRICT

AND

LIVERMORE CHAPTER #334
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

JULY 1, 2020 – JUNE 30, 2023

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

LIVERMORE, CALIFORNIA

BOARD OF EDUCATION

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Emily Prusso Clerk
Yanira Guzmán Member
Kristie Wang Member
Anne White Member
Kelly Bowers Superintendent

LIVERMORE CHAPTER #334


OF THE


CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

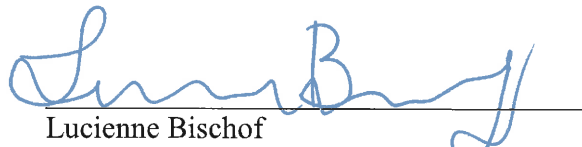
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CSEA/LVJUSD 2020-2023 Contract

In Witness Whereof, of the action taken by the California School Employees Association, Livermore Chapter 334, to ratify this agreement on March 1, 2022 the Union has caused this agreement to be signed by its President, and in witness of the action taken, by the Livermore Valley Joint Unified School District Board of Education to ratify this agreement at its meeting of March 1, 2022, the District has caused this Agreement to be signed by its Superintendent.


Stephanie Waggener, President
CSEA


Mamie Kristovich, Negotiations Team Lead
CSEA


Lucienne Bischof
CSEA Labor Relations Representative


Kelly Bowers, Ed.D.
Superintendent of Schools
Livermore Valley Joint Unified School
District

Dated: March 1, 2022

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ARTICLE 1: AGREEMENT

This Agreement is entered into this 16th day of December 2021, by and between the Livermore Valley Joint Unified School District, hereinafter referred to as "District" and Livermore Chapter #334 of the California School Employees Association, hereinafter referred to as "CSEA", pursuant to Government Code 3540-3549.

ARTICLE 2: RECOGNITION

Exclusions to the unit are attached hereto and incorporated by reference as part of this Agreement. Upon creation of a new position, the employer shall inform CSEA of its intent to exclude said position(s). Where agreement cannot be reached, the parties shall jointly submit the dispute to the Public Employment Relations Board (PERB) for resolution.

THE FOLLOWING CLASSIFICATIONS ARE EXCLUDED:

- MANAGEMENT - CLASSIFIED
- SUPERVISORY - CLASSIFIED
- CONFIDENTIAL – CLASSIFIED
- OTHER UNIT(S) - All members of the Maintenance/Operations/Printing and Food Services Unit.
- OTHER NON-BARGAINING UNIT EMPLOYEES – Substitutes; Noon Duty Supervisors

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed, that the District retains all of its powers and authority to direct, manage, administer, and control to the full extent of the law.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 4: ORGANIZATIONAL RIGHTS

- 4.1 CSEA shall have the right of access before working hours, during breaks, during lunch periods, and after work hours to contact employees.
- 4.2 CSEA and its agents, officers, or other representatives shall make their presence at any school site known to the site administrator prior to any such meetings.
- 4.3 The Association may use school buildings provided the requirements established to make such use of buildings is satisfactorily met and that any actual costs incurred as a result of such use are reimbursed to the District.
- 4.4 The Association may use the intra-district mail system.
- 4.5 Each job site shall have a designated area to post materials of interest to its members provided that a copy of any materials posted is submitted to the Superintendent or his/her designee prior to such posting.
- 4.6 The District shall cause to be printed a copy of the completed agreement and shall supply CSEA with sufficient copies of the agreement to allow distribution to each unit member, provided that costs for such printing are shared equally between the District and the Association.
- 4.7 The District will provide a seniority roster of unit personnel employed by the District on or about November 15 of each year.
- 4.8 The President or designee of CSEA shall be provided with a copy of the expanded agenda of board meetings which will include all matters except those of a confidential nature.
- 4.9 CSEA has the right to review at reasonable times materials in the possession of or produced by the District necessary for CSEA to fulfill its role as the exclusive bargaining representative, excluding all confidential materials.
- 4.10 CSEA shall provide the District with CSEA information for newly hired classified employees. This information shall be provided to new employees during new employee orientation. The District shall provide CSEA Chapter President or designee with information on newly hired classified employees (Name, Start Date, Site Location, Job Classification) via email within one week of hire. CSEA shall be allowed 15 minutes during any new classified employee group orientation that is held at the District Office.

ARTICLE 5: ORGANIZATIONAL SECURITY

- 5.1 Organization Security - It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to information about bargaining unit members.
- 5.2 Dues Deductions - CSEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for members in the bargaining unit.

The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of the bargaining unit.

The employer shall, without charge, pay to CSEA within 30 days of the deduction all sums so deducted.

Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

The employer shall within 15 days notify the CSEA chapter treasurer if any employee in the bargaining unit revokes a dues authorization.

- 5.3 Hold Harmless – CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provision of this agreement or the implementation thereof.

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

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

- 5.4 Assembly Bill 119 Requirements – The passage of Assembly Bill 119 has added requirements for public employers to provide access to new employee orientations and provide contact information to the exclusive representative for all bargaining unit members.

5.4.1 District Notice to CSEA of New Hires

- 5.4.1.1 Provide CSEA with Notice of New Hires – The District shall provide the CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) workdays of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, site, personal email address, cell and/or home telephone number, and mailing address.

5.4.1.2 Definition of Newly Hired Employees – “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 whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, and 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 unit.

5.4.2 Employee Information

5.4.2.1 Provide CSEA with New Hire Contact Information – On the last workday of each month, the District shall provide to CSEA, via a mutual agreeable secure FTP site or service, the name and contact information of the new hires. Where new hires are hired within the last ten (10) days of a given month, the information may be reported on the last day of the month following hire. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

First Name;
Middle Initial;
Last Name;
Suffix (i.e. Jr., III);
Job Title;
Department;
Primary Worksite Name;
Work Telephone Number;
Work Extension;
Home Street Address (incl. apartment/unit # if applicable);
City;
State;
Zip Code (5 or 9 digits);
Home Telephone Number (10 Digits);
Personal Cellular Telephone Number (10 Digits);
Personal Email Address of the Employee;
Last Four Numbers of the Social Security Number;
CalPERS Status (“Y” if in CalPERS; “N” if not in CalPERS);
Hire Date

5.4.2.2 Provide CSEA with Periodic Update of Unit Member Contact Information – The District shall provide CSEA, via a mutually agreeable source FTP site or service, all bargaining unit members names and contact information described in section 5.4.2.1 on the last working day of September, January, and May.

5.4.3 New Employee Orientation

- 5.4.3.1 Definition of New Employee Orientation – “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 5.4.3.2 Provide CSEA with Access to New Employee Orientations – CSEA shall receive no 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. Notice to CSEA’s Chapter president and/or designee will include the new employees’ full legal name, date of hire, classification, worksite, personal email address, cell and/or home telephone number, and mailing address.

Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator and/or group orientation sessions.

Group Orientations – The District will hold new employee orientations for all new hires on a bi-weekly basis. The District and CSEA shall develop a yearly calendar of group orientation sessions to be held no less than twice per month, with the exception of the months of November and December, where only one (1) orientation session will be held in each month. Orientation sessions will be cancelled where there are no new hires. The group orientations shall be scheduled in regular intervals approximately two (2) weeks apart. CSEA shall have a minimum of one (1) hour, including travel time, of paid release time for one (1) CSEA representative to conduct the orientation session. Where more than six (6) new hires are scheduled to attend the orientation session, CSEA shall have a minimum of two (2) CSEA representatives to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

Individual Orientations – In the event the District conducts one-on-one orientations with new employees, CSEA shall have a minimum of thirty (30) minutes of paid release time, including travel time, for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

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

During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be present.

5.4.3.3 New Hire Information Packet – The District shall include the CSEA membership application and a link for an electronic application in the new employee orientation packet.

5.4.4 In the event there is a change in law to AB 119, either party may opt to reopen negotiations on this Article within thirty (30) days of the change.

5.4.4.1 Savings Clause – If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by a government 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.

ARTICLE 6: WORKDAY, WORKWEEK AND WORK YEAR

- 6.1 The regular workweek shall be five (5) consecutive days of eight (8) hours per day. The starting and ending time of an employee's workday may be changed by the administrator and/or program manager. A change in hours may be made for justifiable needs of the district. Some guidelines for changes in hours are:
 - 6.1.1 Education programs.
 - 6.1.2 Changing workloads.
 - 6.1.3 Any adjustment of three (3) days or more duration shall require the District to provide written notice to the employee and the Association providing the basis for the change. This notice shall be provided at least two (2) weeks prior to the effective date of the schedule change.
 - 6.1.4 A change in hours shall not be made without basis in fact, or for punitive reasons, or result in loss of seniority or other benefits under this agreement. Such change in hours shall be without prejudice to the employee.
 - 6.1.5 A change in hours in excess of thirty (30) minutes shall be by mutual agreement between the administrator/program manager and the employee.
- 6.2 Workday - Employees shall normally work an eight (8) hour workday, not including a duty-free lunch period of not less than one half (1/2) hour.
 - 6.2.1 If the District is notified of a situation, by a Paraeducator – Special Education or other classroom related classification, where supervision is not occurring, action shall be taken to provide appropriate supervision.
- 6.3 Workweek – When additional hours become available employees whose workweek is less than forty (40) hours will be offered increased hours, in their current classification, at their current work locations. Hours shall be offered by order of seniority and employees may accept the additional hours as long as the hours do not conflict with their current assignment. For Paraeducators – Special Education, additional hours shall first be offered to the employee in the current assignment. CSEA shall be notified when an offer for additional hours will be made. New permanent positions that may open and would provide said employee with increased hours will fall under the provisions of Article 18: Transfers and Promotions.
- 6.4 Work year – The monthly calendar and work days for classifications is listed in Appendix M. Employees whose work year is less than 12 months shall be as follows:
 - 6.4.1 The regular work year for 10 month employees shall be determined on an annual basis. Upon Board adoption of the school year calendar, 10 month employees shall be notified by Human Resources of their starting and ending dates.
 - 6.4.2 The regular work year for 11 month employees shall begin on the first work day in August and end on the last workday of June.
 - 6.4.3 The regular work year for school year employees shall begin on the first day students return to class and end the last day that students are in class.
- 6.5 Night Employees

6.5.1 Workday - Employee shall normally work a seven and one-half (7-1/2) hour day not including a duty free lunch period of not less than one-half (1/2) hour.

6.5.2 Workweek - The workweek of a night employee shall be thirty-seven and one-half (37-1/2) hours.

6.5.2.1 Assignment of duties for which differential compensation is designated, other than a temporary assignment of less than twenty (20) working days, shall be made on the basis of seniority among those employees within the appropriate class who request such an assignment.

6.5.2.2 No employee assigned to work a shift entitled to differential compensation shall be demoted in class or grade as a result of such an assignment.

6.5.2.3 An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation for the first twenty (20) days or less, assigned to a shift not entitled to such compensation.

6.5.2.4 An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation for the first twenty (20) days of the summer recess.

6.5.2.5 For all purposes, the regular rate of pay of an employee assigned to a shift which provides differential compensation shall be the differential rate.

6.6 Lunch Period - Any employee who works at least five (5) hours per day will receive a duty free lunch period of not less than one-half (1/2) hour. This free period is to be taken not less than two hours after the start of the work shift and not less than one hour before the end.

6.7 Rest period - All bargaining unit employees shall be granted rest periods, which insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Such times shall be mutually agreed upon between employee and his/her supervisors. Rest periods of a total of thirty (30) minutes on evening or special workshifts shall be scheduled to the mutual convenience of the employees and supervisors. Rest periods are a part of the regular workday and shall be compensated at the regular rate for the employee.

6.8 Overtime

Except as defined herein, and except for approved flex time that does not exceed forty (40) hours per week (Ed Code 45132), overtime is defined to include any work authorized to be performed in excess of eight (8) hours in any one day or forty (40) hours in any work week.

Ed Code 45132: When a four day work week is established, the overtime rate shall be paid for all hours worked in excess of the required workday which shall not exceed ten (10) hours. Work performed on the 5th, 6th, and 7th days shall be compensated for at a rate equal to one and one half (1 1/2) times the regular rate of pay of the employee designated and authorized to perform the work.

- 6.8.1 The rate of compensation for overtime shall be at least time and one-half of the employee's regular rate of pay.
- 6.8.1.1 For employees attending outdoor education camp in support of a Special Education student, the employee will receive their regular rate of pay for the first eight (8) work hours, and then receive the overtime rate of pay until 9:00 PM. (In the event that employees work later than 9:00 PM, timesheets will be submitted and compensated at the overtime rate of pay.)
- 6.8.2 When any full-time classified employee is required to work on a Sunday, he/she shall be paid at double the employee's regular rate of pay.
- 6.8.3 If an employee has established an average workday of four (4) hours or more during the workweek, such employee shall be compensated for any work performed on the sixth or seventh day at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay.
- 6.8.4 If an employee has established an average workday of less than four (4) hours during the workweek, such employee shall be compensated for any work performed on the seventh day at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay.
- 6.8.5 Work performed on a holiday designated by this Agreement shall be compensated at triple the employee's regular rate of pay.
- 6.8.6 Right of Refusal - Any employee shall have the right to reject any offer or request for overtime or call back, on call, or call in time except in an emergency. Emergency is defined as an Act of God, or threat to life, property or safety of employees and/or students.
- 6.8.7 Minimum Call-In Time - Any employee called back to work after completion of his/her regular assignment shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.
- 6.8.8 Call Back Time - Any employee called back to work after completion of his/her regular assignment shall be compensated for at least two (2) hours of work at the overtime rate, irrespective of the actual time less than that required to be worked.
- 6.8.9 Compensatory Time Off - When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within six (6) calendar months following the month in which the overtime was worked. Compensatory time off shall be compensated at the appropriate rate which shall be approved in advance and not be less than one and one-half (1-1/2) times the number of hours worked by the employee. The rate of one and one-half (1-1/2) times the hours worked shall apply only after an employee has worked a full eight (8) hour day or in the case of a night employee, seven and one-half (7-1/2) hours.

- 6.8.10 Hours Worked - For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.
- 6.8.11 Flexible Work Shifts - Where two (2) or more employees and/or the program manager in a department wish to elect to stagger their work hours, a conference shall be scheduled between the designated manager and the employees in order to discuss the feasibility of such scheduling. Final determination regarding such change of work hours shall rest with the Superintendent or designee. Notwithstanding the restrictions of this Article as to the provisions for length of any single workday, where the Superintendent or designee agrees to change work schedules, such scheduling shall be permitted on a six (6) months trial basis.

ARTICLE 7: HOLIDAYS

- 7.1 All employees shall be entitled to the paid holidays listed in the distributed yearly calendar (Appendix B) provided they are in a paid status during any portion of the working day immediately preceding or succeeding the Holiday.

The holidays are agreed to subject to changes in federal and/or state law.

- 7.2 Pay for any day of absence under the Holiday Provisions of this Agreement shall be the same as if the employee worked.
- 7.3 Holiday Eligibility of Part-Year Employees - Employees not assigned during winter or spring recess shall be entitled to pay for all holidays occurring during the workday, of his/her assigned work year calendar, immediately preceding or succeeding the holiday.
- 7.4 Additional Holidays - Every day declared by the President or Governor of this state as a public fast, thanksgiving or holiday, or any day declared by the Board of Education as a holiday shall be a paid holiday for all employees in the bargaining unit.

ARTICLE 8: VACATION PLAN

8.1 Definitions

- 8.1.1 Eligibility - All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1st through June 30th.
- 8.1.2 Vacation Pay - Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 8.1.3 Paid Vacation - Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation may be granted in the fiscal year in which it is earned.
- 8.1.4 Holidays - When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation for each holiday falling within that period.
- 8.1.5 Calculation of Vacation - When hire date is on or before the 15th of the month, that month will count in calculating vacations. When the hire date is after the 15th of the month no vacation will be earned for that month.
- 8.1.6 Vacation Pay Off – Vacation pay off is when a unit member is given pay for earned vacation time in lieu of taking the time off.
- 8.1.7 Vacation Factor – For classifications that work 10-months a year (194 or 204 days), in lieu of receiving vacation days, shall receive payment in the form of a vacation factor percentage included in their monthly paychecks. The vacation factor calculations is shown on Appendix C – Salary Schedule.

8.2 Accumulation - Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

- 8.2.1 Vacation for all part time employees shall be prorated in accordance with the regularly scheduled workday.
- 8.2.2 Commencing with the first (1st) year through the fifth (5th) year of service, vacation shall be earned and accumulated at the rate of one (1) day vacation for each month of service not to exceed twelve (12) days per fiscal year.
- 8.2.3 Commencing with the sixth (6th) year through the tenth (10th) year of service, vacation shall be earned and accumulated at the rate of one and one-half (1.5) days for each month of service, not to exceed eighteen (18) days per fiscal year.
- 8.2.4 At the completion of ten (10) years of service, two (2) additional days of paid vacation shall be granted, not to exceed twenty (20) days per fiscal year.
- 8.2.5 After fifteen (15) years of service, an employee earns one (1) additional day, for a maximum of 21 days earned vacation days per year.

- 8.2.6 After twenty (20) years of service, an employee earns one (1) additional day, for a maximum of 22 days earned vacation days per year.

8.3 Vacation Plan

- 8.3.1 Vacation Accrual – Beginning with the 2003-04 school year and continuing thereafter, if a bargaining unit employee does not take all or any part of his/her annual vacation, the amount not taken shall be accumulated for use in the following year, up to a maximum of two (2) years. The employee shall receive a vacation pay off for the accumulated vacation time so that no more than two (2) years are accumulated.
- 8.3.2 Vacation Pay upon Termination - When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 8.3.2.1 If an employee has taken vacation in excess of that which they have earned, his/her final pay check will reflect an adjustment to pay back in the excess hours used.
- 8.3.3 Vacation Postponement - If a bargaining unit employee's vacation becomes due during a period when he/she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation available at that time, or may request to carry over his/her vacation to the following year.
- 8.3.4 Vacation Scheduling - Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work requirements.
- 8.3.4.1 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.
- 8.3.4.2 An employee may schedule a vacation at times when school is in session for a "once in a lifetime" opportunity. The employee shall give a minimum of two (2) weeks notice of his/her intent to take vacation pursuant to this section. It is intended that this be used for special and unusual circumstances on a one time basis. An employee who schedules a vacation on this basis will not be required to explain the circumstances or reason for the vacation. However, this opportunity shall be available on a one time basis only.
- 8.3.5 Interruption of Vacation - An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.

ARTICLE 9: GRIEVANCE PROCEDURE

- 9.1 Day - A day is any day in which the central administrative offices of the Education Center are open for business. The purpose of this Article is to provide a procedure for the equitable resolution of grievances. It is the intent of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.
- 9.2 A grievance is defined as an allegation by an employee that there has been a violation, misinterpretation, or misapplication of this Agreement.
- 9.3 Procedure - Grievances shall be handled in the following manner:

Step One: A written request for an informal personal conference shall be submitted by an employee to his/her immediate supervisor within thirty (30) days after the employee knew or reasonably should have known of the circumstances which form the basis for the grievance. Within five (5) days after presentation of the grievance, the supervisor shall meet with the grievant to resolve the matter. Within five (5) days after meeting, the supervisor shall respond to the employee. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and immediate supervisor.

Step Two: If the grievant is dissatisfied with the response from the immediate supervisor, the grievance may be presented in writing to the immediate supervisor within ten (10) days after the receipt of the response. The supervisor shall respond in writing within ten (10) days after the receipt of the grievance. The written grievance shall include:

- a. A statement of the specific grounds of the grievance, including names, dates, and places, where necessary, for a complete understanding of the grievance.
- b. A listing of the provisions of this Agreement which are alleged to have been violated, misapplied or misinterpreted.
- c. A listing of specific action requested of the employer which will remedy the grievance.

Step Three: If the grievance is not satisfactorily adjusted at Step Two, the grievance may be submitted within ten (10) days after the receipt of the written decision, or within five (5) days of the date on which the response should have been received, to the next level of supervision. Within ten (10) days from the receipt of the grievance, the administrator involved shall meet with the grievant in an effort to resolve the grievance. The administrator shall make a written reply to the grievant within five (5) days after such meeting.

Step Four: If the grievance is not satisfactorily adjusted at Step Three, the grievance may be submitted within ten (10) days after the receipt of the written decision to the Superintendent or his/her designee. Within five (5) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant in an attempt to resolve the grievance. Within five (5) days after this meeting, the Superintendent or his/her designee shall deliver to the grievant the response to the grievance.

- 9.4 Within ten (10) days after receiving the decision of the Superintendent or his/her designee or if no decision has been rendered, CSEA may request arbitration. CSEA shall contact the State Mediation/Conciliation Service to obtain a list of five (5) arbitrators.
- 9.4.1 Selection of arbitrators shall be by mutual agreement of the parties. If the parties are unable to agree on an arbitrator, each party may strike up to two (2) arbitrators from the list. In the event the remaining arbitrator isn't available, the District or the Association may submit a request to the State Mediation/Conciliation Service for a new list of five (5) arbitrators.
- 9.4.2 Once the Arbitrator has been selected, hearings shall commence at the convenience of the Arbitrator.
- 9.4.3 The Arbitrator shall conduct the hearings in accordance with the rules of the American Arbitration Association and the provisions of this procedure.
- 9.4.4 The appeal shall be in writing and shall include the same information as described in the previous appeal.
- 9.4.5 The Arbitrator shall have available to him/her all documents relating to the grievance and any District records that would be helpful in resolving the problem.
- 9.4.6 The Arbitrator's decision shall be in writing and shall set forth the Arbitrator's findings of fact, reasoning and conclusions on the issues submitted.
- 9.4.7 The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
- 9.4.8 The decision of the Arbitrator shall be final and binding upon the parties to this Agreement. The decision shall be submitted to the Superintendent and a copy to be given to CSEA.
- 9.4.9 Limitations on the Arbitrator
- 9.4.9.1 The Arbitrator shall be subject to the following limitations:
- 9.4.9.2 The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 9.4.9.3 The Arbitrator shall have no power to establish salary structures or change any salary. This limitation does not apply to a recommendation to change placement on the salary schedule.
- 9.4.9.4 The Arbitrator shall have no power to recommend or resolve:
- a. Any issue arising out of the exercise by the Board and the administration of its responsibilities under the District Rights Section of this Agreement, including the facts underlying its exercise of such discretion;
 - b. Issues involving the content of evaluation.

