



ANNUAL NOTIFICATION

Table of Contents

(Click to jump directly to the policy and regulation)

- **Sexual Harassment (4119.11, 4219.11, 4319.11)**
[Board Policy](#) / [Administrative Regulation](#)
- **Drug and Alcohol-Free Workplace (4020)**
[Board Policy](#)
- **Nondiscrimination in Employment (4030)**
[Board Policy](#) / [Administrative Regulation](#)
- **Nondiscrimination/Harassment (5145.3)**
[Board Policy](#) / [Administrative Regulation](#)
- **Employee Use of Technology (4040)**
[Board Policy](#)
- **Uniform Complaint Procedures (1312.3)**
[Board Policy](#) / [Administrative Regulation](#)
- **Child Abuse Prevention and Reporting (5141.4)**
[Board Policy](#) / [Administrative Regulation](#)
- **Tobacco-Free Schools (3513.3)**
[Board Policy](#) / [Administrative Regulation](#)
- **Universal Precautions (4119.43, 4219.43, 4319.43)**
[Board Policy](#) / [Administrative Regulation](#)
- **Exposure Control Plan For Bloodborne Pathogens (4219.42, 4219.42, 4319.42)**
[Board Policy](#) / [Administrative Regulation](#)

Per collective bargaining agreement between the District CSEA, the following are applicable:

- **Electronic Surveillance Policy (3515)**
[Board Policy](#) / [Administrative Regulation](#)
- **Reasonable Suspicion Testing**
[Collective Bargaining Agreement](#)



Book	Policies and Regulations
Section	4000: Personnel
Title	SEXUAL HARASSMENT
Code	4119.11, 4219.11, 4319.11 BP
Status	Active
Adopted	February 2, 2017

The Governing Board prohibits sexual harassment of district employees and job applicants. The Board also prohibits retaliatory behavior or action against district employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

Any district employee or job applicant who feels that he/she has been sexually harassed or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to his/her supervisor, the principal, district administrator or Superintendent.

A supervisor, principal or other district administrator who receives a harassment complaint shall promptly notify the Superintendent or designee.

Complaints of sexual harassment shall be filed in accordance with AR 4030 - Nondiscrimination in Employment. An employee may bypass his/her supervisor in filing a complaint where the supervisor is the subject of the complaint.

Any district employee who engages or participates in sexual harassment or who aids, abets, incites, compels, or coerces another to commit sexual harassment against a district employee, job applicant, or student is in violation of this policy and is subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to staff

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Ensuring prompt, thorough, and fair investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or to take other subsequent necessary actions. (5 CCR 4964)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11021 Retaliation

11023 Sexual harassment training and education

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

CODE OF FEDERAL REGULATIONS, TITLE 34

106.9 Dissemination of policy

COURT DECISIONS

Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026

Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275

Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257

Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989

Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998

Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57



Book	Policies and Regulations
Section	4000: Personnel
Title	SEXUAL HARASSMENT
Code	4119.11, 4219.11, 4319.11 AR
Status	Active
Adopted	February 2, 2017

Definitions

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the work or educational setting when: (Education Code 212.5; Government Code 12940; 5 CCR 4916)

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of such conduct by the individual is used as the basis for an employment decision affecting him/her.
3. The conduct has the purpose or effect of having a negative impact upon the individual's work or has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Regardless of whether or not the alleged harasser was motivated by sexual desire, the conduct is sufficiently severe, persistent, pervasive, or objectively offensive as to create a hostile or abusive working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
4. Submission to or rejection of the conduct by the other individual is used as the basis for any decision affecting him/her regarding benefits, services, honors, programs, or activities available at or through the district.

Other examples of actions that might constitute sexual harassment, whether committed by a supervisor, a co-worker, or a non-employee, in the work or educational setting include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; displaying sexually suggestive objects
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements

Training

The Superintendent or designee shall ensure that all employees receive training regarding the district's sexual harassment policies when hired and periodically thereafter. Such training shall include the procedures for reporting and/or filing complaints involving an employee, employees' duty to use the district's complaint procedures, and employee obligations when a sexual harassment report involving a student is made to the employee.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 5145.7 - Sexual Harassment)

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours of classroom or other effective interactive training and education regarding sexual harassment. All such newly hired or promoted employees shall receive training within six months of their assumption of the new position. (Government Code 12950.1)

A *supervisory employee* is any employee with the authority to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or to effectively recommend such action.

The district's sexual harassment training and education program for supervisory employees shall include the provision of: (Government Code 12950.1; 2 CCR 11023)

1. Information and practical guidance regarding federal and state laws on the prohibition against and the prevention and correction of sexual harassment, and the remedies available to the victims of sexual harassment in employment
2. Practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation
3. A component on the prevention of abusive conduct that addresses the use of derogatory remarks, insults, or epithets, other verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, and the gratuitous sabotage or undermining of a person's work performance
4. A copy of the district's sexual harassment policy and administrative regulation, which each participant shall acknowledge in writing that he/she has received
5. All other contents of mandated training specified in 2 CCR 11023

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11023)

Notifications

A copy of the Board policy and this administrative regulation shall: (Education Code 231.5)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year or whenever a new employee is hired

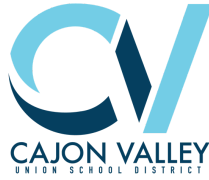
(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct

All employees shall receive either a copy of information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or a copy of district information sheets that contain, at a minimum, components on: (Government Code 12950)

1. The illegality of sexual harassment
2. The definition of sexual harassment under applicable state and federal law
3. A description of sexual harassment, with examples
4. The district's complaint process available to the employee
5. The legal remedies and complaint process available through DFEH and the Equal Employment Opportunity Commission (EEOC)
6. Directions on how to contact DFEH and the EEOC
7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC

In addition, the district shall post, in a prominent and accessible location, DFEH's poster on discrimination in employment and the illegality of sexual harassment. (Government Code 12950)



Book	Policies and Regulations
Section	4000: Personnel
Title	DRUG AND ALCOHOL-FREE WORKPLACE
Code	4020 BP
Status	Active
Adopted	February 2, 2017

The Governing Board believes that the maintenance of a drug- and alcohol-free workplace is essential to staff and student safety and to help ensure a productive and safe work and learning environment.

(cf. 4112.41/4212.41/4312.41 - Employee Drug Testing)

(cf. 4112.42/4212.42/4312.42 - Drug and Alcohol Testing for School Bus Drivers)

An employee shall not unlawfully manufacture, distribute, dispense, possess, or use any controlled substance in the workplace. (Government Code 8355; 41 USC 8103)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, *on duty* means while an employee is on duty during both instructional and noninstructional time in the classroom or workplace, at extracurricular or cocurricular activities, or while transporting students or otherwise supervising them. *Under the influence* means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

(cf. 4032 - Reasonable Accommodation)

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 8103)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 8103)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 8103)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

(cf. 4112 - Appointment and Conditions of Employment)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4212 - Appointment and Conditions of Employment)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Drug-Free Awareness Program

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 8103)

1. The dangers of drug abuse in the workplace

2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs

(cf. 4159/4259/4359 - Employee Assistance Programs)

4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

Legal Reference:

EDUCATION CODE

44011 Controlled substance offense

44425 Conviction of controlled substance offenses as grounds for revocation of credential

44836 Employment of certificated persons convicted of controlled substance offenses

44940 Compulsory leave of absence for certificated persons

44940.5 Procedures when employees are placed on compulsory leave of absence

45123 Employment after conviction of controlled substance offense

45304 Compulsory leave of absence for classified persons

GOVERNMENT CODE

8350-8357 Drug-free workplace

UNITED STATES CODE, TITLE 20

7111-7117 Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

812 Schedule of controlled substances

UNITED STATES CODE, TITLE 41

8101-8106 Drug-Free Workplace Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.01-1308.49 Schedule of controlled substances

COURT DECISIONS

Cahoon v. Governing Board of Ventura USD, (2009) 171 Cal.App.4th 381

Ross v. RagingWire Telecommunications, Inc., (2008) 42 Cal.4th 920



Book	Policies and Regulations
Section	4000: Personnel
Title	NONDISCRIMINATION IN EMPLOYMENT
Code	4030 BP
Status	Active
Adopted	February 2, 2017

The Governing Board is determined to provide district employees and job applicants a safe, positive environment where they are assured of full and equal employment access and opportunities, protection from harassment or intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. The Board prohibits district employees from discriminating against or harassing any other district employee or job applicant on the basis of the person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military and veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

The Board also prohibits discrimination against any employee or job applicant in compensation, terms, conditions, and other privileges of employment and the taking of any adverse employment action, including, but not limited to, termination or the denial of employment, promotion, job assignment, or training, against an employee or job applicant based on any of the categories listed above.