- 9.4.9.5 The Arbitrator shall be limited in his/her recommendations to recommend only return to the status prior to the violation, misapplication, or misinterpretation.
- 9.4.9.6 The Arbitrator shall have no power to change or recommend change in any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District.
- 9.4.9.7 The Arbitrator shall have no authority to usurp the Board's financial rights and responsibilities, but may recommend to the Board to rectify contractual errors that have resulted in loss of compensation to the grievant(s).
- 9.4.9.8 If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the Arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- 9.4.9.9 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of any arguments related to the jurisdictional limitations upon the Arbitration hearing.

9.5 Costs and Conduct of the Hearing

- 9.5.1 Expenses incurred by the Arbitrator shall be shared equally by the District and CSEA. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - a. The cost of the services and expenses of a court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree.
 - b. The court reporter shall deliver a copy of the proceeding to each requesting party as soon as possible.
 - c. Cost of copies of the proceeding shall be paid by the party(ies) requesting such copy(ies).
- 9.5.2 Hearings held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 9.5.3 Such hearing shall be conducted during nonworking hours, unless there is mutual agreement for other arrangements.
- 9.5.4 The District and the Organization are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
- 9.5.5 If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievances to the appropriate administrator.

- 9.5.6 The resolution of a grievance which has the effect of resolving problems for which other bargaining unit employees would have filed, shall also apply to the class of employees.
- 9.5.7 Any employee may present grievances to the employer and have such grievance adjusted without the intervention of CSEA as long as the adjustment is reached prior to a Board hearing and is not inconsistent with the terms of this Agreement. The public school employer shall not agree to the adjustment or resolution of grievances until CSEA has received a copy of the grievance and proposed resolution and has been given the opportunity to file a written response.
- 9.5.8 The employer and CSEA agree that every effort will be made to settle the grievance at the lowest level possible.
- 9.5.9 Failure by the Administration to adhere to decision deadlines will permit the grievance to automatically proceed to the next step.
- 9.5.10 The parties may extend dates by mutual agreement.
- 9.5.11 Until final disposition of a grievance, the grievant is required to conform to the original direction of his/her supervisor.
- 9.5.12 The grievant has the right to have a representative present at any step of the grievance procedure.
- 9.5.13 The grievant, and the designated representative if applicable, and a reasonable number of necessary witnesses shall be provided release time to participate in this process.
- 9.5.14 All materials concerning an employee's grievance shall be kept in a file separate from the employee's personnel file.
- 9.5.15 Authority - A designated representative shall have the authority to take action on behalf of employees in the grievance procedure.
- 9.5.16 The District will provide reasonable release time to designated representatives for processing grievances.

ARTICLE 10: BREAK IN SERVICE

- 10.1 No absence under any paid leave provisions of this Agreement shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.
- 10.2 No period of unpaid absence of less than one hundred twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this agreement.
- 10.3 The employee shall earn seniority for the purposes of usage in this agreement while serving in another CSEA represented bargaining unit of the same employer.
- 10.4 Upon return, all time during which an individual is in involuntary unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick, or other leave benefits.
- 10.5 Employees who voluntarily resign from a permanent position may be reemployed by the District. Employees may be reemployed into any classification for which they qualify except employees shall not receive longevity pay for their previous service.

ARTICLE 11: LEAVES

11.1 Sick Leave

- 11.1.1 Regular employees working on a 12-month schedule are entitled to twelve (12) days of leave of absence for illness or injury. Employees having a work schedule of less than twelve (12) months per calendar year and/or less than eight (8) hours per day are entitled to prorated sick leave based on twelve (12) days for twelve (12) calendar months.
- 11.1.2 Credit for sick leave of absence need not be accrued prior to taking such leave.
- 11.1.3 A new employee shall not be eligible to take more than six (6) days proportionate amount to which he/she may be entitled under this section until the first day of the calendar month after six (6) months of active service with the District.
- 11.1.4 Permanent employees shall be credited annually with one (1) year's sick leave in addition to that accumulated. Any advance credit for sick leave must be subsequently earned by the employee. In the event an employee leaves the classified service after having used more sick leave than the total amount earned at the rate of one (1) day per month, the unearned portion shall be deducted from his/her final warrant.
- 11.1.5 Leave earned, but unused in any year under this Article, shall be accumulated from year to year.
- 11.1.6 Leave earned but unused on the date of termination for retirement will be covered in accordance with the rules and regulations of the Public Employees' Retirement System.
- 11.1.7 A classified employee who was previously employed in another school district and is employed in the Livermore Valley Joint Unified District within one (1) year of his/her previous employment shall have transferred the total amount of earned, unused accumulated sick leave. However, where the employee was terminated as a result of action initiated by the previous employer for cause, such transfer will be made at the discretion of the Livermore Board of Education. The Board will make the determination of eligibility for this benefit for all such terminated persons on an individual basis.
- 11.1.8 Pay for any day of absence under this section shall be the same as the pay the employee would have earned had he/she worked.
- 11.1.9 Sick leave shall be used and recorded in whole hour increments.
- 11.1.10 Except under extraordinary circumstances, an employee shall notify his/her immediate supervisor, or his/her designee, and the absence management system as soon as reasonably possible of the employee's need to be absent. This notification should occur at least one (1) hour prior to commencement of the employee's shift.

11.2 Personal Necessity Leave

- 11.2.1 An employee may use accumulated sick leave for personal reasons.
- 11.2.2 No such accumulated leave in excess of seven (7) days may be used in any school year.
- 11.2.3 Personal Necessity Leave may be used by the employee at his/her election and shall be for something that could not be accomplished at times other than school hours.
- 11.2.4 Personal Necessity Leave shall be used and recorded in whole hour increments.
- 11.2.5 Personal Necessity Leave shall, normally, only be approved in advance.

Exception: In case of an emergency when it is impossible to secure advance approval. In this event, application shall be filed within two (2) school days after returning to school.
- 11.2.6 Application for Personal Necessity Leave shall be submitted on forms provided and available in the Principal's office.
- 11.2.7 Applications should be submitted early enough in advance to reach the Human Resources Office two (2) days in advance of the requested leave.
- 11.2.8 Some guidelines for Personal Necessity Leave
 - a. Business
 - b. Family
 - c. Legal
 - d. Other compelling personal need

11.3 Bereavement Leave

- 11.3.1 The District allows three (3) days bereavement leave with pay for deaths in the immediate family within a radius of 250 miles; five (5) days are allowed for deaths within the immediate family outside a radius of 250 miles.
- 11.3.2 Members of the immediate family are defined as follows: mother, father, mother-in-law, father-in-law, spouse, domestic partner, grandmother, grandfather, spouse's or domestic partner's grandmother, spouse's or domestic partner's grandfather, son, son-in-law, daughter, daughter-in-law, brother, sister, foster parent, foster child, stepparent, stepchild, grandchild, step grandchild, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or cousin of the bargaining unit member, bargaining unit member's spouse, or bargaining unit member's domestic partner as well as any relatives living in the immediate household.
- 11.3.3 The District may grant bereavement leave for other than those listed above. The bargaining unit member may request such a leave by indicating his/her relationship to the deceased and stating the reason for requesting the exception to the Human Resources Department. If the bargaining unit member's request is denied, then it shall be sent to the Board of Education or its designee for consideration.

- 11.3.4 Additional days for bereavement with pay, above those specified in 11.3.1, may be granted at the sole discretion of the Superintendent, when other paid leave options pursuant to 11.2 and 11.17 have been previously exhausted.

11.4 Pregnancy Leave

- 11.4.1 When an employee is pregnant, she may request, prior to the time of any disability, a leave of absence without pay. The employee requesting said leave shall submit a statement of verification of the pregnancy from her physician or practitioner. During this unpaid leave the unit members shall be responsible for payment of all benefit premiums. No paid leaves shall accrue when the employee is in unpaid status under this section. When the employee is disabled due to pregnancy, Sections 2, 3,4,5,6, and 7 shall apply as if the employee had not taken the earlier leave.
- 11.4.2 An employee requesting pregnancy leave shall have a letter from the employee's physician verifying pregnancy and approximate delivery date shall be filed in the District Human Resources Office.
- 11.4.3 The employee shall have her physician verify the period of time she is disabled and unable to render service to the District as a direct result of the pregnancy.
- 11.4.4 Pregnancy disability shall be treated as any other disability for which sick leave is granted.
- 11.4.5 In order to use sick leave for pregnancy disability, the employee shall have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.
- 11.4.6 An employee temporarily disabled as a result of pregnancy, termination of pregnancy or childbirth may return to duty at any time she is physically able to fully perform her assigned duties.
- 11.4.7 Upon returning to duty as a result of her temporary disability, the employee must file a doctor's verification that she is physically able to render full and complete service to the District in her regular position.

11.5 Parental Leave

- 11.5.1 An employee who has been employed by the district for a minimum of 1 calendar year, elects to raise a child following childbirth or upon adoption or foster care placement of a child is entitled to twelve (12) weeks of parental leave within one year of the birth, adoption or foster care placement of the child. Such a leave shall be with pay as follows:
- 11.5.1.1 Paid Leave: An employee may elect to use accrued sick leave for twelve (12) weeks of paid parental leave. If an employee exhausts accumulated sick leave prior to the expiration of the 12-week period, they will receive differential pay as per section 11.7 for balance of the 12-week period (Differential pay is the daily rate for an employee after deducting the cost of a substitute). The employee may also choose to utilize vacation time during this 12-week paid leave period. If an employee does not have sufficient accrued sick leave or vacation leave, they can choose to receive

the 12 weeks as unpaid leave. The employee shall continue to receive Health and Welfare benefits during this leave period.

11.5.1.2 Additional Leave – An employee may request additional parental leave with or without pay, subject to the approval by the Board of Education.

11.5.1.3 In the event that both parents are employed by the District, this leave will be limited for a one (1) 12 week period, which may be divided up between both parents as described in the California Code of Regulations Section 11088. (2CCR § 11088)

11.5.2 Employees given leaves of absence under this section shall sign an agreement indicating the length of leave and expiration date.

11.5.2.1 The District shall notify the employee in writing no less than forty-five (45) calendar days prior to the expiration of the leave requesting verification of employee intent. A copy of said letter shall be considered proof of notification.

11.5.2.2 The employee shall provide written notice to the District within fifteen (15) calendar days of expiration notification, as per 11.5.2.1, of their intention to return.

11.5.2.3 Failure to notify the District of intent to return, as per 11.5.2.2 shall be interpreted to mean that the employee shall not return and the position is vacant effective on the expiration date.

11.6 Family and Medical Care Leave

11.6.1 Employees shall be entitled to take family and medical care leave in accordance with state and federal law.

11.6.2 Family and Medical Care Leave shall be available for:

11.6.2.1 The employee's own serious health condition;

11.6.2.2 Birth, adoption or foster care of a child;

11.6.2.3 Care of a seriously ill member of the employee's immediate family. Immediate family is defined as parent, spouse, child, and under state law, "registered domestic partner."

11.6.3 An employee who utilizes his/her FMLA leave to care for a member of his/her immediate family who is suffering from a serious health condition, may exhaust sick leave during the period of this FMLA leave. Exhaustion of sick leave for this purpose shall occur after exhaustion of personal necessity and personal leave.

11.6.4 "Immediate Family" is defined as parent, spouse, child and under state law "registered domestic partner."

- 11.6.5 "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either of the following:
- 11.6.5.1 Inpatient care in a hospital, hospice, or residential health care facility.
 - 11.6.5.2 Continuing treatment or continuing supervision by a health care provider.
 - 11.6.5.3 Examples of serious health conditions include but are not limited to: cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.
- 11.6.6 Family and Medical Care Leave shall be limited to 12 weeks and shall be without pay with health benefits. Family and Medical Care Leave may run concurrently with other paid leaves for which you are eligible.

11.7 Extended Illness Leave

When a person employed in the classified service is absent from his/her duties because of illness or accident for a period of five (5) months or less, and all sick leave is used, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence.

The employee's supervisor or other district management representative may require a doctor's certification or other proof of illness before allowing payment for extended illness leave.

11.8 Leave of Absence without Pay

- 11.8.1 Leaves of absence without pay may be granted by the Superintendent or his/her designated representative for a period of not more than one (1) month and provided such leave does not inconvenience the District.
- 11.8.2 Leaves of absence exceeding one (1) month may be granted only by the Board of Education. Leaves of absence will not be granted for other employment.
- 11.8.3 Vacation and sick leave benefits do not accrue during periods of leave of absence without pay.

11.9 Educational Retraining Leave

- 11.9.1 The Board of Education may grant leaves with or without pay for the purposes of study or retraining.
- 11.9.2 When the District amends, changes or otherwise alters the skill requirement(s) deemed to be necessary to complete the assigned duties of a position, and when additional training or retraining can reasonably be concluded to be necessary, appropriate training shall be the responsibility of the District. The determination of kinds and methods of training will be made by the District. When changes in skill requirement(s) are made, the Executive Director of

Human Resources shall review the job description of the employee and shall, when appropriate, recommend a change in classification.

11.10 Jury Duty

- 11.10.1 Upon notification of jury duty, the employee shall immediately inform his/her immediate administrator and the Human Resources Office.
- 11.10.2 Employees who are called to jury duty shall be granted leave with pay.
- 11.10.3 Juror's fees, exclusive of mileage received by the employee, shall be deposited to the credit of the District not later than the end of the month following receipt.
- 11.10.4 If jury duty requires one-half (1/2) day or less time from the employee's normal duty site, the employee shall return to his/her duty site and through mutual agreement between employee and site administrator shall be able to work on matters directly related to employee's assignment.
- 11.10.5 An employee who is absent due to jury duty shall provide court documentation to the Human Resources Office for each day or portion of a day that he/she is absent.
- 11.10.6 For late shift personnel: employees whose work shift extends past 5:00 p.m., shall be relieved from his/her regular duty with pay when required to serve at least four (4) hours on jury duty in any day.
- 11.10.7 Employees serving less than four (4) hours jury duty in any day shall report to work as assigned.

11.11 Leave Due to Court Subpoena

- 11.11.1 Whenever an employee is subpoenaed as a witness in a case in which the District is a participant, the employee with documentation shall be released for appearance in court without loss of pay.
- 11.11.2 No salary deductions shall be made for absences if the employee is under a subpoena in a court case in which he/she is not an interested party.
- 11.11.3 No salary shall be paid in cases where an employee is a voluntary witness appearing in his/her own interests.
- 11.11.4 Witness fees up to the amount of the employee's daily pay, exclusive of mileage received by the employee, shall be deposited to the credit of the District.

11.12 Military Leave

- 11.12.1 Employees who are members of the Armed Services or other military reserve components may be given military leave of absences with pay when called to active duty or training exercises. The amount of leave with pay shall be in accordance with the appropriate statutes.

- 11.12.2 The employee shall submit an order or statement from the appropriate military commander in advance as evidence of duty where possible. The order or statement must accompany the formal request for leave.

11.13 Industrial Accident and Illness Leave

An employee absent from duty because of industrial injury or illness shall be entitled to industrial accident or illness leave as follows:

- 11.13.1 To be eligible for industrial accident illness leave, an employee must have completed his/her probationary period.
- 11.13.2 A classified employee who is absent from duty because of illness or injury resulting from such accident or condition shall be granted an industrial accident and illness leave. Allowable leave shall be for sixty (60) working days in any one fiscal year for each such accident or illness. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next school year, the employee shall be entitled to only that amount remaining at the end of the school year in which the injury or illness occurred for the same illness or injury.
- 11.13.3 When an employee is denied payments under this section and is subsequently granted an award by appropriate authority, he/she shall be entitled to all such payments denied.
- 11.13.4 Part-time classified employees shall receive the same industrial accident and illness leave as full-time classified employees.
- 11.13.5 Only absences which are supported by a medical doctor's certificate and have been verified by the Worker's Compensation Insurance Carrier or the Worker's Compensation Appeal's Board to be the result of a work connected injury or illness will be paid under the industrial leave policy. Any absence that cannot be so verified shall be charged against the employee's personal illness leave or other appropriate leave.
- 11.13.6 Should the employee's absence due to an industrial injury or illness extended beyond sixty (60) days, the employee shall be entitled to use accrued personal illness leave, vacation, or other available leave provided by this Agreement or by the action of the Board of Education.
- 11.13.7 During any period an employee is receiving his/her regular salary from the District, he/she is required to endorse over to the District all temporary disability payments received from Worker's Compensation Insurance Carrier. Charges to the employee's leave balance shall be as follows:
- a. Industrial leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the Worker's Compensation Insurance Carrier.

- b. Personal illness leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits.
- 11.13.8 An employee who is absent because of a work-connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, shall exceed his/her full salary during the period of his/her absence.
- 11.13.9 When all available paid leaves have been used and the employee is unable to return to work, the employee may petition the Board of Education for additional paid or unpaid leave. The Board may grant leave at its discretion at such rate as it may prescribe.
- 11.13.10 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds, in which case, he/she shall be listed in accordance with appropriate seniority regulations.
- 11.13.12 Industrial leave shall be granted from the first day of disability.
- 11.14 Catastrophic Leave
 - 11.14.1 "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time, and when extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
 - 11.14.2 "Eligible Leave Credits" means vacation leave and sick leave accrued to the donating employee.
 - 11.14.3 Eligible leave credits may be donated to a leave bank for a catastrophic illness or injury if all of the following requirements are met:
 - 11.14.3.1 The employee who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District Superintendent. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
 - 11.14.3.2 The District shall determine, based upon the doctor's verification, whether the employee is unable to work due to the employee's catastrophic illness or injury

- 11.14.3.3 The employee must exhaust all his/her paid sick and vacation leave prior to receiving catastrophic leave. Thirty (30) days of catastrophic leave may be available prior to the commencement of differential pay.
- 11.14.3.4 No employee may donate sick leave credits unless they have a minimum of fifteen days of accumulated leave credits and may donate only days in excess of fifteen days.
- 11.14.3.5 All transfer of sick leave credit shall be in the donating individual's work day increments. All transfer of sick leave credit is irrevocable.
- 11.14.3.6 An employee who receives paid sick leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section. Employees are only entitled to catastrophic leave when eligible leave credits have been donated to the sick leave bank.
- 11.14.3.7 The maximum amount of donated leave credit that may be used under this section shall be 90 days. An employee may utilize more than 90 days of donated leave by mutual agreement of the parties.
- 11.14.3.8 Catastrophic leave credits shall not be used for illness or disability which qualifies the participant for Worker's Compensation Benefits. If a request for Worker's Compensation benefits is denied, the bargaining unit member may request Catastrophic Leave retroactively.
- 11.14.3.9 The Association shall assist in circulating requests for donations, when necessary.
- 11.14.3.10 Only CSEA Unit Members can request Catastrophic Leave from this bank.
- 11.14.3.11 Members who have accrued sick leave, but are not eligible to take the leave with them upon separation from the Livermore Valley Joint Unified School District, may donate all unused sick leave to the Catastrophic Leave Bank.

11.14.4 Catastrophic Leave Bank Committee

The purpose of the Catastrophic Leave Committee is to ensure a fair, equitable and non-discriminatory process for allocating catastrophic leave credits to unit members based on need and guided by available credits.

- 11.14.4.1 The Association shall establish a Committee to review all requests for Catastrophic Leave.
- 11.14.4.2 The committee shall consist of three (3) members appointed by the Association.

11.14.4.3 The District's Human Resource Department shall serve as a communication liaison between the Committee and the District's Business Office.

11.14.4.4 The Committee will treat all applications and attendant information as confidential information. The Committee's decisions shall be final and binding.

11.14.5 Catastrophic Leave Application

11.14.5.1 Employees must complete and return the Catastrophic Leave Application, to the District Office Human Resource department.

11.14.5.2 Employees applying for Catastrophic Leave will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

11.14.5.3 Employees shall provide a copy of Worker's Compensation denial letter.

11.14.6 Catastrophic Leave Accountability

11.14.6.1 The District, upon request, shall provide the Committee information necessary for administration of the Bank.

11.14.6.2 All donated leave that is unused shall be carried over from year to year.

11.14.6.3 Employees who wish to donate to the Catastrophic Leave Bank shall complete the appropriate form.

11.15 CSEA Leave

The district agrees to provide one hundred twenty (120) hours in release time for CSEA officials to attend CSEA functions provided that substitutes are not required and it is understood between the parties that such leave is being granted at no cost to the District.

11.16 Political Leave

11.16.1 Leave without pay shall be granted to any permanent employee who is appointed or elected as a member of the State Legislature. During such leave of absence, the employee may remain a part-time employee as may be mutually agreed upon with the Board of Education.

11.16.2 Unless otherwise agreed upon prior to taking leave, employees returning from such full-time leave shall be entitled to return to the same position held at the time the leave was granted and shall receive the salary to which he/she would have been entitled had the employee remained an employee of the District.

11.16.3 Employees shall return to the District within six (6) months of leaving office.

11.17 Personal Leave

- 11.17.1 Employees shall be entitled to one (1) personal leave day per year, which shall not be deducted from any sick leave or any other leave bank as established by this agreement.
- 11.17.2 One day of unused Personal Leave may be carried over for use only in the year following the year in which it is earned. If an employee does not use his/her personal leave day in the second year, one unused personal leave day shall automatically be converted to sick leave.
- 11.17.3 Such personal leave day shall require at least two (2) days prior notice to the Human Resources Office that such leave is to be taken.

11.18 Voluntary Leaves

- 11.18.1 Leaves of absence exceeding one (1) month may be granted only by the Board of Education. At the completion of a voluntary leave which does not exceed ninety (90) calendar days, the employee shall be entitled to return to the position from which the leave was taken providing the date of return is declared at the time leave is requested. When the leave exceeds ninety (90) calendar days, the employee shall be returned, at the end of said leave, to a position in his/her regular classification without loss of benefits. The term benefit, as used herein, shall be deemed to include number of previously assigned hours, work year, and wages while in paid status.
- 11.18.2 No leave which is voluntary shall exceed one (1) year in duration.

11.19 Rights upon Termination of Leaves

Additional Leave for Non-Industrial Accident or Illness: Reemployment Preference:

- 11.19.1 A permanent employee of the classified service who has exhausted all entitlement of sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board of Education may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.
- 11.19.2 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this section and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and, if at all possible, to his/her position with all rights, benefits and burdens of a permanent employee.
- 11.19.3 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

- 11.19.4 At any time, during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his/her position he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or lack of funds under Education Code Section 45298 in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

ARTICLE 12: EVALUATIONS

- 12.1 Probationary Employees - Probationary employees shall be evaluated on or about the end of the fifth (5th) month of their probation by their immediate supervisor. The probationary period shall end at the conclusion of the fifth (5th) actual month of work. For example, a 10-month employee hired in March would not have the non-instructional summer months amount count toward their probationary period. Contained in the evaluation at the end of the fifth (5th) month is to be a statement as to whether or not the employee shall be recommended for permanent status.
- 12.1.1 The probationary period is defined as the statutory period outlined in Education Code Section 45113a.
- 12.2 Permanent Employees - Except as provided in this Article, the service evaluation reports for permanent employees on the evaluation cycle shall be submitted to Human Resources annually by the immediate supervisor. Performance evaluations shall be performed every year prior to July 1, unless that employee is on a two year evaluation cycle (see 12.7.2). Employees who do not receive a timely evaluation shall have his/her job performance deemed satisfactory for that year for the purpose of a request for transfer, lateral, or promotion. A letter indicating satisfactory performance given to the employee under such circumstances shall be placed in the employee's personnel file and a copy sent to the Association. This section shall not apply to situations when the evaluation is untimely because of the employee's absence from work or the employee's refusal to meet with his/her evaluator.
- 12.2.1 An employee shall achieve permanent status in their new job classification upon completion of their six-month trial period. An employee who is unsuccessful in completion of the trial period shall be returned to a position in their former classification.
- 12.2.2 The six-month trial period is defined as the period of time after a permanent employee is promoted to a new job classification or moves laterally to a different job classification within the same pay range.
- 12.3 Timelines – The timelines below refer to the evaluation cycle in which a member is being evaluated.
- 12.3.1 Unit members to be evaluated in the current year will be provided with the following documents within 30 days of their start date:
- a. the Evaluation process;
 - b. appropriate job descriptions;
 - c. a copy of the Evaluation form
- 12.3.2 The pre-evaluation conference shall be set prior to October 15.
- 12.3.3 A Mid-Year Conference shall be set by February 15.
- 12.3.4 The Final Evaluation Conference shall take place between April 1 and July 1
- 12.3.5 These timelines may be modified for employees who begin or change jobs outside the typical starting date. (For example, an employee who becomes permanent in November.)

12.4 Pre-evaluation Conference

- 12.4.1 A conference will be held prior to October 15 for the purpose of discussing the elements of evaluation for the year.
- 12.4.2 During this meeting, the immediate supervisor will indicate those observable behaviors, if any, which the immediate supervisor intends to emphasize in the evaluation.

12.5 Observation and Information Gathering

- 12.5.1 For unit members who do not work within close proximity of their supervisors, a minimum of one observation of no less than thirty (30) minutes shall be used in their evaluation.
- 12.5.2 Unit members should be provided with observation notes at the mid-year conference or within ten (10) working days, whichever is sooner.
- 12.5.3 Supervisors may gather information to be used in the evaluation process from work product, other administrator observations, or other means, but must disclose to the unit member the source of their information.

12.6 Mid-Year Conference

- 12.6.1 A conference will be held by February 15 of each year between a permanent unit member and the supervisor for the purpose of determining the extent to which the employee is meeting performance expectations. Such progress shall be noted in the Comments section on the Evaluation Form.
- 12.6.2 When an employee is rated a #3 or #4 in any area, the supervisor shall make specific recommendations for improvement.

12.7 Final Conference and Evaluation

- 12.7.1 A conference will be held between April & July of each year between permanent unit members and the evaluating supervisor for the purpose of completing a year-end evaluation. The member shall receive a rating for each performance area.
- 12.7.2 When an employee is determined to meet standards overall, the supervisor may put the employee on a two year evaluation cycle, which shall be formalized at the Final Evaluation Conference.
- 12.7.3 When an employee is rated a #3 or #4 in any area, the supervisor shall make specific recommendations for improvement.
- 12.7.4 A copy of the evaluation will be given to the employee at the conference. The employee will indicate his/her knowledge of the evaluation by signing the form.
- 12.7.5 The evaluation will be forwarded to Human Resources on the appropriate form.

- 12.7.6 Any employee who is dissatisfied with the performance evaluation he/she has received from the evaluating supervisor may request a review of the rating by the Human Resources Administrator.
- 12.7.7 After a review of the evaluation, if the employee is dissatisfied with the evaluation, he/she may prepare a written response within twenty (20) work days which shall be attached to the evaluation and placed in the employee's personnel file.

12.8 Special Evaluation

- 12.8.1 If job performance justifies, a special evaluation may be given by the immediate supervisor. Said evaluation shall provide definitive information regarding areas of strength or weakness referred to therein.
- 12.8.2 When the special evaluation is negative, specific recommendations for improvement shall be made and a time of further review stated. All special evaluations shall be accomplished in accordance with the provisions of this Article.

12.9 Complaint Procedures

- 12.9.1 Any complaint regarding an employee made to a member of the administration by any parent, student or other person which is deemed to have merit and influences the evaluation of an employee shall be discussed with the employee.
- 12.9.2 Should either the involved employee and/or the District representative feel that there should be a meeting concerning the complaint, a meeting shall be scheduled with the complainant, the District representative and the employee. By mutual agreement of both parties, the employee may be accompanied by a representative of his/her choice.
- 12.9.3 Prior to the meeting outlined in paragraph 2 above, the employee may have the opportunity to contact and meet with the complainant in an attempt to resolve the matter, if both parties are open to the meeting.
- 12.9.4 Any written material resulting from complaints shall be signed and dated.
- 12.9.5 The employee shall have the right to respond to such material or to request a review by the Human Resources Administrator. Should the Human Resources Administrator determine that the material will be placed in the personnel file, the employee may request a meeting with the Superintendent.
- 12.9.6 The Superintendent or designee shall determine if he/she sustains the action of the Human Resources Administrator or may order the complaint excluded from the personnel file.
- 12.9.7 If the Superintendent or designee makes an adverse determination, the employee shall be entitled to a hearing before the Board of Education. The

hearing may be open, at the election of the employee. The determination of the Board to exclude or include material in the personnel file shall be final.

- 12.9.7.1 Should the Board of Education determine that the material will be placed in the personnel file, the employee may make a written response and have his/her response attached to the material.

12.10 Unfair Treatment Complaints

It is the intent of this provision to prohibit sexual harassment conduct and to ensure a bias-free working atmosphere. Such conduct is defined as harassment on the basis of sex under the following conditions: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

12.11 Personnel Files

- 12.11.1 Each employee shall possess the right to examine all evaluations that will be filed in the personnel file maintained in the District Office. Verification of that examination shall be by signature on the evaluation.
- 12.11.2 Any evaluation of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 12.11.3 Employees shall possess the right to have copies of evaluations included in their personnel file made available to him/her. A reasonable fee may be charged for more than one (1) copy of the material provided.
- 12.11.4 The employee shall have the right to authorize in writing a representative to examine the employee's file and to obtain copies of evaluations in the personnel file. The member will hold the District blameless in the case of misrepresentation.
- 12.11.5 No adverse action shall be taken against the employee based upon materials which are not in the personnel file.
- 12.11.6 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE 13: PAY AND ALLOWANCE

- 13.1 Salary schedule shall be in accordance with Appendix C inclusive of a 4% retroactive compensation increase covering the 2020-2021 year, payable by July 1, 2021. 3% compensation increase will be ongoing beyond the end of the 2020-2021 school year.

For the 2021-2022 school year, there shall be a 3% ongoing compensation increase retroactive to July 1, 2021.

For the 2022-2023 school year, effective July 1, 2022, there shall be a 4% ongoing increase.

- 13.2 When a new classification is developed, the District shall notify CSEA's President in writing not more than five (5) days after such determination. Within thirty (30) days of said notice, the parties shall meet to discuss salary for the new classification.

13.2.1 Until such salary for the new classification has been determined it shall be placed on the salary schedule as deemed appropriate by the Superintendent.

13.2.2 The procedure for filling a new classification shall be as follows:

13.2.2.1 Under normal circumstances, the position will be filled after salary placement has been completed.

13.2.2.2 If the position must be filled immediately, a temporary employee will be assigned to it until such time as salary placement has been completed. After said salary agreement, the position will be advertised in the normal manners.

- 13.3 The District agrees to implement a life insurance program providing \$7,000 for full-time and \$5,000 coverage for part-time unit members, at no cost to the employees.

- 13.4 The increased District costs of PERS, Workers' Compensation, and Unemployment Insurance will be paid by the District.

- 13.5 All employees in the bargaining unit shall be paid once per month payable on the last working day of the month. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday.

13.5.1 Less than 12-month employees shall have the option to receive payments in either 11 or 12 monthly installments. The District shall make this option available once each year and once employees have selected their option, they may not change it until the following year.

- 13.6 Any employee in the bargaining unit who is required to travel between work sites shall be reimbursed at the mileage rate set by the IRS, which rate shall become effective as of July 1st of each year. The same rate shall apply to all travel on District business. The amount due shall be payable in a separate warrant drawn once a month.

13.6.1 Any employee who, as a result of work assignment, must have meals away from the District shall be reimbursed for the cost of such meals, upon submission of appropriate receipts. Prior approval, if possible, is required for such meals.

- 13.6.2 Any employee in the bargaining unit who is required by the District to travel between worksites will be compensated for fifteen (15) minutes of travel time for each trip. Travel time shall not increase the overall length of any employee's current workday.
- 13.7 Any employee in the unit, who as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging, upon submission of appropriate receipts. Prior approval, if possible is required for such lodging.
- 13.8 Longevity pay shall be continued in accordance with the following:
- 13.8.1 Five percent (5%) of base salary beginning with the 11th year of employment in the Livermore Valley Joint Unified School District.
- 13.8.2 An additional five percent (5%) of salary beginning with the 16th year of employment in the Livermore Valley Joint Unified School District.
- 13.8.3 An additional five percent (5%) of salary beginning with the 21st year of employment in the Livermore Valley Joint Unified School District.
- 13.8.4 An additional five percent (5%) of salary beginning with the 26th year of employment in the Livermore Valley Joint Unified School District.
- 13.8.5 An additional five percent (5%) of salary beginning with the 31st year of employment in the Livermore Valley Joint Unified School District.
- 13.9 Longevity pay shall be determined by the initial employment date of a classified employee whether full or part-time.
- 13.10 An employee required by the program manager to perform duties inconsistent with his/her regular duties for a period of one (1) working day shall have his/her salary adjusted upward for the entire period he/she is required to perform such inconsistent duties. The rate of compensation shall be five percent (5%) above the unit members' regular rate of pay or the difference between the unit member's regular rate and the temporary rate, whichever is greater. In no event shall an employee receive acting pay unless the performance of inconsistent duties is approved by the site administrator and/or program manager. In no event shall an employee receive acting pay unless the performance of inconsistent duties is approved by the site administrator and/or program manager.
- 13.11 When an employee working less than full time is temporarily assigned to a position requiring additional hours in his/her classification, he/she shall be paid his/her hourly rate. The supervisor shall attempt to provide a timeline of the work to be performed. All vacancies shall be posted in accordance with Article 18.3.
- 13.12 Cell Phone Stipend:
- 13.12.1 All bargaining unit members shall be provided with a \$100 cell phone stipend for the 2019-2020 and 2020-2021 school years.
- 13.12.2 Beginning in the 2021-2022 school year, a member's direct supervisor shall determine which bargaining unit members are eligible for the \$100 cell phone stipend based on the need for the bargaining unit member to use their cell

phone for District business. A bargaining unit member who has not been designated as eligible for the stipend by their supervisor may nevertheless receive the stipend if they are able to show their direct supervisor used the bargaining unit member's personal cell phone to communicate regarding District business.

ARTICLE 14: CLASSIFICATION/RECLASSIFICATION

- 14.1 Purpose of Reclassification Procedures – The purpose of this policy is to provide a uniform system for the individual unit member to be able to request reclassification. This is not a device for salary increases. It is to allow the reclassification caused by a change in the job requirements.
- 14.2 Classification Review Committee – The District and CSEA agree to convene a Classification Review Committee which will consist of 2 members selected by the District and 2 members selected by CSEA. The Committee will meet once each year to review the application(s) and interview employees who request reclassification.
- 14.3 Reclassification Criteria – Reclassification can occur for the reasons indicated below:
 - 14.3.1 Significantly new job duties or responsibilities are permanently added to the job over an extended period of time. This results in the duties of the new job fitting more appropriately with those of a higher classification.
 - 14.3.2 If an employee is accomplishing the work of a higher classification on a consistent basis; the employee may be eligible to be reclassified to that position. Nothing in this article shall preclude the District's right to reclassify.
 - 14.3.3 The Panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's knowledge or approval.
 - 14.3.4 Workload increases will not be considered a basis for reclassification. ("Workload" means volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification)
- 14.4 Process for Requesting Reclassification
 - 14.4.1 An individual employee is entitled to request that his/her position be reclassified. Employees must attend a Reclassification Workshop, to be held no later than the first Friday in November, given by HR and CSEA, to request reclassification. The request shall be submitted on the Reclassification Request Form provided by the Human Resources Department (Appendix N).
 - 14.4.2 The employee shall complete the Reclassification Request Form and submit the form to the Human Resources Department by the last working day in November. Human Resources shall forward a copy of all submitted Request Forms to the CSEA Chapter President or designee within five (5) working days of receipt.
 - 14.4.3 The Committee will meet and review the application(s) by December 15 to determine whether the application is complete and meets all criteria.
 - 14.4.3.1 Applications that are not complete or do not meet the criteria will be denied. Employees will be notified of this denial within five (5) working days.
 - 14.4.3.2 Applications that are complete and meet the criteria shall be reviewed further as per 14.4.4. Employees will be notified that

their requests are eligible for further review within five (5) working days.

- 14.4.4 Applications that are complete and meet the criteria will be reviewed further by the Committee by February 15. This review will include contacting supervisors of employees to review duties and responsibilities; interviewing of the employee; and gathering all other data necessary to render a decision.
- 14.4.5 Upon considering available information, the Committee will render a recommendation to the Superintendent by March 1. The employee will be notified in writing of the Committee's recommendation within ten (10) working days via the completed Reclassification Request Form.
- 14.4.6 Requests for reclassification will not be considered in a year during which a classification and compensation study is in process.

14.5 Reclassification Appeal Process

- 14.5.1 An employee has the right to appeal any non-unanimous (4-0) recommendation. The employee must notify the Human Resources Department of the intent of appeal within five (5) working days of receipt of the recommendation.
- 14.5.2 The Appeal Panel will consist of three members: (1) CSEA appointed member, (1) LVJUSD appointed member, and (1) non-District employee member, as agreed by both sides. CSEA and the District shall share the cost of the third appointee.
- 14.5.3 The Appeal Panel will review all previously submitted information and may ask the employee for additional evidence to substantiate the request for reclassification. The Panel may also interview the employee and contact the supervisor again.
- 14.5.4 The Appeal Panel will make a recommendation to the Superintendent by June 1 and the employee and CSEA will be notified of the recommendation within five (5) working days.

14.6 Authority of the Classification Review Committee and Appeal Panel - The Committee and Appeal Panel shall have the authority to consider written statements or verbal testimony of witnesses as needed and may recommend to the Superintendent the following when considering requests for reclassification:

- 14.6.1 Range placement
- 14.6.2 Changes in the job description
- 14.6.3 Job title changes
- 14.6.4 Creation of a new classification or range

14.7 Final Decision

- 14.7.1 The Superintendent or designee shall be forwarded a copy of the Committee or Appeal Panel's recommendation stating approval or disapproval. The Superintendent shall make a recommendation to the Board of Education and notify the employee in writing within five (5) calendar days of the Board's decision. Final reclassification decisions cannot be appealed or grieved.

- 14.7.2 All approved reclassifications shall take effect retroactive to December 1 of that school year.
- 14.7.3 Any recommendations of reclassification from one existing classification to another existing classification shall move forward to the Board for approval. Any other recommendation shall be negotiated by the District and CSEA prior to final District approval and implementation.
- 14.8 Classification and Compensation Study – In the 2021/2022 school year, the District shall contract with a third-party provider to conduct a full Classification and Compensation Study. The District shall go out to bid for a third-party provider no later than October 31, 2021. If a third-party provider has not been selected by December 31, 2021, the parties shall meet to discuss the option to conduct the Classification and Compensation Study internally. The reclassification process in Sections 14.1 through 14.7 shall not occur during the years when a full Classification and Compensation Study is being conducted. The District and CSEA shall form a joint Committee, with equal representation from both parties, to be involved in all aspects of the formation and implementation of the studies including, but not limited to, communications, structures, process, and timelines. The parties shall begin negotiations on any recommendations from a study within thirty (30) days after the completion of the study by the third party provider. In the event of economic uncertainty, the parties agree to negotiate a postponement.
- 14.8 General Provisions
- 14.8.1 Placement in Class: Every position shall be placed in a class. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification by the Board of Education.
- 14.8.2 Reclassification Salary: Upon reclassification upward of a position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall also be reclassified with the position(s). Reclassification shall not change an employee's anniversary date.
- 14.8.3 If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that she/he is no longer responsible for the out of class duties. The employee will be paid appropriate out of class differential retroactively from the date additional duties were assigned to the point of notification.

ARTICLE 15: SALARY RULES

15.1 On July 1 following completion of the probationary period or trial period, an employee shall be moved one step on the salary schedule.

15.1.1 July 1 shall be the date on which the employee shall receive the annual salary step increase. This date shall be considered the employee's "Annual Step Increase Date."

15.1.2 An employee's first annual increase shall also include retroactive pay for any months worked without an increase after their first 12-months of employment. For example, an employee hired in December 2021 shall receive their first increase on July 1, 2023, nineteen (19) months later. That employee would receive retroactive pay increase for seven (7) months (nineteen months minus twelve month probationary period).

15.2 An employee promoted from one classification to a higher classification shall be placed no lower than Step B in the new classification and at least ten dollars (\$10.00) per month greater than the salary received at the time of promotion. Such an increase will become effective on the first of the month following the date of promotion.

15.2.1 An employee promoted to a new job classification shall serve a six (6) month trial period. The employee will continue to receive their annual increase in July.

15.3 Salary

See Section 25.2, "Me Too" clause.