(cf. 4032 - Reasonable Accommodation)
(cf. 4154/4254/4354 - Health and Welfare Benefits)

Prohibited discrimination on the basis of religious creed includes discrimination based on an employee's or job applicant's religious belief or observance, including his/her religious dress or grooming practices. In accordance with Government Code 12940, prohibited discrimination on the basis of religious creed also includes the district's failure or refusal to use reasonable means to accommodate an employee's or job applicant's religious belief, observance, or practice which conflicts with an employment requirement. However, the district shall not accommodate an employee's religious dress practice or religious grooming practice if it requires segregation of the individual from other employees or the public or if it would result in a violation of this policy or any law prohibiting discrimination.

Prohibited sex discrimination includes discrimination based on an employee's or job applicant's pregnancy, childbirth, breastfeeding, or any related medical condition.

(cf. 4033 - Lactation Accommodation)

Harassment consists of unwelcome verbal, physical, or visual conduct that is based on any of the prohibited categories of discrimination listed above and that is so severe or pervasive that it adversely affects an individual's employment opportunities, has the purpose or effect of unreasonably interfering with the individual's work performance, or creates an intimidating, hostile, or offensive work environment.

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

The Board also prohibits retaliation against any district employee or job applicant who opposes any discriminatory employment practice by the district or its employee, agent, or representative or who complains, testifies, assists, or in any way participates in the district's complaint procedures pursuant to this policy. No employee or job applicant who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code 12940)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying administrative regulation.

Any supervisory or management employee who observes or has knowledge of an incident of prohibited discrimination or harassment shall report the incident to the Superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who does report such incidents from retaliation.

The Superintendent or designee shall use all appropriate means to reinforce the district's nondiscrimination policy. He/she shall provide training and information to employees about how to recognize harassment and discrimination, how to respond appropriately, and components of the district's policies and regulations regarding discrimination. The Superintendent or designee shall regularly review the district's employment practices and, as necessary, shall take action to ensure district compliance with the nondiscrimination laws.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

11138 Rules and regulations

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

11019 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended

2000ff-2000ff-11 Genetic Information Nondiscrimination Act of 2008

2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964

6101-6107 Age discrimination in federally assisted programs

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 34

100.6 Compliance information

104.7 Designation of responsible employee for Section 504

104.8 Notice

106.8 Designation of responsible employee and adoption of grievance procedures

106.9 Dissemination of policy

110.1-110.39 Nondiscrimination on the basis of age

COURT DECISIONS

Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863

Shephard v. Loyola Marymount, (2002) 102 Cal.App.4th 837



Book	Policies and Regulations
Section	4000: Personnel
Title	NONDISCRIMINATION IN EMPLOYMENT
Code	4030 AR
Status	Active
Adopted	February 2, 2017

The district designates the position identified below as its coordinator for nondiscrimination in employment (coordinator) to coordinate the district's efforts to comply with state and federal nondiscrimination laws and to answer inquiries regarding the district's nondiscrimination policies. The coordinator may be contacted at:

Assistant Superintendent, Personnel Services
750 E. Main St.
El Cajon, CA 92020
(619) 588-3049

Measures to Prevent Discrimination

To prevent unlawful discrimination, harassment, and retaliation against district employees, volunteers, interns, and job applicants, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and regulation, including the complaint procedures and the coordinator's contact information, to employees, volunteers, interns, job applicants, and the general public by: (5 CCR 4960; 34 CFR 100.6, 106.9)
 - a. Including them in each announcement, bulletin, or application form that is used in employee recruitment
 - b. Posting them in all district schools and offices, including staff lounges and other prominent locations
 - c. Posting them on the district's web site and providing easy access to them through district-supported social media, when available

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

2. Provide to employees a handbook that contains information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to anyone who feels that he/she has been the victim of any discriminatory or harassing behavior

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

3. Provide training to employees, volunteers, and interns regarding the district's nondiscrimination policy, including what constitutes unlawful discrimination, harassment, and retaliation and how and to whom a report of an incident should be made

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

4. Periodically review the district's recruitment, hiring, and promotion processes and regularly monitor the terms, conditions, and privileges of employment to ensure district compliance with law

Complaint Procedure

Any complaint by an employee or job applicant alleging discrimination or harassment shall be addressed in accordance with the following procedures:

1. **Notice and Receipt of Complaint:** A complainant who is an employee shall promptly inform his/her supervisor. However, if the supervisor is the person against whom the employee is complaining, the employee shall promptly inform the coordinator or the Superintendent. A job applicant shall inform the coordinator or the Superintendent or designee.

The complainant may file a written complaint in accordance with this procedure, or if he/she is an employee, may first attempt to resolve the situation informally with his/her supervisor.

A supervisor or manager who has received information about an incident of discrimination or harassment, or has observed such an incident, shall report it to the coordinator, whether or not the complainant files a written complaint.

The written complaint should contain the complainant's name, the name of the individual who allegedly committed the act, a description of the incident, the date and location where the incident occurred, any witnesses who may have relevant information, other evidence of the discrimination or harassment, and any other pertinent information which may assist in investigating and resolving the complaint.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4032 - Reasonable Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

2. **Investigation Process:** The coordinator shall initiate an impartial investigation of an allegation of discrimination or harassment within five business days of receiving notice of the behavior, regardless of whether a written complaint has been filed or whether the written complaint is complete.

The coordinator shall meet with the complainant to describe the district's complaint procedure and discuss the actions being sought by the complainant in response to the allegation. The coordinator shall inform the complainant that the allegations will be kept confidential to the extent possible, but that some information may be revealed as necessary to conduct an effective investigation.

(cf. 3580 - District Records)

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

If the coordinator determines that a detailed fact-finding investigation is necessary, he/she shall begin the investigation immediately. As part of this investigation, the coordinator should interview the complainant, the person accused, and other persons who could be expected to have relevant information.

When necessary to carry out his/her investigation or to protect employee safety, the coordinator may discuss the complaint with the Superintendent or designee, district legal counsel, or the district's risk manager.

The coordinator also shall determine whether interim measures, such as scheduling changes, transfers, or leaves, need to be taken before the investigation is completed to ensure that further incidents do not occur. The coordinator shall ensure that such interim measures do not constitute retaliation.

3. **Written Report on Findings and Corrective Action:** No more than 30 business days after receiving the complaint, the coordinator shall conclude the investigation and prepare a written report of his/her findings. This timeline may be extended for good cause. If an extension is needed, the coordinator shall notify the complainant and explain the reasons for the extension.

The report shall include the decision and the reasons for the decision and shall summarize the steps taken during the investigation. If a determination has been made that discrimination or harassment occurred, the report also shall include any corrective action(s) that have been or will be taken to address the behavior, correct the effect on the complainant, and ensure that retaliation or further discrimination or harassment does not occur.