ARTICLE 16: HEALTH AND WELFARE BENEFITS

- 16.1 Appendix E-2 sets forth the health plan offerings for the CSEA bargaining unit for the 2021/2022 year.
- 16.2 District Health and Welfare benefit contributions for active employees and retirees (pre July 1, 2005, and post July 1, 2005) shall be maintained at the current level until June 30, 2010. Effective July 1, 2010, the District contribution shall be increased by \$500 pro rata for active employees and retirees who retired pre July 1, 2005, as follows:
- Employee Only from \$6,500 to \$7,000
 - Employee Plus One from \$10,000 to \$10,500
 - Family from \$12,150 to \$12,650
 - Retirees who retired post July 1, 2005, shall receive Employee Only contribution from \$6,500 to \$7,000 pro rata
- 16.3 These maximum monthly contributions shall remain in effect unless negotiated otherwise by a successor agreement. Any increase in the cost of benefits above the maximum district contributions, as set forth above, shall be the responsibility of each employee, until negotiated by a successor agreement, which amount shall be deducted as an automatic payroll deduction. If, in any subsequent contract year, the parties have not reached an agreement to increase the District's maximum contribution, and the cost of the premium increases, the District may implement automatic payroll deductions to pay for such increased costs.
- 16.4 Vision Care - Each full-time employee must elect coverage by the Vision Plan offered by the District. (Dependents must receive coverage by the Vision Plan of either or both married employees or registered domestic partners of the District.)
- 16.4.1 Employees assigned forty (40) hours per week shall have the Vision Care premiums paid by the District regardless of the length of their assignment (10, 11, 12 months).
- 16.4.2 Premiums for coverage shall be paid by the District based on the following pro rata schedule and shall be applied against the dollar amount specified in Section 16.2:
- | <u>Assigned Work Hours per Week</u> | <u>% of District Contribution</u> |
|-------------------------------------|-----------------------------------|
| 1 hr. through 8 hrs. | 20% |
| Over 8 hrs. through 16 hrs. | 40% |
| Over 16 hrs. through 24 hrs. | 60% |
| Over 24 hrs. through 32 hrs. | 80% |
| Over 32 hrs. | 100% |
- 16.5 Health Care - Each full-time employee must elect his/her personal health plan coverage from among the plans offered by the District. Dependents shall be covered by only one health plan. A full-time employee is defined as any employee working 40 hours or more per week.
- 16.5.1 Premiums for such health care coverage shall be paid by the District for a full twelve (12) months, regardless of the length of the employee's work year. However, these benefits are subject to the pro rata contributions as noted in

16.4.2, and shall not exceed the dollar amounts specified in Section 16.2 above:

- 16.6 Dental –The maximum annual coverage level for dental shall be \$2,000.00. Each full time employee must elect coverage by the Dental Plan offered by the District. Dependents may receive coverage by the Dental Plan of either or both married or registered domestic employees of the District.
- 16.6.1 Employees assigned forty (40) hours per week shall have dental care premiums paid by the district regardless of the length of their assignment (10, 11, 12 month), however, these benefits are subject to the pro rata contributions as noted in 16.4.2, and shall be applied against the dollar amount specified in Section 16.2.
- 16.7 The foregoing coverages and prorations shall continue in full force and effect for the duration of this Agreement.
- 16.8 The District agrees to allow all retired employees to arrange deductions via PERS, if eligible, to continue benefit programs at no cost to the District.
- 16.9 Employees granted leaves, without pay, of more than fifteen (15) days shall, at the option of the employee, be permitted to submit to the District payments for any medical, vision or dental coverage for which the employees would have been eligible had he/she been in a paid status.
- 16.10 The employee shall receive a notice suitable for income tax records indicating the amount of the employee's contribution for health plan coverage. The District shall notify the Association as soon as it receives notice of any planned increases.
- 16.11 State Disability Insurance - The employer agrees to deduct from the wages of all unit members, the cost of SDI. Subject to the provisions of the following paragraphs, the employee shall have the option of:
- 16.11.1 Using only State Disability Insurance benefits before using his/her accumulated sick leave.
- 16.11.2 Coordinating State Disability Insurance basic benefits with accumulated sick leave so that the employee's daily sick leave account will be reduced by only the amount necessary to equal a full day's wages when added to the disability benefit amount. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.
- 16.12 A District Health Committee shall be formed. The District agrees that CSEA shall have an equal representation on said committee. The committee shall study and make recommendations to their representatives or negotiators relating to healthcare cost and trends.
- 16.13 The District shall maintain a service-based IRC Section 125 Plan.
- 16.14 The District has two types of domestic partners: 1) "Registered domestic partner" is an employee registered with the California Secretary of State pursuant to California Family Code section 297; and, 2) "Non-registered domestic partner" is an employee not registered with the Secretary of State, but which shall exist between two persons regardless of their gender after each of them has completed, signed and have notarized

the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Appendix F). Under both types of domestic partnership, the employee, the partner and their dependents shall be eligible for medical, vision and dental benefits under this on the same terms as employees' spouses and their dependents, subject to the following:

16.14.1 Sections 16.14.2 through 16.14.4 shall not be applicable to registered domestic partners, such matters shall be governed under California law.

16.14.2. A non-registered domestic partnership exists when all of the following occur:

- a. Both persons have a common residence.
- b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
- c. Neither person is married nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least 18 years of age and are mentally competent to consent to contract.
- f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Livermore Valley Joint Unified School District.
- g. The two parties agree to notify the Livermore Valley Joint Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.

16.14.3. Termination: A non-registered domestic partnership shall terminate when any of the following occurs:

- a. One partner gives or sends to the other partner a notarized, written notice that he/she is terminating the partnership
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
- e. Upon termination of the partnership, the employee shall notify the District by filing a Statement of Termination of Domestic Partnership (Appendix G). The form shall include a statement whereby the employee shall certify under penalty of perjury that he/she notified his/her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the

month following the receipt of the Statement of Termination of Domestic Partnership.

- f. The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the statement, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

16.14.4 Application and Terms

A domestic partner shall provide a signed statement indicating that the employee agrees that he/she is required to reimburse the District for any expenditure made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

ARTICLE 17: PHYSICAL EXAMINATION

- 17.1 The District shall provide the full cost of any medical examination required as a condition of employment or continued employment.

ARTICLE 18: TRANSFERS AND PROMOTIONS

18.1 Definitions

- 18.1.1 Transfer is defined as the movement of a permanent employee from a position in one job classification to a position in the same job classification (not subject to a trial period).
- 18.1.2 Lateral is defined as movement of a permanent employee from a position in one job classification to a position in a different job classification within the same pay range (subject to a 6-month trial period).
- 18.1.3 Promotion is defined as movement of a permanent employee from a position in one job classification to a position in a higher job classification with a higher maximum compensation (subject to a 6-month trial period).
 - 18.1.3.1 An employee shall achieve permanent status in their new job classification upon completion of their six-month trial period. An employee who is unsuccessful in completion of the trial period shall be returned to a position in their former classification.
- 18.1.4 Trial period is the first six months following a permanent employee's transfer, lateral, or promotion. An employee who is unsuccessful in completion of their trial period shall be returned to a position of their former classification.
- 18.1.5 Probation period is the first six months of employment for a new employee. At the end of the six-month period, the new employee shall receive permanent status. If the employee is unsuccessful in completing their probationary period, their employment shall be terminated.
- 18.2 All vacancies shall include job description, FTE, hours per week, and months in the year and be posted by the Human Resources Department on the LVJUSD website for no less than five (5) working days prior to being filled. Whenever possible, scheduled work hours will be listed on all job postings.
 - 18.2.1 Posting of Notice - Notice of all job vacancies shall be posted on the District website.
 - 18.2.2 The job vacancy notice shall remain posted for a period of no less than five (5) working days, during which time employees may apply for the vacancy using the online application system.
- 18.3 Any permanent employee not on probation or in a trial period may apply for an open position by using the online application system.
 - 18.3.1 Permanent employees serving a 6-month trial period and newly hired employees in their probationary period are not eligible to apply for any vacancies other than to request an increase in hours in their current position with the same immediate supervisor.
- 18.4 Criteria for selection to a vacant position shall be based on experience, demonstrated job skills, past evaluations on file in the Human Resources Office made within twenty-four (24) months of the date of the application, seniority, references, work history, and demonstrated required skills that are appropriate for the job.

- 18.4.1 Internal applicants who meet the selection criteria shall be given first consideration for interviews. After interviews with internal applicants are conducted and if no qualified candidates are selected, then external applicants may be considered.
- 18.4.2 Internal applicants who are not selected for an interview shall be given notification within seven days of the commencement of internal applicant interviews. In that event, internal applicants may request a rationale from the Human Resources Administrator. The Human Resources Administrator shall provide feedback to the internal applicant with the specific selection criteria that they did not meet.
- 18.5 When a new position is created or an existing position becomes vacant, the District shall use the following guidelines to consider applicants, in the following order:
 - 18.5.1 Administrative Action – The District may fill the vacancy from any involuntary transfers as per Article 18.11. If no administrative action occurs;
 - 18.5.2 Return from Voluntary Leave of Absence – The District shall fill the vacancy from any employees returning from an approved voluntary leave of absence. If no employee is returning from leave of absence;
 - 18.5.3 Return from Reemployment List – The District shall fill the vacancy from employees on a reemployment list as per Article 21. If no employees are on the reemployment list;
 - 18.5.4 Transfers – The District shall fill the vacancy with an employee currently working in the same job classification who applies for the transfer if they satisfy the selection criteria. If no employees apply for a transfer or no transfer candidate is selected;
 - 18.5.5 Voluntary Demotions – The District shall consider and interview employees working in a higher classification who meet the selection criteria. If no employees apply for a demotion or no demotion candidate is selected;
 - 18.5.6 Promotions and Lateral Changes – The District shall consider and interview employees seeking a position in a higher job classification or in a classification with the same salary range who meet the selection criteria. If no employees apply for a promotion or lateral change, or no promotional or lateral candidate is selected;
 - 18.5.7 After all the internal candidates who meet the selection criteria are interviewed, and if no internal candidates are selected, then the District may consider external candidates for the vacancy.
 - 18.5.8 The period between posting and interview of qualified candidates shall not exceed twenty (20) working days. Nothing in this section shall preclude the District from withdrawing a posting or determining that the position will not be filled.
 - 18.5.9 The District shall contact at least one of the professional references provided by the candidate.

- 18.5.10 The interview panel shall interview internal candidates prior to interviewing external applicants. After internal candidates have been interviewed, the interview panel shall complete the interview form, which will include the date and time, and provide specific feedback on each candidate prior to interviewing external candidates.
- 18.5.11 The District shall ensure consistency across all sites regarding the interview process and the interview materials provided to the interview panelists. For example, if a candidate provides a resume and reference letters, then all panelists shall be provided with those materials.
- 18.6 Interview Committee: For all Classified Employees represented by CSEA, a CSEA member from an approved CSEA list shall serve on the Interview Panel Committee. Members shall be granted reasonable release time to serve on interview panels and for training to serve on interview panels. The Interview Panel Committee list provided by CSEA will be updated by August 30 each year, and will include name, work location, and classification. This list may be amended as the need arises.
- 18.7 Employees who do not receive a timely annual evaluation for the current employment year, shall have their job performance deemed satisfactory for that year for the purpose of a request for transfer or promotion. A letter indicating satisfactory performance, under such circumstances, shall be placed in the employee's personnel file and a copy sent to the Association. This section shall not apply to situations when the evaluation is untimely because of the employee's absence from work or the employee's refusal to meet with their evaluating supervisor.
- 18.8 If a transfer or promotion is not approved, the Human Resources Administrator shall, on written request of the employee, provide in writing, rationale for not approving the transfer or promotion. The written request from the employee shall be submitted to the Human Resources Administrator within 15 working days of notification. The Human Resources Administrator shall provide feedback to the internal applicant with the specific selection criteria that they did not meet within 15 working days.
- 18.9 Medical Transfer - The District may reassign alternate work to an employee who has become medically unable to satisfactorily perform his/her essential job functions for a period of sixty (60) days. The alternate work may constitute a transfer to a related classification or a demotion with the concurrence of the employee. The employee must be given three working days notice prior to the changes taking effect. These provisions may be extended upon review of additional medical information.
- 18.10 Involuntary Transfer - An involuntary transfer shall be defined as a transfer initiated by the District without the consent of the employee.
- 18.10.1 It shall be the responsibility of the Human Resources Office to notify the employee of the reasons for the impending transfer by letter.
- 18.10.2 Notice of involuntary transfer shall be given to an employee at least ten (10) working days prior to the effective date of the proposed transfer.
- 18.10.3 The employee may request, in writing, and be entitled to meet with the Human Resources Administrator upon notification of an impending transfer to discuss reasons for the transfer.

- 18.10.4 An employee may be transferred for justifiable needs of the District. Some guidelines for involuntary transfer are:
 - 18.10.4.1 Education programs.
 - 18.10.4.2 Changing workloads.
- 18.10.5 An involuntary transfer shall not be made without basis in fact, or for punitive reasons, or result in loss of seniority or other benefits under this Agreement. Such transfer will be without prejudice to the employee.
- 18.11 Employee Initiated Transfer – An employee-initiated transfer shall be defined as a transfer initiated by two permanent employees to switch their current positions.
 - 18.11.1 This transfer option is only available when two permanent employees have agreed to switch their current positions. The employee's classifications must be the same. An employee-initiated transfer does not apply to a transfer to a vacant position.
 - 18.11.2 Both employees shall notify the Human Resources Office separately of their request to transfer. Requests shall only be made between April 1 to June 1 of each year to be effective at the beginning of the next school year. Human Resources shall then contact the respective supervisors to discuss the transfer. The District shall then determine if the request is approved or denied.
 - 18.11.3 Human Resources shall notify the employees of the approval or denial of the transfer no later than fifteen (15) working days after the request has been made. If the transfer is denied, a Human Resources Administrator shall, on request of the employee(s), provide the rationale for the denial of the transfer.
 - 18.11.4 The employee and supervisors shall have one school year to evaluate the transfer. During this period, if both employees wish to return to their previous positions, they may contact Human Resources to discuss a return. During this period, supervisors may also initiate a return to previous positions by contacting Human Resources. The District shall then determine if the return is approved or denied. If the supervisors initiate a return, a Human Resources Administrator shall, on request of the employee(s), provide the rationale for the return.

ARTICLE 19: PROFESSIONAL GROWTH

2006-2007 History Note: The increase to \$710.00 shall take effect for the 2006-2007 school year.

2011-2012 History Note: The increase to \$750.00 shall take effect for the 2012-2013 school year.

2014-2015 History Note: Beginning July 1, 2015, the professional growth increment amount shall increase automatically in the same proportion as the salary increase.

- 19.1 Classified employees may be granted professional growth increments for successful completion of approved courses and other approved educational experiences that relate to improving their performance in their current job class or that prepare the employee for promotion to a different job class within the District.
- 19.2 An employee shall achieve permanent status before a professional growth increment may be earned.
 - 19.2.1 Credit shall be granted only for approved courses and approved other educational experiences that are completed after the date on which the employee begins work for the District.
 - 19.2.1.1 All courses and activities not on the pre-approved list that are submitted for professional growth credit shall be approved by the site administrator or designee in advance of the employee taking the course or participating in the activity.
 - 19.2.2 Upon verification of completion of nine (9) semester units of approved coursework and/or other approved educational experiences, an employee shall be granted a professional growth increment of seven hundred fifty dollars (\$750) per year. Starting July 1, 2015, this increment amount shall change as follows; any additional salary increases negotiated will result in an automatic increase of this Professional Growth increment amount in the same proportion as the salary increase.
 - 19.2.3 An employee shall be granted not more than one (1) professional growth increment within a two year period.
 - 19.2.4 A maximum of ten (10) professional growth increments may be granted to any employee.
 - 19.2.5 The semester unit shall be the only unit of measure by which an employee accumulates credit toward the professional growth increment.
 - 19.2.6 An employee who changes job classifications may submit courses or other educational experiences for approval for professional growth increment purposes for any job held by that employee during the period covered by that professional growth increment.
 - 19.2.7 Part-time employees shall qualify for professional growth increments on a prorated basis.

- 19.2.8 Units submitted for the professional growth increment shall be completed by September 1 and verification of units earned shall be submitted to the Human Resources Office not later than October 1 of the school year in which the professional growth increment is to take effect. Payment for a professional growth increment is to be retroactive to July 1 of that school year.

19.3 Courses of Study

- 19.3.1 The District and CSEA shall develop the list of pre-approved courses on a yearly basis. In addition to the pre-approved courses, the site administrator will also have the discretion to approve courses. In cases of disagreement, the Superintendent or designee will make the final decision.
- 19.3.2 Of the nine (9) semester units required to receive a professional growth increment, at least five (5) must meet the definition in 19.1.
- 19.3.3 The employee shall receive credit for a given course only once when computing the nine (9) units needed for a particular professional growth increment.
- 19.3.4 All courses submitted for professional growth credit under this Article must be from institutions whose accreditation is approved by the District.
- 19.3.5 Any course submitted for professional growth credit must be approved by the employee's site administrator.
- 19.3.6 Quarter units are equated with semester units as follows: one (1) quarter unit equals two-thirds (2/3) of a semester unit.
- 19.3.7 The semester unit value of approved courses completed in the Adult Evening High School shall be calculated only as follows:
- 0.5 unit = 7.5 or more hours to less than 15 hours
 - 1.0 unit = 15 hours to less than 22.5 hours
 - 1.5 units = 22.5 hours to less than 30 hours
 - 2.0 units = 30 hours to less than 37.5 hours
 - 2.5 units = 37.5 hours to less than 45 hours
 - 3.0 units = 45 hours to less than 52.5 hours

19.4 Other Educational Experiences

- 19.4.1 Employees shall not receive professional growth for any activities which occur during any period of time for which they receive remuneration from the District.
- 19.4.2 The Superintendent's designee shall determine whether credit for a particular activity shall count toward the five (5) units of general interest credit per Section 3 of this Article.
- 19.4.3 The employee shall receive credit for a given activity only once when computing the nine (9) units needed for particular professional growth increment.
- 19.4.4 All activities submitted for professional growth credit under this section must be sponsored by organizations or individuals approved by the District.

- 19.4.5 Any activity submitted for professional growth credit must be approved by the employee's immediate supervisor and the Superintendent's designee at the District Office.
- 19.4.6 The semester unit value of any approved activity under this section shall be calculated as follows:
- 0.5 unit = 7.5 or more hours to less than 15 hours
 - 1.0 unit = 15 hours to less than 22.5 hours
 - 1.5 units = 22.5 hours to less than 30 hours
 - 2.0 units = 30 hours to less than 37.5 hours
 - 2.5 units = 37.5 hours to less than 45 hours
 - 3.0 units = 45 hours to less than 52.5 hours
- 19.4.7 An employee who participates in a course of self-study and passes a District required proficiency test, which shall be offered on an annual basis, shall receive units. An employee who receives 3.0 units by taking approved courses, and passes a District required proficiency test, shall receive an additional 2.0 units for a total of 5.0 units.
- 19.5 Professional Growth – Job Experience Program
- 19.5.1 Employees shall have the opportunity to apply to long-term substitute positions as part of the Job Experience Program. The District shall determine which positions are eligible for the Job Experience Program.
- 19.5.2 The District shall announce at least once a year the Job Experience Program. Interested employees may then respond to the announcement, identifying their areas of interest, and shall be considered for positions as they become available.
- 19.5.3 Criteria for selection shall be based on experience, demonstrated job skills, past evaluations on file in the Human Resources Office made within twenty-four (24) months of the date of the transfer request, seniority, references, and demonstrated required skills that are appropriate for the job.
- 19.5.4 Employees selected for the Job Experience Program shall be placed on leave of absence from their permanent position during the Program. This leave of absence shall not be considered a break in service for purposes of seniority. The employee shall not gain seniority in the classification of the Job Experience position.
- 19.5.5 The rate of pay for the Job Experience shall be at the first step of the range of the classification in which employee is substituting. If the employee is currently on a salary step equal to, or greater than, the first step of that classification, the compensation shall be at the next step that equals at least a five percent (5%) increase.

ARTICLE 20: SAFETY

- 20.1 District Compliance - The District shall conform to and comply with all legal safety requirements imposed by State or Federal law or regulations adopted under the State or Federal law.
- 20.2 Employees will report any unsafe working conditions to his/her immediate supervisor as soon as possible upon discovery. Upon receipt of notice of any incident that has, or may result in injury/illness to an employee, the Supervisor shall investigate the incident or alleged unsafe condition and provide a report of findings to the Association. The District shall undertake steps to address unsafe working conditions which the District determines to be feasible and cost effective.
- 20.3 The District shall provide annual hands-on safety training and techniques for Instructional Associates and other employees required to work with severely disabled students. The District shall provide a means of emergency communication for use by employees required to remove severely disabled students from classrooms to areas within the school with no communication devices.

ARTICLE 21: EFFECTS OF LAYOFF

Definitions

“Class” shall be defined as a position in the classified service having a designated title, a regular minimum number of assigned hours per day, days per week and months per year, a specific statement of the duties to be performed by the employees in each such position, and the regular monthly salary range for each such position.

“Seniority” shall be defined as the date of hire, excluding any breaks in service as defined in Article 10.

- 21.1 The District will notify CSEA in writing of any potential reduction in Classified personnel. Upon adoption of a resolution to layoff classified services by the Board of Education, CSEA may request a meeting to discuss any additional effect of said reductions not contained in the body of this article with a Human Resources Department Manager or designee who will make the final decision. The District shall send CSEA the most current seniority list and a list of the employees in the affected classification, including any information relevant to the layoffs, prior to any layoff notification being issued to employees.
- 21.1.1 The District shall not transfer work out of the bargaining unit to certificated employees, volunteers, confidential, management, students, limited term, short term, or substitute employees.
- 21.1.2 The District shall release all temporary, short term, and substitute employees prior to laying off employees or reducing bargaining unit positions.
- 21.2 Benefits to any such unit member shall include the following:
- 21.2.1 The member shall be entitled to pay, including vacation pay and earned wages through the last day in his/her assignment.
- 21.2.2 Notice to the unit member shall be no less than sixty (60) calendar days prior to the last day of his/her assignment.
- 21.2.3 When there has been a layoff, vacancies within the class shall be filled in the following order:
- 21.2.3.1 Reemployment List
 - 21.2.3.2 Voluntary demotion
 - 21.2.3.3 Promotion
- 21.2.4 The member in permanent status, in addition to any other benefit herein provided, shall be entitled to medical/dental/vision coverage, at no expense to the member, for a period of no less than three (3) months from the effective date of layoff. Said coverage shall be equal to that purchased by the District and/or the member during active employment status.
- 21.3 Classified Layoff Procedures: The Unit members shall be subject to layoff by the Board of Education for lack of work or lack of funds.