The report shall be presented to the complainant, the person accused, and the Superintendent or designee.

4. **Appeal to the Governing Board:** The complainant or the person accused may appeal any findings to the Board within 10 business days of receiving the written report of the coordinator's findings. The Superintendent or designee shall provide the Board with all information presented during the investigation. Upon receiving an appeal, the Board shall schedule a hearing as soon as practicable. Any complaint against a district employee shall be addressed in closed session in accordance with law. The Board shall render its decision within 10 business days.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 9321 - Closed Session Purposes and Agendas)

Other Remedies

In addition to filing a discrimination or harassment complaint with the district, a person may file a complaint with either the California Department of Fair Employment and Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC). The time limits for filing such complaints are as follows:

1. To file a valid complaint with DFEH, within one year of the alleged discriminatory act(s), unless an exception exists pursuant to Government Code 12960
2. To file a valid complaint directly with EEOC, within 180 days of the alleged discriminatory act(s) (42 USC 2000e-5)
3. To file a valid complaint with EEOC after first filing a complaint with DFEH, within 300 days of the alleged discriminatory act(s) or within 30 days after the termination of proceedings by DFEH, whichever is earlier (42 USC 2000e-5)



Book	Policies and Regulations
Section	5000: Students
Title	NONDISCRIMINATION/HARASSMENT
Code	5145.3 BP
Status	Active
Adopted	February 2, 2017

The Governing Board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The Board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying, targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, ethnicity, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, or gender expression or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school, and to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.9 - Hate-Motivated Behavior)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6164.6 - Identification and Education Under Section 504)

Unlawful discrimination, including discriminatory harassment, intimidation, or bullying, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the categories above with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The Board also prohibits any form of retaliation against any individual who reports or participates in the reporting of unlawful discrimination, files or participates in the filing of a complaint, or investigates or participates in the investigation of a complaint or report alleging unlawful discrimination. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. He/she shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the district's educational program. He/she shall report his/her findings and recommendations to the Board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)
(cf. 6164.2 - Guidance/Counseling Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, in violation of law, Board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The Superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE
 200-262.4 Prohibition of discrimination

48900.3 *Suspension or expulsion for act of hate violence*
 48900.4 *Suspension or expulsion for threats or harassment*
 48904 *Liability of parent/guardian for willful student misconduct*
 48907 *Student exercise of free expression*
 48950 *Freedom of speech*
 48985 *Translation of notices*
 49020-49023 *Athletic programs*
 51500 *Prohibited instruction or activity*
 51501 *Prohibited means of instruction*
 60044 *Prohibited instructional materials*

CIVIL CODE

1714.1 *Liability of parents/guardians for willful misconduct of minor*

PENAL CODE

422.55 *Definition of hate crime*

422.6 *Crimes, harassment*

CODE OF REGULATIONS, TITLE 5

432 *Student record*

4600-4687 *Uniform complaint procedures*

4900-4965 *Nondiscrimination in elementary and secondary education programs*

UNITED STATES CODE, TITLE 20

1681-1688 *Title IX of the Education Amendments of 1972*

12101-12213 *Title II equal opportunity for individuals with disabilities*

UNITED STATES CODE, TITLE 29

794 *Section 504 of Rehabilitation Act of 1973*

UNITED STATES CODE, TITLE 42

2000d-2000e-17 *Title VI and Title VII Civil Rights Act of 1964, as amended*

2000h-2-2000h-6 *Title IX of the Civil Rights Act of 1964*

6101-6107 *Age Discrimination Act of 1975*

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 *Nondiscrimination on basis of disability; complaints*

CODE OF FEDERAL REGULATIONS, TITLE 34

99.31 *Disclosure of personally identifiable information*

100.3 *Prohibition of discrimination on basis of race, color or national origin*

104.7 *Designation of responsible employee for Section 504*

106.8 *Designation of responsible employee for Title IX*

106.9 *Notification of nondiscrimination on basis of sex*

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130



Book	Policies and Regulations
Section	5000: Students
Title	NONDISCRIMINATION/HARASSMENT
Code	5145.3 AR
Status	Active
Last Revised	September 3, 2019

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. The coordinator/compliance officer(s) may be contacted at: (Education Code 234.1; 5 CCR 4621)

Assistant Superintendent, Education Services
 750 E. Main St.
 El Cajon, CA 92020
 (619) 588-3000

(cf. 1312.1 - Complaints Concerning District Employees)
 (cf. 1312.3 - Uniform Complaint Procedures)

Measures to Prevent Discrimination

To prevent unlawful discrimination, including discriminatory harassment, intimidation, retaliation, and bullying, of students at district schools or in school activities and to ensure equal access of all students to the educational program, the Superintendent or designee shall implement the following measures:

1. Publicize the district's nondiscrimination policy and related complaint procedures, including the coordinator/compliance officer's contact information, to students, parents/guardians, employees, volunteers, and the general public by posting them on the district's web site and other prominent locations and providing easy access to them through district-supported social media, when available.
2. Post in a prominent and conspicuous location on the district and school web sites information regarding Title IX prohibitions against discrimination based on a student's sex, gender, gender identity, pregnancy, and parental status, including the following: (Education Code 221.61)
 - a. The name and contact information of the district's Title IX coordinator, including the phone number and email address

b. The rights of students and the public and the responsibilities of the district under Title IX, including a list of rights as specified in Education Code 221.8 and web links to information about those rights and responsibilities located on the web sites of the Office for Equal Opportunity and the U.S. Department of Education's Office for Civil Rights (OCR)

c. A description of how to file a complaint of noncompliance with Title IX in accordance with AR 1312.3 - Uniform Complaint Procedures, which shall include:

- (1) An explanation of the statute of limitations within which a complaint must be filed after an alleged incident of discrimination has occurred and how a complaint may be filed beyond the statute of limitations
- (2) An explanation of how the complaint will be investigated and how the complainant may further pursue the complaint, including web links to this information on the OCR's web site
- (3) A web link to the OCR complaints form and the contact information for the office, including the phone number and email address for the office

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

3. Provide to students a handbook that contains age-appropriate information that clearly describes the district's nondiscrimination policy, procedures for filing a complaint, and resources available to students who feel that they have been the victim of any such behavior. (Education Code 234.1)

4. Annually notify all students and parents/guardians of the district's nondiscrimination policy, including its responsibility to provide a safe, nondiscriminatory school environment for all students, including transgender and gender-nonconforming students. The notice shall inform students and parents/guardians that they may request to meet with the compliance officer to determine how best to accommodate or resolve concerns that may arise from the district's implementation of its nondiscrimination policies. The notice shall also inform all students and parents/guardians that, to the extent possible, the district will address any individual student's interests and concerns in private.

(cf. 5145.6 - Parental Notifications)

5. The Superintendent or designee shall ensure that students and parents/guardians, including those with limited English proficiency, are notified of how to access the relevant information provided in the district's nondiscrimination policy and related complaint procedures, notices, and forms in a language they can understand.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning nondiscrimination shall be translated into that language in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

6. Provide to students, employees, volunteers, and parents/guardians age-appropriate training and information regarding the district's nondiscrimination policy; what constitutes prohibited discrimination, including discriminatory harassment, intimidation, retaliation, or bullying; how and to whom a report of an incident should be made; and how to guard against segregating or stereotyping students when providing instruction, guidance, supervision, or other services to them. Such training and information shall include details of guidelines the district may use to provide a discrimination-free environment for all district students, including transgender and gender-nonconforming students.