- 21.3.1 When, as a result of a bona fide reduction or elimination of the service being performed by any department, unit employees shall be subject to layoff for lack of work. Affected employees shall receive a hand-delivered notice of layoff by their supervisor or District representative not less than sixty (60) days prior to the effective date of layoff, and shall be informed of displacement rights, if any, and reemployment rights. They shall be informed of rights to apply for benefits under the unemployment insurance code.
- 21.3.2 When, as a result of the expiration of a specially funded program, unit positions must be eliminated at the end of any school year, and Unit employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall receive a hand-delivered notice of layoff by their supervisor or District representative on or before April 29, informing him/her of his/her layoff effective at the end of such school year and of his/her displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) calendar days prior to the effective date of his/her layoff.
- 21.3.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of Unit employees, no layoff for lack of work resulting from causes not foreseeable or preventable by the Board of Education, without the notice required by Subsection (21.3.1) or (21.3.2) hereof.
- 21.4 Whenever a Unit employee is laid off, the order of layoff within the class shall be determined by seniority. The employee who has been employed the shortest time shall be laid off first.
- 21.4.1 "Seniority" is determined by date of hire in the District.
- For the purposes of computing seniority for members hired prior to July 1, 2017, seniority will reflect the number of hours in paid status, converted into a new seniority date. This date shall be used for seniority purposes in the event of a layoff and will be mutually agreed upon by the District and CSEA. This seniority list will freeze the seniority of current unit members, irrespective of actual initial hire date, in the relative order that they held on June 30, 2017. Seniority for employees hired on or after July 1, 2017 shall be based solely on the date of hire.
- 21.4.2 When the hire date is the same, the member having worked the earliest substitute date shall be deemed most senior. When the hire date and the date the member first substituted in the District are the same, determination of layoff shall be by lot.
- 21.5 Persons laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months and shall be reemployed in their classification in preference to new applicants. In addition, such persons laid off have the right to be considered for any bargaining unit vacancies for which they qualify within the District before outside applicants during the period of thirty-nine (39) months. Reemployment will be in the reverse order of layoff.

- 21.6 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in his/her present position rather than be reassigned, shall be placed on the reemployment list for a total of sixty-three (63) months.
- 21.7 Employees who accept voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in his/her former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with his/her proper seniority.
- 21.8 Employees who accept voluntary demotions to classes not previously held, in lieu of layoff, may be reassigned to positions for which they qualify. The determination of eligibility for reassignment shall be made by the Board of Education on a class by class basis.
- 21.9 Any Unit employee reemployed from a valid reemployment list within the thirty-nine (39) months after a layoff shall regain all accumulated benefits accruing to him/her at the time of the layoff.
- 21.10 Bumping: A permanent employee in the Bargaining Unit who is laid off from a class shall have the right to bump an employee with less seniority in that class or a prior job class in which they have worked as per section 21.21.
- 21.11 Retirement In Lieu Of Layoff: Any employee in the Bargaining Unit may elect to accept a service retirement in lieu of layoff or voluntary demotion, or reduction in assigned time in connection with a layoff, subject to the rules of PERS.
- 21.11.1 Such employee shall, within ten (10) working days prior to the effective date of the proposed layoff complete and submit a form provided by the District for this purpose.
- 21.11.2 The employee shall then be placed on a thirty-nine (39) month reemployment list during such time as may be specified pertinent by Government Code Sections.
- 21.11.3 The District agrees that when an offer of reemployment is made to an eligible retired person under this Article, and the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.
- 21.11.4 Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.
- 21.12 Notification of Reemployment Opening: Any employee who is laid off or retired in lieu of layoff subsequently eligible to reemployment shall be notified by phone call by the District as to the date of the opening as per Article 21.16. The employee shall be responsible for notifying the District of any change of contact information. All phone call attempts shall be documented by HR and a voicemail shall be left if the call is not answered. If the employee does not respond to the phone call within five (5) working days, or the contact information is incorrect, the District shall mail a notice to the last known address that an attempt was made.

- 21.13 Employee Notification to District: An employee shall notify the District of his/her intent to accept or refuse reemployment within five (5) working days following receipt of the reemployment notice via phone call. Any employee not responding within five (5) working days shall be deemed to have refused the reemployment offer.
- 21.14 Reemployment In Highest Class: An employee shall be reemployed in the highest rated job classification available in accordance with his/her class seniority. An employee who accepts a position lower than his/her highest former class shall retain his/her original thirty-nine (39) month rights.
- 21.15 Improper Layoff: Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.
- 21.16 Reemployment: An employee on a reemployment list may decline three offers of reemployment in his/her former classification(s). After the third refusal, the District may post any vacant positions while waiting for the employee on the reemployment list to notify the District of that employee's availability. The employee shall thereafter be entitled to offers of employment in accordance with his/her seniority ranking in the reemployment list(s). The term "offer of reemployment" shall, for the purposes of this article, be defined as an offer of a position having not less than the same number of hours/days per week and months per year and in the same classification(s) from which the employee has suffered layoff.
- 21.17 Voluntary Aides
- 21.17.1 Notwithstanding any other provisions of law, any person may be permitted by the Board of Education of any school district to perform the duties specified in Education Code Sections 44814 or 44815, or to serve as a non-teaching volunteer aide under the immediate supervision and direction of the Certificated personnel of the district to perform non-instructional work which serves to assist such Certificated personnel in performance of teaching and administrative responsibilities. Such a non-teaching volunteer aide shall not be an employee to the school district and shall serve without compensation of any type or other benefits accorded to employees of the district, except as provided in Section 35212 of the Education Code and Section 3363.5 of the Labor Code.
- 21.17.2 No district may abolish any of its classified positions and utilize volunteer aides, as authorized herein, in lieu of classified employees who are laid off as a result of abolition of a position, nor may a district refuse to employ a person in a vacant Classified position and use volunteer aides in lieu thereof.
- 21.17.3 It is the intent of the Legislature to permit school districts to use volunteer aides to enhance its educational programs but not to permit displacement of classified employees nor to allow districts to utilize volunteers in lieu of normal employee requirements.
- 21.18 Persons who are laid off shall be permitted to serve in classifications in which they were laid off in positions where long-term substitutes are required for work of at least five (5) days duration.
- 21.19 Layoff Of Senior Employees

21.19.1 The District will implement the following in order to provide protection to senior employees with ten (10) years of service who have served in only one job classification and who have good, recent evaluations and satisfactory attendance:

21.19.1.1 The District will assess the employee's job skills, and job-related knowledge.

21.19.1.2 The District will identify the job classes for which that employee is qualified, given the skills and knowledge the employee possesses at that time.

21.19.1.3 Based upon the assessment of the employee's skills, the advice of CSEA, and any opinions expressed by the employee, the District will determine which job class will be the most appropriate placement for the employee.

21.19.1.4 The senior employee will then bump the least senior individual in that job class working the same number of hours as the senior employee. The senior employee shall not bump any employee in the job class with more seniority within the District.

21.19.2 This procedure applies only to those employees who have served in only one job class throughout their service in the District.

21.20 Bumping Procedure

All CSEA employees who have received a Notice of Layoff and have bumping rights will be eligible to participate in an Assignment Selection Meeting based on seniority.

21.20.1 Seniority as defined in Article 21.4.1 includes date of hire for *any* position within the bargaining unit. Classifications considered for an employee's reemployment rights shall be limited to any position regularly held (excluding short-term or substitute positions, such as summer school and extended school year).

21.20.2 The Assignment Selection Meeting is scheduled by the Human Resources Department to present CSEA members, affected by a layoff, with their reemployment rights. Employees laid off will be notified of the scheduled date, time and location of the meeting no less than seven (7) calendar days prior to the event.

21.20.3 During the Assignment Selection Meeting, the employee, by order of seniority, shall be reemployed using the procedure below in the following order:

A. Employee shall be placed in an assignment from available vacancies in the same classification with the same number of hours. If no such position exists;

B. Employee may select a vacant position with greater or fewer hours in the same classification. If no such position exists or employee does not choose a position;

- C. Employee shall accept placement into the position of the least senior employee in the same classification with the same number of hours or more. If no position with the same or more hours exists;
- D. Employees may accept placement in the position of the least senior employee in the same classification with fewer hours. If not placed or employee does not choose a position;
- E. Employee may follow the same process for any previously, regularly held classification, beginning with the most recently held classification. If no such positions exists or employee does not choose to exercise this option;
- F. Employee may accept layoff, and be placed on the 39 month reemployment list.

21.20.4 Should funding become available to add additional hours to existing positions after the Assignment Selection Meeting, the whole position will be offered to the most senior employee within that classification according to reemployment rights.

21.20.5 When an employee, during the reemployment process, moves to a previously held classification with a lower salary range, the employee shall be paid at the salary range of the classification for which they are employed, at the column closest to their current salary.

21.21 Bumping Procedures for Paraeducators – Special Education –

Paraeducators who have received a Notice of Layoff will be eligible to participate in an Assignment Selection Meeting. Paraeducators shall have the reemployment rights as described in 21.20, except for those positions that have been jointly identified as exempt by the District and CSEA. Exempt positions are considered for their specialized qualifications, duties, skills, and other factors which may impact the bumping procedure. The parties shall review the positions selected for exemption prior to any Assignment Selection Meetings.

ARTICLE 22: SAVINGS PROVISIONS

- 22.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 23: SUPPORT OF AGREEMENT

- 23.1 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that agents or representatives of neither party will advocate change in the terms of this Agreement in any matter subject to the meet and negotiation process except by prior mutual agreement of the parties.

ARTICLE 24: REOPENER

- 24.1 For the 2021-2022 and 2022-2023 years, each party may reopen negotiations on Article 15 (Salary Rules), Article 16 (Health and Welfare Benefits), and one additional article chosen by each party.

ARTICLE 25: DURATION

- 25.1 This Agreement shall be in effect from July 1, 2020, through June 30, 2023.
- 25.2 For the term of this contract, CSEA shall have a "me too" clause regarding increases in compensation including District contributions to health care, i.e., if any other recognized exclusive bargaining unit obtains an increase in salary or health insurance funding levels including vision and dental, CSEA shall receive the same percentage increase. Should the cost value of the package agreed to with any other unit include a cost value greater than that agreed to with CSEA, the parties will return to the table to determine how the additional value should be allocated.
- 25.3 This Agreement shall remain effective and in full force until such time as a successor agreement has been ratified by both parties.

ARTICLE 26: DISCIPLINARY ACTION

- 26.1 Causes for Disciplinary Action: No person in the classified Unit shall be disciplined except for just cause as prescribed by these rules and regulations of the Board of Education of the Livermore Valley Joint Unified School District. Discipline may consist of warnings, suspensions, demotion or dismissal. Suspensions exacted will not exceed thirty (30) calendar days without pay.
- 26.2 No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause, unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.
- 26.3 Probationary employees shall be subject to discipline to include dismissal upon recommendation of the immediate supervisor, providing that the employee shall be entitled, at the employee's election, to an administrative review before the Superintendent or his/her designee. The determination of the Superintendent shall be final.
- 26.4 Employees may be disciplined for any of the following causes
- 26.4.1 Incompetency
 - 26.4.2 Inefficiency
 - 26.4.3 Insubordination
 - 26.4.4 Negligence
 - 26.4.5 Dereliction of duty
 - 26.4.6 Drinking of alcoholic beverages or abuse of drugs on the job or reporting for work while intoxicated or under the influence of illegal drugs.
 - 26.4.7 Theft from the District
 - 26.4.8 Engaging in political activity during assigned hours of employment.
 - 26.4.9 Conviction of any crime involving moral turpitude and/or a felony.
 - 26.4.10 Repeated and unexcused absence or tardiness.
 - 26.4.11 Dishonesty or falsifying information supplied to the School District.
 - 26.4.12 Continuing violation or refusal to obey safety rules and regulations. "Continuing" means more than one occurrence.
 - 26.4.13 Bribery in connection with employment in the District.
 - 26.4.14 Willful and continuing violation of the Education Code or Rules and Regulations of the Board of Education. "Continuing" means more than one occurrence.

26.4.15 Abandonment of position.

26.4.16 Advocation of the overthrow of Federal, State or Local Government by force, violence.

26.5 Procedure for Discipline of Permanent Employees

26.5.1 The charges shall be presented, in writing to the employee by certified mail or in person along with a statement of the proposed discipline.

26.5.2 The employee shall have the right to respond in writing or in a meeting with the Superintendent or his/her designee who is capable of reversing or reducing the recommended disciplinary action.

26.5.3 The employee shall be informed of the determination made at this level within five (5) working days of receipt by the District of his/her response or of the above meeting, whichever is applicable.

26.5.4 The Superintendent of Schools shall initiate the charges for disciplinary action. The Superintendent shall give the employee written notice of the specific charges against him/her in ordinary and concise language citing the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed that the employee has violated any Board of Education and/or administrative rule or regulation such rule and regulation shall be set forth in said notice. The notice shall contain a statement of the employee's right to a hearing on such charges and the time within which such hearing may be requested which shall be not less than five (5) days after service of the notice to the employee. The notice shall contain a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

26.5.5 If the employee does not request a hearing before the Board of Education (or a hearing officer chosen by the Board) the discipline shall be administered in accordance with the Superintendent's notice and shall include a statement of the discipline to be administered.

26.5.6 If the employee requests a hearing, the matter shall be scheduled for hearing by the Board of Education, and only at that hearing, the evidence from both sides shall be produced in an orderly fashion for initial evaluation by the Board of Education or bona fide hearing officer.

26.5.7 Disciplinary notice shall contain all charges to the date of the notice that are known or should reasonably be known by the administration and all other causes shall be barred from introduction at that time or in the future except, if cause was concealed by the employee.

26.6 Procedures for Hearing: Upon receipt of a request for hearing the Board of Education shall order a hearing to be held as soon as possible. The Board or its hearing officer shall hold the hearing and shall render judgment.

26.7 The employee shall have the right to appear on his/her own behalf, with counsel or such representation as he/she considers necessary, and be heard in his/her own defense. All

hearings shall be held in Closed Session unless the employee requests an open hearing.

- 26.8 The burden of proof shall remain with the Board of Education.
- 26.9 In the event a hearing officer presides over these proceedings, said decision shall be advisory to the Board of Education.
- 26.10 The findings and decision of the Board of Education shall be final and binding on all parties. The Board may revoke, affirm or modify the charges and the recommended disciplinary action.
- 26.11 Miscellaneous Provisions
 - 26.11.1 All notifications of disciplinary action shall be made in writing.
 - 26.11.2 When a meeting with a supervisor turns to discussion(s) of specific disciplinary action, the employee may request the involvement of a CSEA representative. When such a request is made, the discussion will be discontinued and rescheduled at a mutually agreeable time for both the employee and the supervisor.
 - 26.11.3 A hearing officer shall be employed, if requested in writing by the employee.
 - 26.11.4 The CSEA shall be provided a copy of the decision of the hearing officer at the same time said decision is given to the District.
 - 26.11.5 Where the employee's continued presence on the worksite presents a threat to students, other employees of the District or District properties, the employee may be immediately suspended with pay pending adjudication in accordance with these rules.

ARTICLE 27: EARLY RETIREMENT BENEFIT PROGRAM

27.1 An employee in the bargaining unit shall be eligible for the District medical, dental, vision and life insurance if said employee meets the following criteria at the time of retirement:

27.1.1 Must be at least fifty-five (55).

27.1.2 Must have provided at least fifteen (15) years of continuous service with the Livermore Valley Joint Unified School District.

27.2 For those retiring during the 2005-2006 fiscal year, the above mentioned program shall apply to employee, spouse or registered domestic partner, and dependent coverage for a period of seven (7) years or until age sixty-five (65) whichever comes first. Upon payment by the employee of additional premium costs, qualified dependents also shall be covered where permitted by the various insurance plans. Should the retired employee die prior to July 1, 2005, the dependent(s) will continue to receive benefits for the time that would have been available to the retired employee.

27.3 For those employees retiring on or after July 1, 2005, the Early Retirement Benefit coverage will be for employee only.

27.4 Golden Handshake

27.4.1 At the Board of Education's discretion, the Superintendent or his designee shall provide for the implementation of the retirement program known as the "Golden Handshake" in accordance with Section 20904, Government Code and subsequent amendments. Employees who elect this option must meet the following conditions:

- Age: Between 55 and 60
- Credited with five (5) or more years of service under PERS
- Eligible to retire under PERS rules
- Submit a letter of retirement under this option no later than December 15, for a retirement taking effect between January 1 and February 29, and no later than April 15, for a retirement taking effect between June 1 and August 31.

ARTICLE 28: CONCERTED ACTIVITIES

- 28.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interferences with the operations of the District by the Union or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 28.2 The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and agrees to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Union, the Union agrees to take all necessary steps to cause those employees to cease such action.
- 28.3 It is agreed and understood that any employees violating this Article may be subject to discipline up to and including termination by the District. Termination proceedings instigated under this section shall not preclude employees from being represented at all stages of such proceedings by the Union or other counsel of their choosing.
- 28.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from those employees participating in the action.

ARTICLE 29: ADVISORY COMMITTEES

- 29.1 In the interest of collaborative teamwork, the District may seek CSEA participation on any District advisory committees. Upon notification from the District, CSEA may provide member representatives who will communicate committee discussions with CSEA members for member input.

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APPENDIX A
AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (formerly Local 790)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND
THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

The parties to this Agreement, Service Employees International Union, Local 1021 ("Local 1021") (formerly Local 790), California School Employees Association ("CSEA") and the Livermore Valley Joint Unified School District ("District") agree to the establishment of a "Retiree Health Benefit Trust" to assist retired members to maintain health insurance for themselves and their spouses after age 63. This agreement incorporates by reference the terms of the "Agreement and Declaration of Trust Establishing The Livermore Valley Joint Unified Retired Classified Employee Health Benefit Fund" ("Trust"). This Agreement shall be attached as an appendix to each bargaining unit's collective bargaining agreement.

This agreement implements the Trust and covers eligibility requirements, regulations governing benefits available to members, and regulations governing the amount to be contributed by the parties to the Trust.

RETIREE HEALTH BENEFIT TRUST

1. A Trust fund to help pay medical, dental, and/or vision benefits shall be established and maintained on behalf of eligible retirees. Eligible retirees shall be those employees represented by Local 1021 (formerly Local 790) and CSEA bargaining units who retire from District employment after July 1, 1990 and meet the qualification requirements of paragraph 9, also set forth in paragraph IV of the Trust.
2. "Employees" shall, for purposes of this trust, include all employees in the Local 1021 (formerly Local 790) and CSEA bargaining units.
3. The District's initial contribution to the trust fund shall be One Hundred Dollars (\$100.00) for each full-time equivalent ("FTE") represented by Local 1021 (formerly Local 790) and CSEA bargaining units. Thereafter the District's contribution into the trust fund shall be equal to One Hundred Dollars (\$100.00) per FTE based on the total number of FTEs in the Local 1021 (formerly Local 790) and CSEA bargaining units on November 1st. The amount of funding by the employees represented by Local 1021 (formerly Local 790) and CSEA bargaining units shall be achieved by setting aside .25 of one percent of the total salary schedule for each bargaining unit. Said amount will be determined thirty (30) days after each unit receives its annual salary increase. If either bargaining unit does not receive a salary increase in a given year, then the employee contribution shall be .25 of one percent of the existing salary schedule. No employee shall have a vested right to or have any entitlement to the amounts contributed into the retirement fund in the form of a cash distribution.
4. The District agrees to set aside \$7,304.00 beginning with the 1997/98 school year, which shall be utilized to increase the monthly health benefit trust payment pending the approval of the Trust board.
5. The District shall deposit said funds by November 1st of each fiscal year based on the projected number of FTEs represented by the Local 1021 (formerly Local 790) and CSEA

bargaining units. Funds shall be maintained in a dedicated District account which bears interest at the county rate.

6. The actual number of FTEs referred to in paragraphs 3 and 4, shall be the number of employees represented by Local 1021 (formerly 790) and CSEA bargaining units who are employed on November 1st of each year. Adjustments in the amount deposited into the trust fund shall be made, if necessary.

7. A Board of Directors of the trust fund shall be established to administer the trust fund pursuant to the trust agreement and declaration of trust.

8. The trust agreement and declaration of trust document shall become a part of this agreement. After the execution of the trust agreement and declaration of trust by the District, Local 1021 (formerly Local 790) and CSEA, any dispute resulting in a deadlock or failure to take an action by the members of the Board of Directors of the trust fund shall be subject to the arbitration provisions of Article IX of said trust agreement and declaration of trust. Further, after said execution, any disputes regarding retiree medical, dental and/or vision benefits or actions of the Board of Directors shall not be subject to the grievance/arbitration procedures of any collective bargaining agreement between the District and Local 1021 (formerly Local 790) or the District and CSEA.

9. To be eligible to qualify for benefits, retirees must have been employed for the minimum or equivalent of ten years as an employee and maintain medical, dental and/or vision coverage under any plan which is available to District employees in the Local 1021 (formerly Local 790) or CSEA units subject to restrictions placed by insurance carriers. Benefits shall continue for the life of the retiree. Benefits shall commence at age 63. Benefits shall commence earlier than age 63 if the employee becomes disabled as a result of the job and begins to draw a disability retirement.

The initial benefit provided by the trust fund shall be One Hundred Dollars (\$100.00) per month or a pro rata portion of that amount, which shall continue for the life of the eligible retiree unless the Board of Directors determines that it is actuarially sound to increase or decrease the benefit. Employees employed for less than forty (40) hours per week shall be entitled to a pro rata portion of benefits as follows:

<u>Assigned Work Hours Per Week</u>	<u>% of Benefit</u>
1 hour through 7 hours	20%
over 7 hours through 16 hours	40%
over 16 hours through 24 hours	60%
over 24 hours through 32 hours	80%
over 32 hours	100%

Upon the retiree's death, the retiree's surviving spouse shall become entitled to receive the current benefit or the appropriate pro rata share of the current benefit, if such surviving spouse:

- (a) Is the legal spouse of the retiree at the time of his/her death;
- (b) Has been married to the retiree at least one full year before his/her death;
- (c) Has attained age 63; and
- (d) Maintains medical, dental and/or vision coverage under any plan which is available to district employees in the Local 1021 (formerly Local 790)/CSEA units subject to restrictions placed by insurance carriers.

The surviving spouse of a less than forty (40) hour employee shall be entitled to the same pro rata portion of benefits to which the employee would have been entitled.

All rules relating to the governance of the trust, the management and dispersion of the trust funds shall be subject to the Trust Document.

10. The retiree or eligible surviving spouse must choose coverage under a medical, dental and/or vision plan available to employees active in the Local 1021 (formerly Local 790)/CSEA bargaining units subject to the restrictions placed by insurance carriers or may request coverage under an alternative plan as set forth in Article 4, section 5 of the Trust Agreement and declaration.

11. If a retired employee moves to a geographical area which is not covered by the District's medical, dental and/or vision plan(s) covering employees represented by the Local 1021 (formerly Local 790)/CSEA bargaining units, the retired employee may elect to be covered by a medical, dental and/or vision plan available in such an area subject to approval by the Board of Directors. If such plan(s) are approved, the Fund shall provide up to One Hundred Dollars (\$100.00) per month, or the appropriate pro rata share, for each eligible employee directly to the insurance carrier. In no case, however, shall the fund provide an amount in excess of the actual cost of the medical, dental and/or vision coverage.

A surviving spouse of a deceased retiree may request the Board of Directors to provide payment to a non-District plan provided the following conditions are met. Such surviving spouse must be eligible to receive retiree medical, dental and/or vision benefits from the District under Section 9, and reside in a geographical area which is not covered by any of the District's plans covering active employees represented by the Local 1021 (formerly Local 790)/CSEA bargaining units. If such plan(s) are approved, the fund shall provide up to One Hundred Dollars (\$100.00) per month, or the appropriate pro rata portion, for each eligible surviving spouse directly to the insurance carrier which shall not exceed the actual cost of the medical, dental and/or vision coverage.

12. Unit members shall not be vested in retiree medical, dental or vision benefits provided by the trust until retirement from the Livermore Valley Joint Unified School District and the eligibility requirements for benefits are met. Unit members leaving the employ of the District before retirement shall not be entitled to receive any benefit or remuneration from the trust fund. Under no circumstances shall cash payments be distributed to individuals.

13. If the Trust is terminated, pursuant to the terms set forth in Article XI of the trust agreement and declaration, then funds remaining in the trust fund after all expenses incurred in terminating or administering the Plan have been paid will be used for the benefit of employees, regular and retired, as set forth in Section 5 of Article XI of the Trust document.

14. Beginning with the 1997/98 school year, the District agrees annually to set aside \$7,304.00, which shall be utilized to increase the monthly health trust payment pending the approval of the Trust Board.

APPENDIX B CALENDARS

Livermore Valley Joint Unified School District

2019/2020 School Calendar

August 2019						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2020						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

*Non-student days

Begin/End of Year

*Teacher Work Days + 1 flex

*End of Trimester

*Prof. Development + 1 flex

Legal/Local Holidays

Trimester 1 August 19 - November 8 58 days

Trimester 2 November 12 - February 27 60 days

Trimester 3 March 2 - June 4 62 days

Fall Conference Days TK-5: Oct 7-8, 10-11, 14-15, 17-18

Spring Conference Days TK-5: March 2-3, 5-6

Workdays TK-12: Aug 16 & June 5

Professional Development TK-12: Aug 15 & Oct 4







Back to School Night: Elem - Aug 29, Middle - Sept 5, HS - Sept 4

Open House: Elem - May 20, Middle - May 13, HS - TBD

Livermore Valley Joint Unified School District

2020/2021 School Calendar

August 2020							September 2020							October 2020						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	★	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			
November 2020							December 2020							January 2021						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9
8	9	10	★	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16
15	16	17	18	19	20	21	20	21	22	★	23	★	24	17	★	19	20	21	22	23
22	23	24	★	★	★	26	27	28	29	30	★			24	25	26	27	28	29	30
29	30													31						
February 2021							March 2021							April 2021						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6		1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	7	8	9	10	11	12	13	4	★	6	7	8	9	10
14	★	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	21	22	23	24	25	26	27	18	19	20	21	22	23	24
28							28	29	30	31				25	26	27	28	29	30	
May 2021							June 2021							July 2021						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	★	10	11	4	★	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	★																			

-  Non-student days
-  Teacher Work Days + 1 flex
-  Prof. Development + 1 flex
-  Begin/End of Year
-  End of Trimester
-  Legal/Local Holidays

Trimester 1 August 25 - November 20 61 days
 Trimester 2 November 30 - March 5 58 days
 Trimester 3 March 10 - June 10 61 days

Fall Conference Days: To be determined
 Spring Conference Days TK-5: March 15-16, 18-19

Workdays TK-12 - Aug 24, June 11 + one flex
 Prof Develop TK-12 - Aug 21, Oct 2 + one flex

Back to School Night: Elem: 9/1, Middle: 9/3, HS: 9/9
 Open House: Elem: 5/27, Middle: 6/2, HS: TBA

Livermore Valley Joint Unified School District







2021/2022 School Calendar

August 2021							September 2021							October 2021						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
29	30	31					26	27	28	29	30			31						

November 2021							December 2021							January 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30			23	24	25	26	27	28	29

February 2022							March 2022							April 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
6	7	8	9	10	11	12	6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28						27	28	29	30	31			24	25	26	27	28	29	30

May 2022							June 2022							July 2022						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7	5	6	7	8	9	10	11	3	4	5	6	7	8	9
8	9	10	11	12	13	14	12	13	14	15	16	17	18	10	11	12	13	14	15	16
15	16	17	18	19	20	21	19	20	21	22	23	24	25	17	18	19	20	21	22	23
22	23	24	25	26	27	28	26	27	28	29	30			24	25	26	27	28	29	30
29	30	31					26	27	28	29	30			31						

 Non-student days	 Teacher Work Days + 1 flex	 Prof. Development + 1 flex
 Begin/End of Year	 End of Trimester	 Legal/Local Holidays

Trimester 1 August 24 - November 19 61 days

Trimester 2 November 29 - March 4 58 days

Trimester 3 March 6 - June 9 61 days

Fall Conference Days: TK-5 Oct. 4-5, 7-8, 11-12, 14-15

Spring Conference Days: TK-5 March 14-15, 17-18

Workdays K-12 - Aug 23, June 10 + one flex

Prof Develop K-12 - Aug 20, Oct 1 + one flex

Back to School Night: Elem: 9/2, Middle: 9/3, HS: 9/8

Open House: Elem: 5/25, Middle: 6/1, HS: TBA

Livermore Valley Joint Unified School District

2022/2023 School Calendar

August 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						


May 2023						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

 Non-student days

 Teacher Work Days

 Prof. Development

 Begin/End of Year

 End of Trimester

 Legal/Local Holidays

Trimester 1 August 23 - November 18 61 days

Trimester 2 November 28 - March 2 56 days

Trimester 3 March 6 - June 8 63 days

Fall Conference Days TK-5: Oct. 10-11, 13-14, 17-18, 20-21

Spring Conference Days TK-5: March 13-14, 16-17

Workdays TK-12 - Aug 22, June 9 + one flex

Prof Develop TK-12 - Aug 18, 19 & Nov 1 + one flex

Back to School Night: Elem: 9/1, Middle: 9/8, HS: 9/7

Open House: Elem: 5/25, Middle: 5/31, HS: TBA

APPENDIX C SALARY SCHEDULES

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION SALARY SCHEDULE 2021-2022

Effective July 1, 2021

JOB CLASSIFICATION	#	JOB CLASSIFICATION	#
Accounting Analyst	25	Instructional Spec and PE Specialist	16*
Accounting Analyst - Bond	26	Intervention Specialist	17*
Accounting Specialist	19	IT Admin Assistant	22
Administrative Secretary - District	19	Data Specialist - IT	25
Administrative Secretary - School	19	IT Specialist	25
Data & Assessment Specialist-Curriculum	21	IT Technician	21
Benefit Leave Specialist	25	Library Media Specialist	19*
Bookkeeper	19	Migrant Ed - Community Liaison	18
Campus Supervisor - High School	14*	Migrant Ed - Outreach/Recruiter	18
Career Technician	17	Network Technician	25
Child Welfare/Atten Aide	16*	Office Specialist	16
Child Welfare/Atten Spec	19*	Paraprofessional-Special Education	16*
Data Specialist - Special Ed.	19	Payroll Specialist	20
District Receptionist	16	Pre-School Program Instructor	18*
Executive Assistant - District	22	Property Control Technician	19
Exec. Assistant to the Principal	20	Registrar - High School	19
Facilities Technician	26	Registered Behavior Technician	18*
Health Technician	16*	Senior Office Specialist - District	17
Human Resources Specialist	21	Transportation Specialist - Special Ed.	19
Instructional Assistant	18*	Senior Program Assistant	17
Instructional Spec - Computer Lab	17*	Speech & Language Pathologist Assist	21

	A	B	C	D	E	F
13	\$2,035	\$3,166	\$3,345	\$3,514	\$3,690	\$3,876
	\$17.80	\$18.38	\$19.30	\$20.27	\$21.29	\$22.36
14	\$3,186	\$3,345	\$3,514	\$3,690	\$3,875	\$4,071
	\$18.38	\$19.30	\$20.27	\$21.29	\$22.36	\$23.49
15	\$3,345	\$3,514	\$3,690	\$3,875	\$4,071	\$4,275
	\$19.30	\$20.27	\$21.29	\$22.36	\$23.49	\$24.66
16	\$3,514	\$3,690	\$3,875	\$4,071	\$4,275	\$4,487
	\$20.27	\$21.29	\$22.36	\$23.49	\$24.66	\$25.89
17	\$3,690	\$3,875	\$4,071	\$4,275	\$4,487	\$4,712
	\$21.29	\$22.36	\$23.49	\$24.66	\$25.89	\$27.19
18	\$3,875	\$4,071	\$4,275	\$4,487	\$4,712	\$4,950
	\$22.36	\$23.49	\$24.66	\$25.89	\$27.19	\$28.56
19	\$4,071	\$4,275	\$4,487	\$4,712	\$4,950	\$5,195
	\$23.49	\$24.66	\$25.89	\$27.19	\$28.56	\$29.97
20	\$4,275	\$4,487	\$4,712	\$4,950	\$5,195	\$5,454
	\$24.66	\$25.89	\$27.19	\$28.56	\$29.97	\$31.47
21	\$4,487	\$4,712	\$4,950	\$5,195	\$5,454	\$5,729
	\$25.89	\$27.19	\$28.56	\$29.97	\$31.47	\$33.05
22	\$4,712	\$4,950	\$5,195	\$5,454	\$5,729	\$6,019
	\$27.19	\$28.56	\$29.97	\$31.47	\$33.05	\$34.73
24	\$5,195	\$5,454	\$5,729	\$6,019	\$6,316	\$6,633
	\$29.97	\$31.47	\$33.05	\$34.73	\$36.44	\$38.27
26	\$5,729	\$6,019	\$6,316	\$6,633	\$6,965	\$7,312
	\$33.05	\$34.73	\$36.44	\$38.27	\$40.10	\$42.18
28	\$6,316	\$6,633	\$6,965	\$7,312	\$7,661	\$8,022
	\$36.44	\$38.27	\$40.10	\$42.18	\$44.31	\$46.51

*These jobs are based on the school year and receive a vacation/benefit factor, except for Comprehensive High School Library Media Specialists.

Monthly rate based on a full time 12 month work year.

Salary schedule does not include District contribution to Health Benefits.

Paraprofessional classification shall receive 5% additional compensation for specific assignments/duties.

Years of Service	Vacation Factor
Up to 5 years	4.9%
6-10 years	7.2%
11-15 years	8.3%
16-20 years	8.7%
21 years or more	9.1%

Professional Growth Article 19

This salary schedule was produced by increasing the June 25, 2021 salary schedule by 5%, effective July 1, 2021.

**APPENDIX D
GRIEVANCE FORM**

**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, LIVERMORE #334**

Grievance Form-Reference Article 9: Grievance Procedure

This form is to be used only after Step One: Informal Personal Conference has been held and grievance is not resolved.

Name of Grievant _____ Position/Classification _____

School/Department _____ Principal/Supervisor _____

Date of Level 1/Step One Conference with Supervisor/Principal _____

Date of Level 2/Step Two of Grievance Filed with Supervisor/Principal _____

Date of Level 3/Step Three of Grievance Filed with Administrator _____

Date of Level 4/Step Four of Grievance Filed with Superintendent _____

Date of Arbitration Request _____

Contract Section(s) Violated:

Statement of Grievance (include names, dates, locations):

Remedy sought:

Signature of Grievant: _____

APPENDIX E-1



**CALIFORNIA'S
VALUED TRUST**

2021/2022 District Rate Sheet
For Livermore Valley Joint USD

CSEA Active	Composite			Pct
Health Composite Rate	2021/2022			Chg
EAP	\$1.27			0.0%
CSEA Active	Empl Only	Empl+One	Empl+Family	Pct
Health Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
CVT Bronze Plan	\$540.00	\$928.00	\$1,172.00	5.1%
KN 2 Active Chiro	\$1,115.16	\$1,918.31	\$2,421.84	7.1%
KN 5 Active	\$1,064.00	\$1,828.00	\$2,307.00	7.1%
KN Bronze Active	\$613.00	\$1,053.00	\$1,328.00	7.1%
KN HSA Active	\$694.00	\$1,192.00	\$1,481.00	7.2%
KN Wellness Active	\$874.00	\$1,503.00	\$1,896.00	7.2%
PPO-1, RX-A	\$1,180.00	\$2,030.00	\$2,560.00	5.2%
PPO-10, RX-D	\$627.00	\$1,079.00	\$1,360.00	5.2%
PPO-4, RX-B	\$1,041.00	\$1,790.00	\$2,259.00	5.0%
PPO-7, RX-A	\$956.00	\$1,645.00	\$2,074.00	5.2%
WELL-1, RX-C	\$971.00	\$1,870.00	\$2,107.00	5.1%
CSEA Active	Composite			Pct
Dental Composite Rate	2021/2022			Chg
Basic, \$2,500 Annual Maximum, 3 Cleanings Per Year, 100% Diagnostic/Preventive, Prosthodontics 70/30, Nitrous Oxide	\$134.86			0.0%
DPO-70-30, \$2,500 Annual Maximum, 3 Cleanings Per Year, Crowns/Restorations 100%, Nitrous Oxide, Ortho 100% Adults & Children \$4,000 Lifetime Max	\$125.54			0.0%
CSEA Active	Composite			Pct
Vision Composite Rate	2021/2022			Chg
Plan C \$10.00 Copay, 2nd Pair of Glasses - \$20 Deductible	\$24.94			0.0%

Monday, May 3, 2021

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2021/2022 District Rate Sheet
For Livermore Valley Joint USD

CSEA Dist Paid Ret	Empl Only	Empl+One	Empl+Family	Pct
Health Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
CVT Bronze Plan, UNDER 65	\$788.00	\$1,355.00	\$1,710.00	5.9%
KN 5 MEDICARE A&B	\$288.00	\$576.00	\$654.00	-5.0%
KN 5 UNDER 65	\$1,394.00	\$2,395.00	\$3,021.00	7.2%
KN Bronze UNDER 65	\$627.00	\$1,421.00	\$1,792.00	7.1%
PPO-10, RX-D, MEDICARE A&B	\$300.00	\$554.00	\$760.00	-5.0%
PPO-10, RX-D, UNDER 65	\$572.00	\$1,672.00	\$2,110.00	5.7%
PPO-4, RX-B, MEDICARE A&B	\$472.00	\$897.00	\$1,216.00	-5.1%
PPO-4, RX-B, UNDER 65	\$1,603.00	\$2,757.00	\$3,479.00	5.7%



2021/2022 District Rate Sheet
For Livermore Valley Joint USD

CSEA Dist Paid Ret Co-pay	Empl Only	Empl+One	Empl+Family	Pct
Health Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
CVT Bronze Plan, UNDER 65	\$788.00	\$1,355.00	\$1,710.00	5.9%
KN 2 MEDICARE A&B Chiro	\$343.16	\$686.31	\$1,029.84	-5.0%
KN 2 UNDER 65 Chiro	\$1,486.16	\$2,557.31	\$3,228.84	7.1%
KN 5 MEDICARE A&B	\$288.00	\$576.00	\$864.00	-5.0%
KN 5 UNDER 65	\$1,394.00	\$2,395.00	\$3,021.00	7.2%
KN Bronze UNDER 65	\$827.00	\$1,421.00	\$1,792.00	7.1%
KN HSA UNDER 65	\$836.00	\$1,608.00	\$2,000.00	7.1%
PPO-1, RX-A, MEDICARE A&B	\$510.00	\$976.00	\$1,330.00	-5.0%
PPO-1, RX-A, UNDER 65	\$1,810.00	\$3,113.00	\$3,827.00	5.8%
PPO-10, RX-D, MEDICARE A&B	\$200.00	\$564.00	\$760.00	-5.0%
PPO-10, RX-D, UNDER 65	\$872.00	\$1,672.00	\$2,110.00	5.7%
PPO-4, RX-B, MEDICARE A&B	\$472.00	\$897.00	\$1,216.00	-5.1%
PPO-4, RX-B, UNDER 65	\$1,603.00	\$2,757.00	\$3,478.00	5.7%
PPO-7, RX-A, MEDICARE A&B	\$454.00	\$858.00	\$1,158.00	-5.0%
PPO-7, RX-A, UNDER 65	\$1,482.00	\$2,549.00	\$3,216.00	5.8%
WELL-1, RX-C, UNDER 65	\$1,494.00	\$2,570.00	\$3,242.00	5.7%
CSEA Dist Paid Ret Co-pay	Empl Only	Empl+One	Empl+Family	Pct
Dental Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
Basic, \$2,500 Annual Maximum, 3 Cleanings Per Year, 100% Diagnostic/Preventive, Prosthodontics 70/30, Nitrous Oxide	\$73.48	\$133.08	\$181.33	0.0%
DPO-70-30, \$2,500 Annual Maximum, 3 Cleanings Per Year, Crowns/Restorations 100%, Nitrous Oxide, Ortho 100% Adults & Children \$4,000 Lifetime Max	\$58.10	\$111.15	\$189.26	0.0%
CSEA Dist Paid Ret Co-pay	Empl Only	Empl+One	Empl+Family	Pct
Vision Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
Plan C \$10.00 Copay, 2nd Pair of Glasses - \$20 Deductible	\$15.24	\$28.31	\$43.59	0.0%

APPENDIX E-2
CVT Active Employee Eligibility Policy

California's Valued Trust Active Employee Eligibility Policy 3 Effective: May 1, 2001 Updated: January 2020

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ACTIVE EMPLOYEE ELIGIBILITY POLICY

This document provides the provisions of eligibility and enrollment for active full time and part time employees whose district has entered into a Participation Agreement to provide health and welfare benefits through California's Valued Trust (CVT). For represented units to obtain health and welfare benefits through CVT, a Participation Agreement in the form required by CVT must be signed by the district, the employee representative, and CVT. When such a Participation Agreement is in effect, the district may also obtain health and welfare benefits through CVT for its non-represented employees by entering into a Non-Bargaining Unit Participation Agreement with CVT.

I. WHO IS ELIGIBLE FOR COVERAGE

Full Time Employees: All full time employees, as outlined in the Participation Agreement, of participating units are required to receive benefits offered by their district through CVT.

Dependents of Full Time Employees: A dependent of a full time employee is eligible to participate in the Trust and is not subject to the 100% participation requirement. However, if an eligible dependent is not enrolled within 31 days of first becoming eligible to enroll for coverage, they are not eligible to be enrolled until the annual open enrollment period or until the employee experiences a qualifying event.

Part Time Employees: Part time employees of participating units and their dependent(s) are eligible to receive benefits offered by their district through CVT. However, if a part time employee or an eligible dependent of a part time employee does not enroll within 31 days of first becoming eligible to enroll for coverage, they are not eligible to enroll until the annual open enrollment period or until the employee experiences a qualifying event.

ACA Benefit Eligible Employees: An offering of medical and prescription drug coverage will be available to employees designated as full time by the Affordable Care Act (ACA), if the following key guidelines are met:

- Employee is ACA eligible for coverage but not otherwise eligible for benefits.
- Employee is not eligible for benefits under a Collective Bargaining Agreement (CBA).
- Plan design is CVT's current PPO Bronze Plan.
- Two tier rate structure – Employee or Employee and Child(ren).
- Spouses/domestic partners are not eligible for coverage.
- Employees enrolled in this plan cannot be enrolled in CVT dental, vision and/or life plans.
- District contribution is not required.