(cf. 1240 - Volunteer Assistance)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

7. At the beginning of each school year, inform school employees that any employee who witnesses any act of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, against a student is required to intervene if it is safe to do so. (Education Code 234.1)
8. At the beginning of each school year, inform each principal or designee of the district's responsibility to provide appropriate assistance or resources to protect students from threatened or potentially discriminatory behavior and ensure their privacy rights.

Enforcement of District Policy

The Superintendent or designee shall take appropriate actions to reinforce BP 5145.3 - Nondiscrimination/Harassment. As needed, these actions may include any of the following:

1. Removing vulgar or offending graffiti

(cf. 5131.5 - Vandalism and Graffiti)

2. Providing training to students, staff, and parents/guardians about how to recognize unlawful discrimination, how to report it or file a complaint, and how to respond
3. Disseminating and/or summarizing the district's policy and regulation regarding unlawful discrimination
4. Consistent with laws regarding the confidentiality of student and personnel records, communicating to students, parents/guardians, and the community the school's response plan to unlawful discrimination or harassment

(cf. 4112.6/4212.6/4312.6 - Personnel Files)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

5. Taking appropriate disciplinary action against students, employees, and anyone determined to have engaged in wrongdoing in violation of district policy, including any student who is found to have filed a complaint of discrimination that he/she knew was not true

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Process for Initiating and Responding to Complaints

Any student who feels that he/she has been subjected to unlawful discrimination described above or in district policy is strongly encouraged to immediately contact the compliance officer, principal, or any other staff member. In addition, any student who observes any such incident is strongly encouraged to report the incident to the compliance officer or principal, whether or not the alleged victim files a complaint.

Any school employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, or to whom such an incident is reported shall report the incident to the compliance officer or principal within a school day, whether or not the alleged victim files a complaint.

Any school employee who witnesses an incident of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When a verbal report of unlawful discrimination, including discriminatory harassment, intimidation, retaliation, or bullying, is made to or received by the principal or compliance officer, he/she shall make a note of the report and encourage the student or parent/guardian to file the complaint in writing, pursuant to the provisions in AR 1312.3 - Uniform Complaint Procedures. Once notified verbally or in writing, the principal or compliance officer shall begin the investigation and shall implement immediate measures necessary to stop the discrimination and

ensure that all students have access to the educational program and a safe school environment. Any interim measures adopted to address unlawful discrimination shall, to the extent possible, not disadvantage the complainant or a student who is the victim of the alleged unlawful discrimination.

Any report or complaint alleging unlawful discrimination by the principal, compliance officer, or any other person to whom a report would ordinarily be made or complaint filed shall instead be made to or filed with the Superintendent or designee who shall determine how the complaint will be investigated.

(cf. 5141.4 - Child Abuse Prevention and Reporting)

Transgender and Gender-Nonconforming Students

Gender identity of a student means the student's gender-related identity, appearance, or behavior as determined from the student's internal sense of his/her gender, whether or not that gender-related identity, appearance, or behavior is different from that traditionally associated with the student's physiology or assigned sex at birth.

Gender expression means a student's gender-related appearance and behavior, whether stereotypically associated with the student's assigned sex at birth. (Education Code 210.7)

Gender transition refers to the process in which a student changes from living and identifying as the sex assigned to the student at birth to living and identifying as the sex that corresponds to the student's gender identity.

Gender-nonconforming student means a student whose gender expression differs from stereotypical expectations.

Transgender student means a student whose gender identity is different from the gender he/she was assigned at birth.

Regardless of whether they are sexual in nature, acts of verbal, nonverbal, or physical aggression, intimidation, or hostility that are based on sex, gender identity, or gender expression, or that have the purpose or effect of producing a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment are prohibited. Examples of the types of conduct which are prohibited in the district and which may constitute gender-based harassment include, but are not limited to:

1. Refusing to address a student by a name and the pronouns consistent with his/her gender identity
2. Disciplining or disparaging a student or excluding him/her from participating in activities for behavior or appearance that is consistent with his/her gender identity or that does not conform to stereotypical notions of masculinity or femininity, as applicable
3. Blocking a student's entry to the restroom that corresponds to his/her gender identity
4. Taunting a student because he/she participates in an athletic activity more typically favored by a student of the other sex
5. Revealing a student's transgender status to individuals who do not have a legitimate need for the information, without the student's consent
6. Use of gender-specific slurs
7. Physical assault of a student motivated by hostility toward him/her because of his/her gender, gender identity, or gender expression

The district's uniform complaint procedures (AR 1312.3) shall be used to report and resolve complaints alleging discrimination against transgender and gender-nonconforming students.

Examples of bases for complaints include, but are not limited to, the above list, as well as improper rejection by the district of a student's asserted gender identity, denial of access to facilities that correspond with a student's gender identity, improper disclosure of a student's transgender status, discriminatory enforcement of a dress code, and other instances of gender-based harassment.

To ensure that transgender and gender-nonconforming students are afforded the same rights, benefits, and protections provided to all students by law and Board policy, the district shall address each situation on a case-by-case basis, in accordance with the following guidelines:

1. **Right to privacy:** A student's transgender or gender-nonconforming status is his/her private information and the district shall only disclose the information to others with the student's prior written consent, except when the disclosure is otherwise required by law or when the district has compelling evidence that disclosure is necessary to preserve the student's physical or mental well-being. In any case, the district shall only allow disclosure of a student's personally identifiable information to employees with a legitimate educational interest as determined by the district pursuant to 34 CFR 99.31. Any district employee to whom a student's transgender or gender-nonconforming status is disclosed shall keep the student's information confidential. When disclosure of a student's gender identity is made to a district employee by a student, the employee shall seek the student's permission to notify the compliance officer. If the student refuses to give permission, the employee shall keep the student's information confidential, unless he/she is required to disclose or report the student's information pursuant to this administrative regulation, and shall inform the student that honoring the student's request may limit the district's ability to meet the student's needs related to his/her status as a transgender or gender-nonconforming student. If the student permits the employee to notify the compliance officer, the employee shall do so within three school days.

As appropriate given the student's need for support, the compliance officer may discuss with the student any need to disclose the student's transgender or gender-nonconformity status or gender identity or gender expression to his/her parents/guardians and/or others, including other students, teacher(s), or other adults on campus. The district shall offer support services, such as counseling, to students who wish to inform their parents/guardians of their status and desire assistance in doing so.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

2. **Determining a Student's Gender Identity:** The compliance officer shall accept the student's assertion of his/her gender identity and begin to treat the student consistent with his/her gender identity unless district personnel present a credible and supportable basis for believing that the student's assertion is for an improper purpose.

3. **Addressing a Student's Transition Needs:** The compliance officer shall arrange a meeting with the student and, if appropriate, his/her parents/guardians to identify and develop strategies for ensuring that the student's access to education programs and activities is maintained. The meeting shall discuss the transgender or gender-nonconforming student's rights and how those rights may affect and be affected by the rights of other students and shall address specific subjects related to the student's access to facilities and to academic or educational support programs, services, or activities, including, but not limited to, sports and other competitive endeavors. In addition, the compliance officer shall identify specific school site employee(s) to whom the student may report any problem related to his/her status as a transgender or gender-nonconforming individual, so that prompt action can be taken to address it. Alternatively, if appropriate and desired by the student, the school may form a support team for the student that will meet periodically to assess whether the arrangements for the student are meeting his/her educational needs and providing equal access to programs and activities, educate appropriate staff about the student's transition, and serve as a resource to the student to better protect the student from gender-based discrimination.

4. **Accessibility to Sex-Segregated Facilities, Programs, and Activities:** When the district maintains sex-segregated facilities, such as restrooms and locker rooms, or offers sex-segregated programs and activities, such as physical education classes, intermural sports, and interscholastic athletic programs, students shall be permitted to access facilities and participate in programs and activities consistent with their gender identity. To address any student's privacy concerns in using sex-segregated facilities, the district shall offer available options such as a gender-neutral or single-use restroom or changing area, a bathroom stall with a door, an area in the locker room separated by a curtain or screen, access to a staff member's office, or use of the locker room before or after the other students. However, the district shall not require a student to utilize these options because he/she is transgender or gender-nonconforming. In addition, a student shall be permitted to participate in accordance with his/her gender identity in other circumstances where students are

separated by gender, such as for class discussions, yearbook pictures, and field trips. A student's right to participate in a sex-segregated activity in accordance with his/her gender identity shall not render invalid or inapplicable any other eligibility rule established for participation in the activity.

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Athletic Competition)

(cf. 6153 - School-Sponsored Trips)

(cf. 7110 - Facilities Master Plan)

5. Student Records: A student's legal name or gender as entered on the mandatory student record required pursuant to 5 CCR 432 shall only be changed with proper documentation. However, at the written request of a student or, if appropriate, his/her parents/guardians, the district shall use the student's preferred name and pronouns consistent with his/her gender identity on all other district-related documents. Such preferred name may be added to the student's record and official documents as permitted by law.

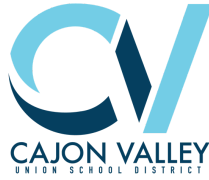
(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

6. Names and Pronouns: If a student so chooses, district personnel shall be required to address the student by a name and the pronouns consistent with his/her gender identity, without the necessity of a court order or a change to his/her official district record. However, inadvertent slips or honest mistakes by district personnel in the use of the student's name and/or consistent pronouns will, in general, not constitute a violation of this administrative regulation or the accompanying district policy.

7. Uniforms/Dress Code: A student has the right to dress in a manner consistent with his/her gender identity, subject to any dress code adopted on a school site.

(cf. 5132 - Dress Code)



Book	Policies and Regulations
Section	4000: Personnel
Title	EMPLOYEE USE OF TECHNOLOGY
Code	4040 BP
Status	Active
Adopted	February 2, 2017

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

(cf. 0440 - District Technology Plan)
(cf. 1100 - Communication with the Public)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4032 - Reasonable Accommodation)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.4 - Student Use of Technology)

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

52295.10-52295.55 *Implementation of Enhancing Education Through Technology grant program*

GOVERNMENT CODE

3543.1 *Rights of employee organizations*

PENAL CODE

502 *Computer crimes, remedies*

632 *Eavesdropping on or recording confidential communications*

VEHICLE CODE

23123 *Wireless telephones in vehicles*

23123.5 *Mobile communication devices; text messaging while driving*

23125 *Wireless telephones in school buses*

UNITED STATES CODE, TITLE 20

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*

6777 *Internet safety*

UNITED STATES CODE, TITLE 47

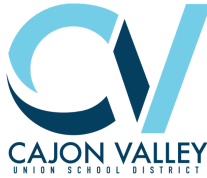
254 *Universal service discounts (E-rate)*

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 *Internet safety policy and technology protection measures, E-rate discounts*

COURT DECISIONS

City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332



Book	Policies and Regulations
Section	1000: Community Relations
Title	COMPLAINTS CONCERNING DISTRICT EMPLOYEES
Code	1312.1 BP
Status	Active
Adopted	February 2, 2017

The Governing Board accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.

The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 3515.2 - Disruptions)

The Board prohibits retaliation against complainants. The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.

Legal Reference:

EDUCATION CODE

33308.1 *Guidelines on procedure for filing child abuse complaints*

35146 *Closed sessions*

44031 *Personnel file contents and inspection*

44811 *Disruption of public school activities*

44932-44949 *Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)*

48987 *Child abuse guidelines*

GOVERNMENT CODE

54957 *Closed session; complaints re employees*

54957.6 *Closed session; salaries or fringe benefits*

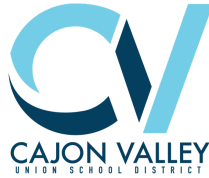
PENAL CODE

273 *Cruelty or unjustifiable punishment of child*

11164-11174.3 *Child Abuse and Neglect Reporting Act*

WELFARE AND INSTITUTIONS CODE

300 *Minors subject to jurisdiction of juvenile court*



Book	Policies and Regulations
Section	1000: Community Relations
Title	COMPLAINTS CONCERNING DISTRICT EMPLOYEES
Code	1312.1 AR
Status	Active
Adopted	February 2, 2017

The Superintendent or designee shall determine whether a complaint should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures.

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 4144/4244/4344 - Complaints)

To promote prompt and fair resolution of the complaint, the following procedures shall govern the resolution of complaints against district employees:

1. Every effort should be made to resolve a complaint at the earliest possible stage. Whenever possible, the complainant should communicate directly to the employee in order to resolve concerns.
2. If a complainant is unable or unwilling to resolve the complaint directly with the employee, he/she may submit an oral or written complaint to the employee's immediate supervisor or the principal.
3. All complaints related to district personnel other than administrators shall be submitted in writing to the principal or immediate supervisor. If the complainant is unable to prepare the complaint in writing, administrative staff shall help him/her to do so. Complaints related to a principal or central office administrator shall be initially filed in writing with the Superintendent or designee. Complaints related to the Superintendent shall be initially filed in writing with the Board.
4. When a written complaint is received, the employee shall be notified within five days or in accordance with collective bargaining agreements.
5. A written complaint shall include:
 - a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it
 - c. A specific description of any prior attempt to discuss the complaint with the employee and the failure to resolve the matter
6. Staff responsible for investigating complaints shall attempt to resolve the complaint to the satisfaction of the parties involved within 30 days.
7. Both the complainant and the employee against whom the complaint was made may appeal a decision by the principal or immediate supervisor to the Superintendent or designee, who shall attempt to resolve the complaint to the satisfaction of the person involved within 30 days. Parties should consider and accept the Superintendent or designee's decision as final. However, the complainant, the employee, or the Superintendent or designee may ask to address the Board regarding the complaint.
8. Before any Board consideration of a complaint, the Superintendent or designee shall submit to the Board a written report concerning the complaint, including but not limited to:

- a. The full name of each employee involved
 - b. A brief but specific summary of the complaint and the facts surrounding it, sufficient to inform the Board and the parties as to the precise nature of the complaint and to allow the parties to prepare a response
 - c. A copy of the signed original complaint
 - d. A summary of the action taken by the Superintendent or designee, together with his/her specific finding that the problem has not been resolved and the reasons
9. The Board may uphold the Superintendent's decision without hearing the complaint.
 10. All parties to a complaint may be asked to attend a Board meeting in order to clarify the issue and present all available evidence.
 11. A closed session may be held to hear the complaint in accordance with law.

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9323 - Meeting Conduct)

12. The decision of the Board shall be final.

Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law, Board policy and administrative regulation.

(cf. 5141.4 - Child Abuse Prevention and Reporting)



Book	Policies and Regulations
Section	5000: Students
Title	CHILD ABUSE PREVENTION AND REPORTING
Code	5141.4 BP
Status	Active
Adopted	February 2, 2017

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1020 - Youth Services)

(cf. 5141.6 - School Health Services)

(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Reporting

The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect.

The Superintendent or designee shall provide training regarding the duties of mandated reporters.