Board Members: Board of Trustees of a school district participating in CVT are eligible to receive benefits through CVT. Board members are considered a part time, active employee for purposes of eligibility, unless the participating board member notifies CVT that they are enrolled in Medicare Part A and Part B.

A. ENROLLMENT

An enrollment form is required to be completed and submitted to the Trust for every eligible employee and dependent for which coverage is requested through CVT. Eligible dependents for which coverage is sought when the employee initially enrolls, should be included on the employee enrollment form. Enrollment must be applied for within 31 days of first becoming eligible for coverage. Any active employee age 65 or older is expected to enroll in Medicare Part A.

B. ELIGIBILITY AND COMMENCEMENT OF COVERAGE

New Districts Joining CVT: The initial eligibility period and/or coverage for employees of new districts and their eligible dependents will commence on the effective date noted in the signed Participation Agreement.

New Employee: The initial eligibility period for a new employee and his or her dependent(s) will begin on the employee's date of hire as an active employee or, if applicable, at the end of the probationary period established by the district.

It is the responsibility of the employee to notify the district, and the district to notify CVT, in a timely manner, of any changes in the eligibility status of dependent(s).

Dependents: A dependent of a covered employee continues to be eligible for coverage as long as the employee upon whom they are dependent remains covered and the dependent continues to qualify as an eligible dependent. Request for enrollment must be received within 31 days of first becoming eligible for coverage. If a request for enrollment is not received within 31 days of first becoming eligible, the dependent may not be enrolled for coverage until the annual open enrollment period or until the employee experiences a qualifying event. Coverage for an eligible dependent will be effective on October 1 if processed during open enrollment, or on the first day of the month following the qualifying event. **(Documentation requirements listed below.)**

Completion of Negotiations: A new open enrollment period begins when negotiations are completed and the district requests a new open enrollment period to allow employees to elect to participate in a different plan based on the outcome of the negotiations. Under no circumstances will a retroactive effective date of coverage be permitted.

II. WHO IS ELIGIBLE FOR DEPENDENT COVERAGE

Spouse of Employee*: A spouse of an enrolled employee is eligible for coverage. **(Marriage Certificate is required for enrollment.)**

State Registered Domestic Partner*: A state registered domestic partner is eligible for coverage. **(State Registration Certificate is required for enrollment.)**

Child:

Child of an enrolled employee, spouse or domestic partner under 26 years of age:

- Natural child – **(Birth Certificate is required for enrollment.)**
- Adopted child – **(Final Adoption Papers are required for enrollment.)**
- Step child – **(Birth Certificate is required for enrollment.)**
- Child of an eligible, covered domestic partner - **(Birth Certificate is required for enrollment)**
- Unmarried child under legal guardianship - A dependent child under a court ordered legal guardianship of the employee is eligible for coverage, provided they meet all other eligibility requirements. Please note: eligibility ends on the date of expiration of the court awarded guardianship or upon the 18th birthday of the child, whichever comes first. **(Legal Guardianship Papers are required for enrollment.)**

Permanently Disabled Child: A permanently disabled child who is presently covered with CVT as a dependent may continue as a dependent regardless of age provided the disabling condition existed before the child attained the age of 26 and the disability renders the child incapable of self-sustaining employment.

Permanently disabled dependents over the age of 26 are eligible for coverage when a new group enrolls or an existing group enrolls a new employee with a permanently disabled child, if the employee provides proof that the dependent was an accepted and covered disabled dependent on a medical plan immediately prior to requesting enrollment in CVT.

A permanently disabled dependent who is married will lose their coverage at age 26; a permanently disabled dependent who is single will continue to be covered past age 26 until he or she marries or is no longer certified as permanently disabled. **(Disabled Dependent Certification required for enrollment.)**

** Following are applicable to Spouses and/or Domestic Partners:*

150% Rule

CVT offers a special reduced rate for individuals that meet the following criteria:

- Will apply to married/domestic partner couples **employed by the same or different CVT districts**
- Individuals can be on different plans and:
 - Both individuals must be **enrolled in a PPO or EPO plan**
 - Both individuals must **cover each other as a dependent**
 - Both individuals must be on a **composite rate structure**
- CVT will calculate 75% of **each individual plan**
- This rule does not apply to two or three party rate structure or to an HMO, dental, vision, life insurance or an employee assistance program (EAP).
- No retroactive rate changes will be made

Fair Market Value for Domestic Partner Coverage

The fair market value of coverage for a domestic partner (and his or her child(ren), if applicable) in excess of any amount paid by or for the eligible employee for such coverage, may be taxable income to the eligible employee and subject to applicable taxes. CVT will periodically advise the district of the eligible employee of the fair market value of such coverage. The responsibility for the collection and reporting of any applicable taxes shall be the responsibility of the employer and the eligible employee. CVT will have no further obligation with respect to the reporting of income or payment or withholding of taxes. The fair market value of domestic partner coverage will be CVT's based on the three-party rate structure for cost of coverage for a domestic partner and his or her child(ren), if applicable.

III. WHO IS NOT ELIGIBLE FOR COVERAGE

Dependents of employees are not eligible for coverage unless the employee is enrolled for coverage. Persons not specifically included as eligible above are not eligible for coverage. This includes, but is not limited to, the following:

Divorced Adult Dependents: A husband/wife dependent that is divorced from the employee is not eligible for coverage. If there is a court order to provide insurance for the divorced dependent, the member will have to obtain other coverage.

Custodial Child: A child in the custody of an employee or the employee's spouse or domestic partner, whether voluntary or court ordered, whose custody will not culminate in a superior court "Decree of Adoption" or "Court Ordered Legal Guardianship" is not eligible for coverage.

Foster Child: A child placed in the home of an employee or an employee's spouse or domestic partner by a state or federal agency, while awaiting adoption by someone other than the employee or his or her domestic partner, is not eligible for coverage.

Grandchild: The grandchild of an employee or an employee's spouse or domestic partner who does not qualify as either the employee's, or the employee's spouse or domestic partner's legally adopted child, or is not under court ordered legal guardianship, is not eligible for coverage.

Dependents of a Dependent Child: A dependent of a dependent child of an employee or an employee's spouse or domestic partner is not eligible for coverage.

Dependent Adult: The parent or step-parent of an employee or the parent or step-parent of an employee's spouse or domestic partner is not eligible for coverage, even though the parent or step-parent may qualify as a dependent for financial purposes under the IRS Code.

IV. ENROLLMENT OF DEPENDENTS

A dependent of an enrolled employee is eligible to enroll for coverage within 31 days of first becoming eligible for dependent coverage. If an eligible dependent is not enrolled within 31 days of first becoming eligible, he or she will not be allowed to enroll for coverage until the annual open enrollment period or until the employee experiences a qualifying event.

- **New Spouse and Eligible Dependent(s):** A new spouse and an eligible dependent(s) of the new spouse are eligible to enroll for coverage within 31 days of the date of the marriage to the employee. An enrollment form for the new spouse and eligible dependent(s) must be submitted to request coverage within 31 days of the date of the marriage. Coverage will commence on the first day of the month following the date of the marriage and receipt of a timely request for enrollment. **(Copies of Marriage Certificate and Birth Certificates for children under age 26 are required.)**

- **New Domestic Partner and Eligible Dependent(s) of Domestic Partner:** A domestic partner and his or her eligible dependent(s) are eligible to be enrolled by an employee when the requirements for eligible domestic partners (see “Who is Eligible For Coverage – Domestic Partner”) have been met. An employee has 31 days from the date of first meeting the requirements of domestic partnership to enroll his or her domestic partner and eligible dependent(s). Coverage will commence on the first day of the month following the date of first meeting the requirements and receipt of a timely request for enrollment. **(Copies of the State Registration Certificate and Birth Certificates for children under age 26 are required.)**
- **Newborn Child:** A newborn child of an employee, an employee’s spouse, or an employee’s covered domestic partner is eligible to be enrolled for coverage at the moment of birth. An enrollment request and copy of the birth certificate must be submitted within 90 days of the date of birth. Coverage will commence on the date of birth and receipt of a timely request for enrollment. **If a request for enrollment is not received within 90 days of the date of birth, the newborn child is not eligible to be enrolled for coverage until the annual open enrollment period or until the employee experiences a qualifying event.**
- **Adopted Child:** Adopted children are eligible to be enrolled for coverage on the date of placement in physical custody “for the purpose of adoption.” A copy of the adoption agency placement agreement, or in the case of a private placement, a copy of the court “Petition for Adoption” or “Decree of Adoption” is required to be provided to the Trust before the child will be added to the coverage as a dependent of the employee. An employee must submit an enrollment request within 90 days of the child being placed in the employee’s physical custody for the “purpose of adoption”. Coverage will commence on the date of placement in physical custody “for the purpose of adoption” and receipt of a timely request for enrollment. **If a request for enrollment is not received within 90 days of the date of placement, the child is not eligible to be enrolled for coverage until the annual open enrollment period or until the employee experiences a qualifying event.**
- **Guardianship:** Children under the legal guardianship of the employee are eligible to be enrolled for coverage on the date the guardianship is awarded by the court. A copy of the “court ordered custody documents” is required before the child will be added to the coverage as a dependent of the employee. An employee must submit an enrollment request within 90 days of the date the guardianship is awarded to the employee by the court. Coverage will commence on the first day of the month following the court awarded guardianship and receipt of a timely request for enrollment. **If a request for enrollment is not received within 90 days of the date the guardianship is awarded by the court the child is not eligible to be enrolled for coverage until the annual open enrollment period or until the employee experiences a qualifying event.**

V. ANNUAL OPEN ENROLLMENT PERIOD

CVT's annual open enrollment is the month of September. A district, however, can apply any month for open enrollment, as long as the open enrollment ends by September 30. Any changes made during the annual open enrollment will be effective October 1. During open enrollment:

- A full time or part time employee may elect to change his or her plan selection(s) and participate in a different plan offered by the group.
- A full time or part time employee may terminate or add eligible dependents to any line of coverage that the employee is enrolled in.
- A part time employee may terminate or add any line of coverage offered by the group.

Plan Selection or Coverage Changes

Plan selection changes by a full time or part time employee or adding or terminating coverage of a part time employee or the eligible dependent(s) of a full time or part time employee, **will not be allowed at any other time than the annual open enrollment period unless:** 1) an open enrollment period is requested by the district due to the completion of negotiations, or 2) an employee experiences a qualifying event listed below:

- A marriage
- A divorce
- The birth of a child
- The adoption of a child
- Court ordered guardianship of a minor child
- The requirements of domestic partnership are met
- Dissolution of domestic partnership
- 25% increase in the employer/employee contribution to the benefit package
- Involuntary termination of a plan covering the employee or employee's dependent
- A change in the employee's employment status
- A change in an employee's dependent's employment status when the employee's dependent is covered
- The cessation of an employer's contribution toward an employee's or employee's dependent's coverage
- Acquiring coverage
- Gaining Medicare
- Death of subscriber or covered spouse

Written application for additions, terminations, and coverage changes must be made within 31 days of the qualifying event. If application is not made within 31 days, an employee will have to wait until the next annual open enrollment period or another qualifying event is experienced to make any changes. Additions, terminations, or coverage changes will be effective on the first day of the month following the qualifying event date. **Documentation is required for any of the above.**

VI. TIMELINESS OF DISTRICT NOTIFICATION

New Enrollment: A district that establishes, to the satisfaction of CVT, that the failure to enroll a newly eligible employee within 31 days of initially becoming eligible to enroll was due to a **verifiable clerical error** made by the district, may enroll the individual retroactively to the first day of eligibility, provided the clerical error is reported to CVT within 60 days of the first day of eligibility.

Terminations: A district that fails to timely inform CVT of an employee's termination and ineligibility for coverage may retroactively terminate the employee current month, plus 60 days, and will be responsible for payment of premiums beyond that time. However, if claims have been incurred during the erroneous coverage period, the employee will be responsible for any amounts paid.

Plan Changes: A district that establishes, to the satisfaction of CVT, that the failure to report plan adjustments (dependent and/or plan changes) for an employee within 31 days of the event (open enrollment or a qualifying event) was due to a verifiable clerical error made by the district, may submit the plan adjustment retroactively to the effective date of the event, provided the clerical error is reported to CVT within 60 days of the event. If the retroactive adjustment impacts claims the employee will be responsible for any amounts paid incorrectly. If the retroactive adjustment is not reported to CVT within 60 days of the event, the employee will have to wait until the next annual open enrollment period or another qualifying event is experienced to make the change.

VII. COURT-ORDERED COVERAGE

An eligible participant's child (under the age of 26) that is the subject of a health insurance coverage assignment order under Family Code Section 3761 or a child support order under Welfare and Institutions Code Section 14124.93, will be eligible for enrollment on the day the court order is issued. Enrollment must be requested within 31 days of the issuance of the court order or enrollment will be prohibited until the annual open enrollment period or until the employee experiences a qualifying event. If a request for enrollment is received within 31 days of first becoming eligible, coverage will begin on the first day of the month following receipt of the request for enrollment. **Documentation is required.**

A court order which directs the employee to maintain health coverage for a dependent child would not accelerate the enrollment of that dependent child prior to the date that the employee and/or the dependent child is eligible. The employee must be eligible and enrolled in the health coverage for the dependent child to be eligible and enrolled for coverage.

VIII. CONTINUATION OF ELIGIBILITY

Employees continue to be eligible for coverage as long as they remain employed in a group that participates in CVT and meet the eligibility requirements.

A. LEAVE OF ABSENCE

Employees on an approved leave of absence are eligible to continue coverage for a maximum of two years, provided there is no break in coverage and the monthly contribution is paid in a timely manner.

B. DISABLED EMPLOYEES

An employee who becomes totally and permanently disabled and qualifies for a disability retirement benefit under PERS or STRS will, upon termination of District-Paid benefits, be allowed to continue coverage under COBRA or as a Self-Paid Retiree, under CVT's Self-Paid Retiree Guidelines. The disabled employee is required to enroll directly with CVT and there must not be a lapse in coverage. **Documentation is required.**

IX. ENROLLMENT AFTER VOLUNTARY WITHDRAWAL

A. LEAVE OF ABSENCE

A full time employee on an approved leave of absence that does not include continued coverage by their District and who does not continue coverage at his or her own expense may, when they return to active status, apply for coverage as a new employee. They will be eligible to enroll on the first day in which they return to active employee status. Coverage will begin on the first day of the month following the first day of performance of services for the district as an active employee. A new enrollment form is required to be completed.

X. TERMINATION OF ELIGIBILITY

Eligibility in CVT will be terminated for any of the following reasons or circumstances:

A. GROUPS

The eligibility of an employee and his or her dependent(s) will terminate on the last day of the month in which the group to which they belong withdraws from CVT. Coverage for all District-Paid or Self-Paid Retirees and their dependents, and all COBRA participants and their dependents will also terminate on the last day of the month in which the active group with which they are associated withdraws from CVT.

B. INDIVIDUAL EMPLOYEES

The eligibility of an employee will terminate on the last day of the month in which the employee ceases to meet the definition of an employee. **Notification in a timely manner of all terminations of employment is the responsibility of the district.**

Benefits for a terminated employee may not be continued beyond the period provided in a collective bargaining agreement. A district cannot make any settlement with an employee that extends eligibility beyond that provided for under COBRA.

C. DEPENDENT OF EMPLOYEE

The eligibility and/or coverage of a dependent of an employee terminates on the last day of the month in which one of the following events occurs:

- The group to which the dependent belongs withdraws from CVT.
- The employee under whom the dependent is eligible terminates coverage.
- The employee's eligibility under which the dependent is eligible terminates.

- The employee dies, unless extended coverage for dependents is provided for in the collective bargaining agreement or district board policy and the district pays all or part of the contribution. **Documentation is required.**
- A spouse's eligibility terminates as of the end of the month of the final divorce decree. **Documentation is required.**
- A domestic partner's eligibility terminates as of the end of the month of the termination of the domestic partnership. **Documentation is required.**
- The date of expiration of a court awarded guardianship or upon the 18th birthday of the minor child, whichever comes first.
- The 26th birthday of an eligible overage dependent who does not qualify as a permanently disabled child.

The eligibility and coverage of all employees, District-Paid Retirees, Self-Paid Retirees, COBRA participants and all dependents will terminate as of the date CVT is dissolved by its Board of Trustees.

XI. COBRA EXTENSION

Covered employees and covered dependents, excluding domestic partners and the dependents of a domestic partner, whose eligibility in CVT is terminated may be eligible for continuation of coverage as a COBRA participant.

A domestic partner and the child(ren) of a domestic partner are not entitled to COBRA continuation coverage under federal law and therefore are not entitled to COBRA continuation coverage with CVT, in the event of the termination of the domestic partnership.

If a former eligible employee elects COBRA coverage for herself or himself because of a loss of coverage due to termination of employment, layoff, or reduction in hours, the employee may elect to continue the same coverage for his or her domestic partner and any child(ren) of his or her domestic partner. This coverage is not to be construed as COBRA coverage for the domestic partner and the child(ren) of a domestic partner. Coverage for the domestic partner and the child(ren) of a domestic partner may only be continued for as long as the eligible employee purchases COBRA coverage for himself or herself.

In the event of the death of a covered employee, his or her spouse or domestic partner and other covered dependents may elect to continue coverage for not more than 36 months by paying the appropriate premium as established by the Trust and subject to other terms and conditions as may be determined by CVT.

Any eligibility, contribution or procedural issue not covered by this policy is at the sole discretion of the Board of Trustees of CVT. In addition, the Board of Trustees of CVT reserves the right to change eligibility, contributions, and procedures as it deems necessary. No provision in any collective bargaining agreement or district board policy that varies from the terms of these eligibility rules shall be effective unless such provisions are approved in writing by the Trustees of CVT.

DEFINITIONS

ACA Benefit Eligible Employee: Employees designated as full time by the Affordable Care Act (ACA)

Annual Open Enrollment Period. The month of September, or the period defined by the district, so long as it ends by September 30. The time during which changes can be made to plan selections and part time employees and the dependents of full and part time employees can be added to or terminated from certain coverage.

Board Member. A member of the Board of Trustees of a school district participating in CVT.

Child.

Adopted. A child who is the subject of legal proceedings which will culminate in a superior court "Decree of Adoption" or a child who is the legally adopted child of the employee.

Disabled. A natural, adopted, or step child who is incapable of self-sustaining employment by reason of diagnosed mental or physical handicap. The disability must be certified by a California licensed physician.

Natural. A child born to an employee or a child legally recognized at birth as being the child of an employee.

Step. A child who is the natural child or the legally adopted child of the spouse or domestic partner of an employee and who either resides in the employee's household or is the subject of a divorce decree making the spouse of the employee responsible for providing health coverage for the child.

CVT. California's Valued Trust

District. A public school district, a bargaining unit of a school district, a non-bargaining unit of a school district, or a public agency established for the sole purpose of providing educational support services.

District Board Policy. A written rule adopted by the board of trustees of a school district applicable to all non-bargaining unit employees and/or bargaining unit employees of the district.

Domestic Partner. A dependent of an eligible employee who is registered by the State of California as a Domestic Partner.

Employee. An employee is any person who receives some form of consideration for services rendered on a regular basis to a district. Occasional substitutes, consultants, vendors, and volunteers are not considered employees unless they receive the same benefits as a regular employee and are classified as such by a collective bargaining agreement or a district board policy or a district board approved employment contract.

The eligibility and conditions for participation by less than full time employees shall be specified in a group's Participation Agreement. Active trustees are considered to be part time employees with the same rights and restrictions as bargaining unit members and non-bargaining unit members of the same district.

Bargaining unit members and non-bargaining unit members on a approved paid or unpaid leave of absence, not to exceed two years, are considered to be employees and may continue coverage provided contributions continue and there is no break in coverage.

Group. A bargaining unit, a non-bargaining unit, management/confidential employees, a superintendent, or active trustees of a district participating in CVT pursuant to a Participation Agreement.

Guardianship. A child who is the subject of legal proceedings which will culminate in “Court Ordered Legal Guardianship”.

Proof of Eligibility. Documents, that may include but are not limited to those listed below, used to review and verify the eligibility of an employee and his or her dependent(s). CVT reserves the right to require such documents when deemed necessary and to review and verify their accuracy.

Adopted Child: Copy of Superior Court “Decree of Adoption”

Adoption Placement: Copy of adoption agency placement agreement or, in the case of a private placement, copy of the court “Petition for Adoption”

Birth: Copy of Birth Certificate

Death: Copy of Death Certificate

Disability: Disability Certification

Divorce: Copy of final Decree of Dissolution of Marriage

Guardianship: Copy of Court Ordered Legal Guardianship

Loss of Other Health Insurance Coverage: Verification from the employer providing proof of loss of other health insurance and/or verification from the insurance administrator

Marriage: Copy of Marriage License

Medicare Enrollment Status: Copy of Medicare Card

Termination: Termination Notice or Letter of Resignation

Spouse. The husband or wife of an employee under a legally valid existing marriage.

Trustees. The Board of Trustees of CVT.