Legal Reference:

EDUCATION CODE

32280-32288 Comprehensive school safety plans

33195 Heritage schools, mandated reporters

33308.1 Guidelines on procedure for filing child abuse complaints

44252 Teacher credentialing

44691 Staff development in the detection of child abuse and neglect

44807 Duty concerning conduct of students

48906 Notification when student released to peace officer

48987 Dissemination of reporting guidelines to parents

49001 Prohibition of corporal punishment

51220.5 Parenting skills education

51900.6 Sexual abuse and sexual assault awareness and prevention

PENAL CODE

152.3 Duty to report murder, rape, or lewd or lascivious act

273a Willful cruelty or unjustifiable punishment of child; endangering life or health

288 Definition of lewd or lascivious act requiring reporting

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

15630-15637 Dependent adult abuse reporting

CODE OF REGULATIONS, TITLE 5

4650 Filing complaints with CDE, special education students

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

COURT DECISIONS

Camreta v. Greene (2011) 131 S.Ct. 2020



Book	Policies and Regulations
Section	5000: Students
Title	CHILD ABUSE PREVENTION AND REPORTING
Code	5141.4 AR
Status	Active
Adopted	February 2, 2017

Definitions

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

(cf. 5145.7 - Sexual Harassment)

Child abuse or neglect does not include:

1. A mutual affray between minors (Penal Code 11165.6)
2. An injury caused by reasonable and necessary force used by a peace officer acting within the course and scope of his/her employment (Penal Code 11165.6)

(cf. 3515.3 - District Police/Security Department)

3. An injury resulting from the exercise by a teacher, vice principal, principal, or other certificated employee of the same degree of physical control over a student that a parent/guardian would be privileged to exercise, not exceeding the amount of physical control reasonably necessary to maintain order, protect property, protect the health and safety of students, or maintain proper and appropriate conditions conducive to learning (Education Code 44807)
4. An injury caused by a school employee's use of force that is reasonable and necessary to quell a disturbance threatening physical injury to persons or damage to property, to protect himself/herself, or to obtain weapons or other dangerous objects within the control of a student (Education Code 49001)

(cf. 5131.7 - Weapons and Dangerous Instruments)

(cf. 5144 - Discipline)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

5. Physical pain or discomfort caused by athletic competition or other such recreational activity voluntarily engaged in by a student (Education Code 49001)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

6. Homelessness or classification as an unaccompanied minor (Penal Code 11165.15)

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, *reasonable suspicion* does not require certainty that child abuse or neglect has occurred nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

Reportable Offenses

A mandated reporter shall make a report using the procedures provided below whenever, in his/her professional capacity or within the scope of his/her employment, he/she has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. (Penal Code 11166)

Any mandated reporter who has knowledge of or who reasonably suspects that a child is suffering serious emotional damage or is at a substantial risk of suffering serious emotional damage, based on evidence of severe anxiety, depression, withdrawal, or untoward aggressive behavior toward self or others, may make a report to the appropriate agency. (Penal Code 11166.05, 11167)

Any district employee who reasonably believes that he/she has observed the commission of a murder, rape, or lewd or lascivious act by use of force, violence, duress, menace, or fear of immediate and unlawful bodily injury against a victim who is a child under age 14 shall notify a peace officer. (Penal Code 152.3, 288)

Responsibility for Reporting

The reporting duties of mandated reporters are individual and cannot be delegated to another person. (Penal Code 11166)

When two or more mandated reporters jointly have knowledge of a known or suspected instance of child abuse or neglect, the report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report. (Penal Code 11166)

No supervisor or administrator shall impede or inhibit a mandated reporter from making a report. (Penal Code 11166)

Any person not identified as a mandated reporter who has knowledge of or observes a child whom he/she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to the appropriate agency. (Penal Code 11166)

(cf. 1240 - Volunteer Assistance)

Reporting Procedures

1. Initial Telephone Report

Immediately or as soon as practicable after knowing or observing suspected child abuse or neglect, a mandated reporter shall make an initial report by telephone to any police department (excluding a school district police/security department), sheriff's department, county probation department if designated by the county to receive such reports, or county welfare department. (Penal Code 11165.9, 11166)

Child Welfare Services
San Diego County

2. Written Report

Within 36 hours of knowing or observing the information concerning the incident, the mandated reporter shall then prepare and either send, fax, or electronically submit to the appropriate agency a written follow-up report, which includes a completed Department of Justice form (SS 8572). (Penal Code 11166, 11168)

The Department of Justice form may be obtained from the principal or designee.

Reports of suspected child abuse or neglect shall include, if known: (Penal Code 11167)

- a. The name, business address, and telephone number of the person making the report and the capacity that makes the person a mandated reporter
- b. The child's name and address, present location, and, where applicable, school, grade, and class
- c. The names, addresses, and telephone numbers of the child's parents/guardians
- d. The name, address, telephone number, and other relevant personal information about the person who might have abused or neglected the child
- e. The information that gave rise to the reasonable suspicion of child abuse or neglect and the source(s) of that information

The mandated reporter shall make a report even if some of this information is not known or is uncertain to him/her. (Penal Code 11167)

The mandated reporter may give to an investigator from an agency investigating the case, including a licensing agency, any information relevant to an incident of child abuse or neglect or to a report made for serious emotional damage pursuant to Penal Code 11166.05. (Penal Code 11167)

3. Internal Reporting

The mandated reporter shall not be required to disclose his/her identity to his/her supervisor, the principal, or the Superintendent or designee. (Penal Code 11166)

However, employees reporting child abuse or neglect to an appropriate agency are encouraged, but not required, to notify the principal as soon as possible after the initial telephone report to the appropriate agency. When so notified, the principal shall inform the Superintendent or designee.

The principal so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law, Board policy, and administrative regulation. At the mandated reporter's request, the principal may assist in completing and filing the necessary forms.

Reporting the information to an employer, supervisor, principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to the appropriate agency. (Penal Code 11166)

Training

Within the first six weeks of each school year, the Superintendent or designee shall provide training on mandated reporting requirements to district employees and persons working on their behalf who are mandated reporters. Any school personnel hired during the school year shall receive such training within the first six weeks of employment. (Education Code 44691; Penal Code 11165.7)

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall use the online training module provided by the California Department of Social Services. (Education Code 44691)

The training shall include, but not necessarily be limited to, training in identification and reporting of child abuse and neglect. In addition, the training shall include information that failure to report an incident of known or reasonably suspected child abuse or neglect as required by law is a misdemeanor punishable by imprisonment and/or a fine as specified. (Education Code 44691; Penal Code 11165.7)

The Superintendent or designee shall obtain and retain proof of each mandated reporter's completion of the training. (Education Code 44691)

Victim Interviews by Social Services

Whenever the Department of Social Services or another government agency is investigating suspected child abuse or neglect that occurred within the child's home or out-of-home care facility, the student may be interviewed by an agency representative during school hours, on

school premises. The Superintendent or designee shall give the student the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the student. (Penal Code 11174.3)

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her of the following requirements: (Penal Code 11174.3)

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Neglect Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5.

If a staff member agrees to be present, the interview shall be held at a time during school hours when it does not involve an expense to the school. (Penal Code 11174.3)

Release of Child to Peace Officer

When a child is released to a peace officer and taken into custody as a victim of suspected child abuse or neglect, the Superintendent or designee and/or principal shall not notify the parent/guardian, but rather shall provide the peace officer with the address and telephone number of the child's parent/guardian. (Education Code 48906)

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

Parent/Guardian Complaints

Upon request, the Superintendent or designee shall provide parents/guardians with procedures for reporting suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is not English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

(cf. 1312.1 - Complaints Concerning District Employees)

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

(cf. 1312.3 - Uniform Complaint Procedures)

Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, their reporting obligations under Penal Code 11166, and their confidentiality rights under Penal Code 11167. The district also shall provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

Before beginning employment, any person who will be a mandated reporter by virtue of his/her position shall sign a statement indicating that he/she has knowledge of the reporting obligations under Penal Code 11166 and will comply with those provisions. The signed statement shall be retained by the Superintendent or designee. (Penal Code 11166.5)

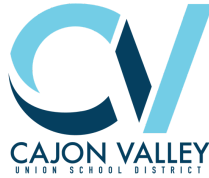
The Superintendent or designee also shall notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment.

Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)

2. If a mandated reporter fails to timely report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

3. No employee shall be subject to any sanction by the district for making a report unless it can be shown that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11166)



Book	Policies and Regulations
Section	3000: Business and Noninstructional Operations
Title	TOBACCO-FREE SCHOOLS
Code	3513.3 BP
Status	Active
Adopted	February 2, 2017

The Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with district goals to provide a healthy environment for students and staff.

(cf. 3514 - Environmental Safety)

(cf. 4159/4259/4359 - Employee Assistance Programs)

(cf. 5030 - Student Wellness)

(cf. 5131.62 - Tobacco)

(cf. 5141.23 - Asthma Management)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6143 - Courses of Study)

The Board prohibits smoking and/or the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (Health and Safety Code 104420, 104559)

These prohibitions apply to all employees, students, and visitors at any school-sponsored instructional program, activity, or athletic event held on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

(cf. 1330 - Use of School Facilities)

(cf. 1330.1 - Joint Use Agreements)

Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.5; Education Code 48901)

Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person for

attempting to enforce this policy is prohibited. (Health and Safety Code 104495)

Legal Reference:

EDUCATION CODE

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

BUSINESS AND PROFESSIONS CODE

22950.5 Stop Tobacco Access to Kids Enforcement Act; definitions

HEALTH AND SAFETY CODE

39002 Control of air pollution from nonvehicular sources

104350-104495 Tobacco use prevention, especially:

104495 Prohibition of smoking and tobacco waste on playgrounds

104559 Tobacco use prohibition

119405 Unlawful to sell or furnish electronic cigarettes to minors

LABOR CODE

3300 Employer, definition

6304 Safe and healthful workplace

6404.5 Occupational safety and health; use of tobacco products

UNITED STATES CODE, TITLE 20

6083 Nonsmoking policy for children's services

7111-7122 Student Support and Academic Enrichment Grants

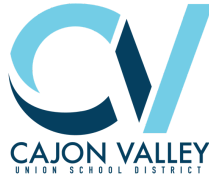
CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

PUBLIC EMPLOYMENT AND RELATIONS BOARD RULINGS

Eureka Teachers Assn. v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)

CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)



Book	Policies and Regulations
Section	3000: Business and Noninstructional Operations
Title	TOBACCO-FREE SCHOOLS
Code	3513.3 AR
Status	Active
Adopted	February 2, 2017

Notifications

Information about the district's tobacco-free schools policy and enforcement procedures shall be communicated clearly to employees, parents/guardians, students, and the community. (Health and Safety Code 104420)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee may disseminate this information through annual written notifications, district and school web sites, student and parent handbooks, and/or other appropriate methods of communication.

(cf. 1113 - District and School Web Sites)

The Superintendent or designee shall ensure that signs stating "Tobacco use is prohibited" are prominently displayed at all entrances to school property. (Health and Safety Code 104420, 104559)

Enforcement/Discipline

Any employee or student who violates the district's tobacco-free schools policy shall be asked to refrain from smoking and shall be subject to disciplinary action as appropriate.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

Any other person who violates the district's policy on tobacco-free schools shall be informed of the district's policy and asked to refrain from smoking. If the person fails to comply with this request, the Superintendent or designee may:

1. Direct the person to leave school property
2. Request local law enforcement assistance in removing the person from school premises
3. If the person repeatedly violates the tobacco-free schools policy, prohibit him/her from entering district property for a specified period of time

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

The Superintendent or designee shall not be required to physically eject a nonemployee who is smoking or to request that the nonemployee refrain from smoking under circumstances involving a risk of physical harm to the district or any employee. (Labor Code 6404.5)



Book	Policies and Regulations
Section	4000: Personnel
Title	UNIVERSAL PRECAUTIONS
Code	4119.43, 4219.43, 4319.43 BP
Status	Active
Adopted	February 2, 2017

In order to protect employees from contact with potentially infectious blood or other body fluids, the Governing Board requires that universal precautions be observed throughout the district.

Universal precautions are appropriate for preventing the spread of all infectious diseases and shall be used regardless of whether bloodborne pathogens are known to be present.

(cf. 4157/4257/4357 - *Employee Safety*)
(cf. 5141 - *Health Care and Emergencies*)
(cf. 5141.22 - *Infectious Diseases*)
(cf. 5141.24 - *Specialized Health Care Services*)
(cf. 5141.6 - *School Health Services*)
(cf. 6145.2 - *Athletic Competition*)

Employees shall immediately report any exposure incident or first aid incident in accordance with the district's exposure control plan or other safety procedures.

(cf. 4119.42/4219.42/4319.42 - *Exposure Control Plan for Bloodborne Pathogens*)

Legal Reference:

HEALTH AND SAFETY CODE

117600-118360 *Handling and disposal of regulated waste*

120875 *Providing information to school districts on AIDS, AIDS-related conditions and Hepatitis B*

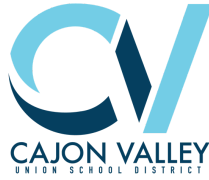
120880 *Information to employees of school district*

CODE OF REGULATIONS, TITLE 8

5193 *California bloodborne pathogens standard*

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.1030 *OSHA bloodborne pathogens standards*



Book	Policies and Regulations
Section	4000: Personnel
Title	UNIVERSAL PRECAUTIONS
Code	4119.43, 4219.43, 4319.43 AR
Status	Active
Adopted	February 2, 2017

Definitions

Universal precautions are an approach to infection control. All human blood and certain human body fluids, including but not limited to semen, vaginal secretions and any body fluid that is visibly contaminated with blood, are treated as if known to be infectious for human immunodeficiency virus (HIV), hepatitis B virus (HBV), hepatitis C virus (HCV) and other bloodborne pathogens. (8 CCR 5193(b))

Personal protective equipment includes specialized clothing or equipment worn or used for protection against a hazard. General work clothes such as uniforms, pants, shirts or blouses not intended to function as protection against a hazard are not considered to be personal protective equipment. (8 CCR 5193(b))

A *sharp* is any object that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident. (8 CCR 5193(b))

Engineered sharps injury protection is a physical attribute built into a needle device or into a non-needle sharp which effectively reduces the risk of an exposure incident. (8 CCR 5193(b))

Employee Information

The Superintendent or designee shall distribute to employees information provided by the California Department of Education regarding acquired immune deficiency syndrome (AIDS), AIDS-related conditions, and hepatitis B. This information shall include, but not be limited to, any appropriate methods employees may use to prevent exposure to AIDS and hepatitis B, including information concerning the availability of a vaccine to prevent contraction of hepatitis B, and that the cost of this vaccination may be covered by the health plan benefits of the employees. Information shall be distributed at least annually, or more frequently if there is new information supplied by the California Department of Education. (Health and Safety Code 120875, 120880)

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

(cf. 4119.42/4219.42/4319.42 - *Exposure Control Plan for Bloodborne Pathogens*)

Infection Control Practices

The Superintendent or designee shall ensure that the worksite is effectively maintained in a clean and sanitary condition, and shall implement an appropriate written schedule for cleaning and decontamination of the worksite. (8 CCR 5193(d))

Where occupational exposure remains after the institution of engineering and work practice controls, the Superintendent or designee shall provide appropriate personal protective equipment at no cost to the employee. Such equipment may include gloves, gowns, masks, eye protection, and other devices that do not permit blood or other potentially infectious materials to pass through or reach the employee's clothes, skin, eyes, mouth or other mucous membranes under normal conditions of use. The Superintendent or designee shall maintain, repair, make accessible and require employees to use and properly handle protective equipment. (8 CCR 5193(d))

The Superintendent or designee shall provide handwashing facilities which are readily accessible to employees. When provision of handwashing facilities is not feasible, the Superintendent or designee shall provide an appropriate antiseptic hand cleanser in conjunction with clean cloth or paper towels, or antiseptic towelettes. (8 CCR 5193(d))

For the prevention of infectious disease, employees shall routinely: (8 CCR 5193(d))

1. Perform all procedures involving blood or other potentially infectious materials in such a manner as to minimize splashing, spraying, spattering, and generating droplets of these substances.
2. Use personal protective equipment as appropriate.
 - a. Appropriate clothing, including but not limited to, gowns, aprons, lab coats, clinic jackets or similar outer garments, shall be worn in occupational exposure situations.