**APPENDIX F
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP**

I. DECLARATION

We, _____ and _____
(employee print name) (domestic partner print name)
each certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about ____/____/____.
2. We are each eighteen (18) years of age or older.
3. We are mentally competent to consent to contract.
4. We have an intimate, committed relationship of mutual caring and support.
5. We are each other's sole domestic partner, and we intend to remain so indefinitely.
6. Neither of us is married to or legally separated from anyone else.
7. Neither of us has had another domestic partner within the prior twelve (12) months.
8. We are not related by blood to a degree of closeness that would prohibit legal marriage under California Law.
9. We cohabit and reside together in the same residence and intend to do so indefinitely.
10. We reside together at _____

(address, city, zip of above names employee and domestic partner)

11. We are jointly responsible for the common welfare and financial obligations of each other which are incurred during the domestic partnership.
12. We currently possess the following [check all that apply; at least two must be checked]:
 - _____ A joint real estate mortgage, lease or deed (either as tenants in common or joint tenants with right of survivorship).
 - _____ A current beneficiary designation naming the employee's domestic partner as a primary beneficiary of the employee's life insurance or retirement plan benefits payable at death.
 - _____ A current will naming the employee's domestic partner as a primary beneficiary of the employee's estate.
 - _____ A durable power of attorney for property and health care executed by the employee in favor of the domestic partner.
 - _____ Joint ownership of a motor vehicle or a joint checking or joint credit account.

III. CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify the Livermore Valley Joint Unified School District by filing a Statement of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Affidavit that would terminate this Affidavit (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the Livermore Valley Joint Unified School District within thirty-one (31) days of such change.
2. We understand that termination of this coverage (obtained as a result of completion of this Affidavit) will be effective on the date the relationship ends as indicated on the Statement of Termination of Domestic Partnership, providing coverage has not otherwise been terminated due to standard insurance policy provisions.

VI. ACKNOWLEDGMENTS

1. We understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partner.
2. We understand and agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the desires of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his/her benefits have been terminated and it shall be the sole responsibility of the employee to make such notification to the non-employee domestic partner. Furthermore, if the employee is terminated, released, or resigns the domestic partnership benefits shall terminate when district paid employee benefits terminate.
3. We understand that a civil action may be brought against one or both of us for any losses or claims (as well as attorney's fees and costs) due to any false statement contained in this Affidavit or for failure to notify the Livermore Valley Joint Unified School District, of changed circumstances as required in Section III above. I, the undersigned employee, further understand that falsification of information in this Affidavit or failure to notify the Livermore Valley Joint Unified School District of changes circumstances pursuant to Section III above, may lead to disciplinary action against me, including discharge from employment.
4. We have provided the information in this Affidavit for use by the Livermore Valley Joint Unified School District for the sole purpose of determining our eligibility for certain domestic partner benefits. We acknowledge that the District may require supportive documentation concerning any or all eligibility criteria. We understand and agree the Livermore Valley Joint Unified School District is not legally required to extend any such benefits. We understand that this information provided in this Affidavit will be treated as confidential by the Livermore Valley Joint Unified School District but will be subject to disclosure; a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
5. We understand that this Affidavit may have legal implications under California law which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. We understand this agreement may also have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit we should seek competent legal and/or tax advice concerning such matters.
6. We specifically agree that if any taxing authority determines taxes, penalties, or interest to be due or owing with respect to any benefits provided, that we are solely responsible for the payment of such taxes. We agree to indemnify and hold harmless the District in the event any such taxing authority alleges that the Livermore Valley Joint Unified School District should pay any such taxes, penalties or interest.
7. We understand the non-employee partner does not have the right to continuing coverage under the federal law under COBRA or under any state law.
8. We each individually indemnify and hold the district harmless from any legal action or claim pursued by any other person related to the provision of domestic partnership coverage.

We affirm, under penalty of perjury, under the laws of the State of California, that the statements in this Affidavit are true and correct.

Employee signature

D.O.B.

Date

Domestic Partner signature

D.O.B.

Date

**APPENDIX G
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP**

I, _____ certify and declare that:
(employee print name)

_____ and I are no longer domestic partners as of
(former domestic partner print name)

_____. I understand that coverage for this individual will terminate on this date.
(date)

1. I make and file this Statement of Termination in order to cancel the Affidavit of Domestic Partnership
filed by me with the Livermore Valley Joint Unified School District on _____

2. Termination of the Affidavit of Domestic Partnership is due to:

_____ Termination of domestic partnership

_____ Change of residence

_____ Marriage to another person

_____ No longer jointly responsible for each other's common welfare and living expenses

_____ Death of domestic partner

3. In the event that termination of this relationship is not due to the death of my domestic partner, I will mail my former domestic partner a copy of this notice at:

(former domestic partner new address)

I understand that another Affidavit of Domestic Partnership cannot be filed until one (1) year from the date the relationship ends (as indicated above).

I affirm, under penalty of perjury, under the laws of the State of California, that the above statements are true and correct.

Signature of employee

Date

APPENDIX H EMPLOYEE REQUEST FOR LEAVE



LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT CLASSIFIED/LMA/CM/C EMPLOYEE REQUEST FOR LEAVE

685 East Jack London Blvd.
Livermore, CA 94551
(925) 606-3291

Before completing this request form, it is the employee's responsibility to refer to the appropriate bargaining unit agreement, communicate your absence to your program manager, and to report the absence into the Absence Management system.

<http://www.aesonline.com> OR Call Toll Free: 1-800-942-3767

Name: _____	Location: _____
Confirmation Number: _____	Date(s) of Absence(s): _____ Whole Days: _____ Half Days: _____ Hours: _____
Type of leave being requested: _____	
<input type="checkbox"/> Personal Leave Must be submitted and approved at least 2 days in advance of leave (whole hour increments).	<input type="checkbox"/> Family/Medical Leave (FMLA Notice) Indicate your relationship: _____
<input type="checkbox"/> Personal Necessity Must be submitted and approved at least 2 days in advance of leave. Max of seven days may be used per school year (whole hour increments).	<input type="checkbox"/> Union Leave (select one from below) <input type="checkbox"/> ADA Accommodation <input type="checkbox"/> Collaboration <input type="checkbox"/> Negotiations <input type="checkbox"/> Other (describe): _____ Meeting Time: _____ to _____
<input type="checkbox"/> Vacation Leave	<input type="checkbox"/> Educational Leave
<input type="checkbox"/> Jury Duty Send the summons documentation to HR. Pay received for jury duty must be submitted to HR.	<input type="checkbox"/> Discretionary Leave
<input type="checkbox"/> Bereavement Leave Indicate your relationship: _____	<input type="checkbox"/> Political Leave
<input type="checkbox"/> Pregnancy Leave (FMLA Notice) During pregnancy leave, you may utilize your sick leave balance. After sick leave balance has been exhausted, you will receive differential pay. Please call Human Resources at 606-3291 for an appointment prior to submitting this form for approval.	
<input type="checkbox"/> Child Rearing Leave: Please call Human Resources at 606-3291 for an appointment prior to submitting this form for approval. Birth/Adoption Date: _____	
<input type="checkbox"/> Voluntary Leave of Absence without pay/under 30 Calendar Days _____% (Program Manager Approval Required in Advance) I understand that I cannot accept employment elsewhere while on leave from the District.	
<input type="checkbox"/> Voluntary Leave of Absence without pay/over 30 Calendar Days _____% (Board Approval Required in Advance) I understand that I cannot accept employment elsewhere while on leave from the District.	
Comments: _____	

Employee Signature: _____ Date: _____

Site Administrator Signature: _____ Date: _____

Program Manager Signature: _____ Date: _____

Site Administrator and Program Manager Signature required for Maintenance and Child Nutrition staff.

OFFICE OF HUMAN RESOURCES USE ONLY

Date to Board	Human Resource Administrator	Date
Personal Leave Hours Remaining: _____ Personal Necessity Hours Remaining: _____ Vacation Hours Remaining: _____		Verified in Absence Mgmt: _____

Rev 12/2020

APPENDIX I **CLASSIFIED EMPLOYEE EVALUATION FORM**

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION **Livermore Valley Joint Unified School District**

(New form to be completed for each Conference)

EMPLOYEE: _____ CLASSIFICATION: _____

SUPERVISOR: _____ SITE/DEPT: _____

EVALUATION PERIOD (Select one only and list date):

PRE-EVALUATION CONFERENCE _____ (To be held prior to October 15)

MID-YEAR CONFERENCE _____ (To be held prior to February 15)

FINAL EVALUATION CONFERENCE _____ (To be held between April and July)

EMPLOYEE STATUS (Circle): Probationary / Permanent

PERFORMANCE RATINGS: Circle the phrase that most closely describes the employee's performance over the period covered by this evaluation. Evaluators are encouraged to provide relevant comments so that employees may receive specific feedback. Comments are required if performance is rated 3 or 4. *Expectations should be discussed and comments noted for Pre-evaluation Conference.*

I. WORK QUALITY

A. NEATNESS OF WORK	B. ACCURACY	C. JOB REQUIREMENTS
1. Work is always presentable	1. Work is accurate with few errors	1. Tasks performed meet job requirements
2. Work is mostly presentable	2. Work is mostly accurate with minimal errors	2. Tasks performed mostly meet job requirements
3. Work is sometimes presentable	3. Work is sometimes accurate with some errors	3. Tasks performed sometimes meet job requirements
4. Work is seldom presentable	4. Work is seldom accurate with numerous errors	4. Tasks performed seldom meet job requirements

COMMENTS (Required if rating is #3 or #4):

2. JOB KNOWLEDGE AND SKILLS

A. UNDERSTANDING 1. Job duties are understood 2. Job duties are mostly understood 3. Job duties are sometimes understood 4. Job duties are seldom understood	B. METHODS 1. Methods are effective and efficient 2. Methods are mostly effective and efficient 3. Methods are sometimes effective and efficient 4. Methods are seldom effective and efficient	C. SKILLS 1. Skills are satisfactory 2. Skills are mostly satisfactory 3. Skills are sometimes satisfactory 4. Skills are seldom satisfactory
COMMENTS (Required if rating is #3 or #4): 		

3. WORK CHARACTERISTICS

A. INITIATIVE AND PROBLEM-SOLVING 1. Identifies needs and resolves issues independently 2. Mostly identifies needs and resolves issues with minimal supervision 3. Sometimes identifies needs and resolves issues with some supervision 4. Seldom identifies needs and resolves issues with supervision	B. PRIORITIZING 1. Prioritizes work to meet changing demands 2. Mostly prioritizes work to meet changing demands 3. Sometimes prioritizes work to meet changing demands 4. Seldom prioritizes work to meet changing demands
COMMENTS (Required if rating is #3 or #4): 	

4. DEPENDABILITY

A. SUPERVISION <ol style="list-style-type: none"> 1. Completes assignments without supervision 2. Mostly completes assignments without supervision 3. Sometimes completes assignments without supervision 4. Seldom completes assignments without supervision 	B. FOLLOWING VERBAL AND WRITTEN INSTRUCTIONS <ol style="list-style-type: none"> 1. Follows instructions accurately 2. Mostly follows instructions accurately 3. Sometimes follows instructions accurately 4. Seldom follows instructions accurately
--	--

COMMENTS (Required if rating is #3 or #4):

5. WORK RELATIONSHIPS

A. COURTESY AND PROFESSIONALISM <ol style="list-style-type: none"> 1. Courtesy and professionalism are demonstrated 2. Courtesy and professionalism are mostly demonstrated 3. Courtesy and professionalism are sometimes demonstrated 4. Courtesy and professionalism are seldom demonstrated 	B. CONFIDENTIALITY <ol style="list-style-type: none"> 1. Confidentiality is maintained 2. Confidentiality is mostly maintained 3. Confidentiality is sometimes maintained 4. Confidentiality is seldom maintained 	C. VERBAL AND WRITTEN COMMUNICATIONS <ol style="list-style-type: none"> 1. Communications are clear and effective 2. Communications are mostly clear and effective 3. Communications are sometimes clear and effective 4. Communications are seldom clear and effective
---	--	--

COMMENTS (Required if rating is #3 or #4):

6. ATTENDANCE AND PUNCTUALITY

A. ATTENDANCE 1. Attendance is exemplary 2. Attendance is satisfactory 3. Attendance is unsatisfactory	B. PUNCTUALITY 1. Employee reports to work on time 2. Employee mostly reports to work on time 3. Employee frequently reports to work late
--	---

COMMENTS (Required if rating is #3):

SUPERVISOR'S REVIEW AND COMMENTS (To be completed during Conference.)

CIRCLE ONE: Exceeding Expectations Meeting Expectations Working Towards Expectations Unsatisfactory

EMPLOYEE'S RESPONSE (To be completed during or following Conference.)

Evaluation Cycle: ☐ 1 Year ☐ 2 Year Next Evaluation/Review/Goal-Setting Conference Date: _____

SUPERVISOR'S SIGNATURE: _____ DATE: _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

Note: Employee's signature represents acknowledgement of Conference evaluation only and does not indicate agreement.

APPENDIX J
REQUEST FOR COURSEWORK APPROVAL FORM

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

REQUEST FOR APPROVAL OF COURSEWORK OR OTHER ACTIVITIES
FOR THE CLASSIFIED PROFESSIONAL GROWTH INCREMENT

Employee: _____ Job Class: _____
Date: _____ Hire Date: _____
(Month & Year)

You should request approval for all coursework or activities IN ADVANCE to assure that you will receive credit. Request approval as follows:

1. Fill in the information requested in each of the four columns on the form below.
2. Attach the description of the course or the activity from the college or sponsoring organization.
3. Submit the form with the description attached to your Program Manager.
4. A copy of the form will be returned to you when a decision has been made regarding your request.

When the course or activity is over, you must submit a copy of your report card, transcript, or other proof of satisfactory completion to the Human Resources Office.

Credit can only be given when attended on non-school time and at no cost to the district. (B.P. 4131)

College or sponsoring institution	Date all work is completed	Title of each course or activity for which approval is requested	Units of credit (1 per 15 hours of instruction)

Approved by: _____
Program Manager

Human Resources

Distribution: Original: Human Resources
2nd copy: Program Manager
3rd Copy: Employee

803635.1

APPENDIX K
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
CATASTROPHIC REQUEST FOR LEAVE APPLICATION

CSEA
CATASTROPHIC REQUEST FOR LEAVE

Guidelines:

ARTICLE 11: LEAVES:

- 11.14.3. The employee who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District Superintendent. Participants shall be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absences from work.
- 11.14.3.3 The employee must exhaust all his or her paid sick leave and vacation leave prior to receiving catastrophic leave. Thirty (30) days of catastrophic leave shall be available prior to the commencement of differential pay.
- 11.14.3.6 An employee who receives paid sick leave and/or vacation leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section. Employees are only entitled to catastrophic leave when eligible leave credits have been donated to the Catastrophic Leave Bank.

I certify that my request for _____ number of days for catastrophic leave falls within the guidelines stated above from the collective bargaining agreement between California School Employees Association, Livermore Chapter #334 and The Livermore Valley Joint Unified School District.

(Print Full Name) (Date)

(Site) (Job Title)

Human Resources Use Only:

Medical Verification Received _____ Date employee exhausted all paid leave _____

Number of days requested _____ Anticipated return to work date _____

Date sent to CSEA Committee _____ Number of days CSEA Committee approved for leave request _____

CSEA Panel Use Only:

CSEA Committee Representative Signature Date

CSEA Committee Representative Signature Date

CSEA Committee Representative Signature Date

Cc: Personnel File
Employee
Executive Director of Human Resources

**APPENDIX L
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
CATASTROPHIC LEAVE BANK VOLUNTARY CONTRIBUTION FORM**

**CSEA MEMBER
CATASTROPHIC LEAVE BANK VOLUNTARY CONTRIBUTION HOURS**

Guidelines:

ARTICLE 11: LEAVES

- 11.14.2 "Eligible Leave Credits" means vacation leave and sick leave accrued to the donating employee.
- 11.14.3.4 No employee may donate sick leave credits unless he or she has a minimum of fifteen days of accumulated leave credits and may donate only days in excess of fifteen days.
- 11.14.3.5 All transfer of sick leave credit shall be in the donating individual's work day increments. All transfer of sick leave credit is irrevocable.

I hereby authorize the district to deduct _____ full day(s) of sick leave or _____ full day(s) of vacation from my current leave balance and contribute those days to the CSEA Catastrophic Leave Bank according to the agreement between California School Employees Association, Livermore Chapter #334 and the Livermore Valley Joint Unified School District.

(Print Full Name)

(Date)

(Site)

(Job Title)

Human Resources Use Only:

Donation days transferred _____ Catastrophic Leave Tracking Updated on _____

Date confirmation letter mailed to donor _____

Sr. HR Analyst Signature

Date

Cc: Personnel File
Executive Director of Human Resources

APPENDIX M CSEA MONTHLY CALENDAR AND WORK DAYS

Monthly Calendar	Work Days	Classification
10 Month*	194 Days	Campus Supervisor - High School
10 Month*	194 Days	Child Welfare and Attendance Aides
10 Month*	194 Days	Instructional Assistant
10 Month*	194 Days	Instructional Specialist and PE Specialist
10 Month*	194 Days	Instructional Specialist Comp Lab
10 Month*	194 Days	Intervention Specialists
10 Month*	194 Days	Paraeducator
10 Month*	194 Days	Pre-School Program Instructor
10 Month*	194 Days	Registered Behavior Technician
10 Month*	204 Days	Child Welfare and Attendance Specialist
10 Month*	204 Days	Health Technician
10 Month*	204 Days	Library Media Specialist- Elem., Middle, Alt.
10 Month*	218 Days	Career Technician
10 Month*	218 Days	Migrant Education - Community Liaison
10 Month*	218 Days	Migrant Education - Outreach/Recruiter
10 Month*	218 Days	Office Specialist
11 Month**	239 Days	Administrative Secretary - District
11 Month**	239 Days	Administrative Secretary - Elem, Middle & High
11 Month**	239 Days	Executive Assistant to Principal @ Elem, Middle, Delvalle, Vineyard
11 Month**	239 Days	IT Technician
11 Month**	239 Days	Library Media Specialists - LHS, GHS
11 Month**	239 Days	Office Specialist - High School
11 Month**	239 Days	Senior Program Assistant
12 Month***	260 Days	Accounting Analyst
12 Month***	260 Days	Accounting Specialist
12 Month***	260 Days	Admin Secretary District
12 Month***	260 Days	Admin Secretary School
12 Month***	260 Days	Assessment Technician
12 Month***	260 Days	Benefit/Leave Specialist
12 Month***	260 Days	Bookkeeper
12 Month***	260 Days	Data & Assessment Specialist - Curriculum
12 Month***	260 Days	Data Specialist - IT
12 Month***	260 Days	Data Specialist - Special Ed
12 Month***	260 Days	District Receptionist
12 Month***	260 Days	Executive Assistant - District
12 Month***	260 Days	Executive Assistant to Principal - High School (GHS and LHS only)
12 Month***	260 Days	Facilities Technician
12 Month***	260 Days	Human Resources Specialist
12 Month***	260 Days	IT Administrative Assistant
12 Month***	260 Days	IT Specialist
12 Month***	260 Days	Network Technician
12 Month***	260 Days	Payroll Specialist
12 Month***	260 Days	Property Control Technician
12 Month***	260 Days	Registrar - High School
12 Month***	260 Days	Senior Office Specialist - District
12 Month***	260 Days	Senior Program Assistant
12 Month***	260 Days	Speech & Lang Pathologist Assistant
12 Month***	260 Days	Transportation Specialist

* includes 14 paid holidays

** includes 15 paid holidays

*** includes 16 paid holidays

X03635.1

May 2022

APPENDIX N
Livermore Valley Joint USD
CSEA & LVJUSD Classification Review Committee
Reclassification Request Form

Section A Completed by Employee
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Employee Name: _____ **Date:** _____

Current Job Classification: _____

Current Salary Range: _____

Proposed Classification: _____

Proposed Salary Range: _____

Date of Reclassification Workshop Attended: _____

<p>Were significantly new job duties permanently added to your job over an extended amount of time? (Article 14.3.1) This does not refer to workload increases where there has been an increase in the amount/volume of work but the job duties have remained the same. (Article 14.3.4)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>If yes, describe the new/additional duties in detail. Also include how long you have been performing the new/additional duties.</p>
<p>Are new job duties more appropriately fitting with those of a higher classification? (Article 14.3.1)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<p>If yes, which classification?</p>
<p>Were new or increased duties assigned by your supervisor or with their knowledge or approval? (Article 14.3.3)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Provide any additional information relevant to your reclassification request and attach any supporting documents.

Employee Signature: _____ Date: _____

Section B
Completed by Classification Review Committee

Reclassification Criteria		Notes
Were significantly new job duties permanently added to the job over an extended amount of time? (Article 14.3.1)	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	
Are new job duties more appropriately fitting with those of a higher classification? (Article 14.3.1)	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	
Were new or increased duties assumed by the employee without the supervisor's knowledge or approval? (Article 14.3.3)	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	
Has there <u>only</u> been a workload increase? Meaning there has been an increase in the amount/volume of work but the job duties have remained the same. (Article 14.3.4)	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No	

Classification Review Committee Recommendation

Upon considering available information, the Committee will render a recommendation to the Superintendent. The employee will be notified of the recommendation within ten (10) working days. (Article 14.4.5)

Recommend Reclassification to Superintendent: ☐ **Yes** ☐ **No**

Reclassify to new classification of: _____

Range Placement Change: ☐ **Yes** ☐ **No**

Changes in Job Description: ☐ **Yes** ☐ **No**

Job title Change: ☐ **Yes** ☐ **No**

Creation of New Classification or Range: ☐ **Yes** ☐ **No**

Rationale:

SUMMARY:

Recommend Reclassification to Superintendent: ☐ **Yes** ☐ **No**

Employee Proposed Salary Range: _____

Committee Proposed Salary Range: _____

Date Recommended: _____

Date submitted to Superintendent: _____

☐ **Approved** ☐ **Not approved**

Superintendent's Signature: _____