If a garment becomes penetrated by blood or other potentially infectious materials, the employee shall remove the garment immediately or as soon as feasible. All personal protective equipment shall be removed prior to leaving the work area. When removed, it shall be placed in an appropriately designated area or container for storage, washing, decontamination or disposal.

- b. Gloves shall be worn when it can be reasonably anticipated that the employee may have hand contact with blood, other potentially infectious materials, mucous membranes and nonintact skin, and when handling or touching contaminated items or surfaces.

Disposable gloves shall be replaced as soon as practical when contaminated, or as soon as feasible if they are torn, punctured, or when their ability to function as a barrier is compromised. They shall not be washed or decontaminated for reuse. Utility gloves may be decontaminated for reuse if the integrity of the gloves is not compromised, but must be discarded if they are cracked, peeling, torn, punctured, or exhibit other signs of deterioration or when their ability to function as a barrier is compromised.

- c. Masks in combination with eye protection devices or face shields shall be worn whenever splashes, spray, spatter, or droplets of blood or other potentially infectious materials may be generated and eye, nose or mouth contamination can be reasonably anticipated.
3. Wash hands and other skin surfaces thoroughly with soap and running water:
 - a. Immediately or as soon as feasible following contact of hands or any other skin or mucous membranes with blood or other potentially infectious materials
 - b. Immediately after removing gloves or other personal protective equipment

When handwashing facilities are not available, the employee shall use antiseptic hand cleanser in conjunction with clean cloth or paper towels, or antiseptic towelettes. In such instances, hands shall be washed with soap and running water as soon as feasible.

4. Refrain from eating, drinking, smoking, applying cosmetics or lip balm, or handling contact lenses in work areas with a reasonable likelihood of occupational exposure.
5. Clean and decontaminate all equipment and environmental and work surfaces after contact with blood or other potentially infectious material, no later than the end of the shift or more frequently as required by state regulations.
6. Rather than using the hands directly, use mechanical means such as a brush and dust pan, tongs or forceps to clean up broken glassware which may be contaminated.
7. Use effective patient-handling techniques and other methods designed to minimize the risk of a sharps injury in all procedures involving the use of sharps in patient care.

(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

(cf. 5141.24 - Specialized Health Care Services)

- a. Needleless systems shall be used to administer medication or fluids, withdraw body fluids after initial venous or arterial access is established, and conduct any other procedure involving the potential for an exposure incident for which a needleless system is available as an alternative to the use of needle devices. If needleless systems are not used, needles or non-needle sharps with engineered sharps injury protection shall be used.
 - b. Contaminated needles or other sharps shall not be broken, bent, recapped, removed from devices, or stored or processed in a manner that requires employees to reach by hand into the containers where these sharps have been placed.
 - c. Disposable sharps shall not be reused.

8. Handle, store, treat and dispose of regulated waste in accordance with Health and Safety Code 117600-118360 and other applicable state and federal regulations.

- a. Immediately or as soon as possible after use, contaminated sharps shall be placed in containers meeting the requirements of 8 CCR 5193(d)(3)(D). Containers shall be easily accessible, maintained upright throughout use where feasible, and replaced as necessary to avoid overfilling.
- b. Specimens of blood or other potentially infectious material shall be placed in a container which prevents leakage during collection, handling, processing, storage, transport or shipping.

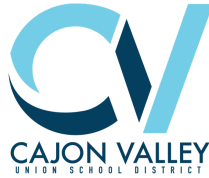
(cf. 4157/4257/4357 - Employee Safety)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.6 - School Health Services)

(cf. 6145.2 - Athletic Competition)



Book	Policies and Regulations
Section	4000: Personnel
Title	EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS
Code	4119.42, 4219.42, 4319.42 BP
Status	Active
Adopted	February 2, 2017

As part of its commitment to provide a safe and healthful work environment, the Governing Board recognizes the importance of developing an exposure control plan. The Superintendent or designee shall establish a written exposure control plan in accordance with state and federal standards for dealing with potentially infectious materials in the workplace to protect employees from possible infection due to contact with bloodborne pathogens, including but not limited to hepatitis B virus, hepatitis C virus and human immunodeficiency virus (HIV).

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157/4257/4357 - Employee Safety)

The Superintendent or designee shall determine which employees have occupational exposure to bloodborne pathogens and other potentially infectious materials. In accordance with the district's exposure control plan, employees having occupational exposure shall be offered the hepatitis B vaccination.

The Superintendent or designee may exempt designated first aid providers from pre-exposure hepatitis B vaccination under the conditions specified by state regulations. (8 CCR 5193(f))

Any employee not identified by the Superintendent or designee as having occupational exposure may submit a request to the Superintendent or designee to be included in the training and hepatitis B vaccination program. The Superintendent or designee may deny a request when there is no reasonable anticipation of contact with any infectious material.

Legal Reference:

LABOR CODE

142.3 Authority of Cal/OSHA to adopt standards

144.7 Requirement to amend standards

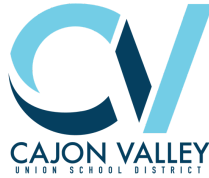
CODE OF REGULATIONS, TITLE 8

3204 Access to employee exposure and medical records

5193 California bloodborne pathogens standards

CODE OF FEDERAL REGULATIONS, TITLE 29

1910.1030 OSHA bloodborne pathogens standards



Book	Policies and Regulations
Section	4000: Personnel
Title	EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS
Code	4119.42, 4219.42, 4319.42 AR
Status	Active
Adopted	February 2, 2017

Definitions

Occupational exposure means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of an employee's duties. (8 CCR 5193(b))

Exposure incident means a specific eye, mouth, other mucous membrane, nonintact skin, or parenteral contact with blood or other potentially infectious materials that result from the performance of an employee's duties. (8 CCR 5193 (b))

Parenteral contact means piercing mucous membranes or the skin barrier through such events as needlesticks, human bites, cuts, and abrasions. (8 CCR 5193(b))

A *sharp* is any object that can be reasonably anticipated to penetrate the skin or any other part of the body and to result in an exposure incident. (8 CCR 5193(b))

A *sharps injury* is any injury caused by a sharp, including but not limited to cuts, abrasions or needlesticks. (8 CCR 5193(b))

Work practice controls are controls that reduce the likelihood of exposure by defining the manner in which a task is performed. (8 CCR 5193(b))

Engineering controls are controls, such as sharps disposal containers, needleless systems, and sharps with engineered sharps injury protection, that isolate or remove the bloodborne pathogens hazard from the workplace. (8 CCR 5193(b))

Engineered sharps injury protection is a physical attribute built into a needle device or into a non-needle sharp which effectively reduces the risk of an exposure incident. (8 CCR 5193(b))

Exposure Control Plan

The district's exposure control plan shall contain at least the following components: (8 CCR 5193(c))

1. A determination of which employees have occupational exposure to blood or other potentially infectious materials

The district's exposure determination shall be made without regard to the use of personal protective equipment and shall include a list of:

- a. All job classifications in which all employees have occupational exposure
 - b. Job classifications in which some employees have occupational exposure
 - c. All tasks and procedures, or groups of closely related tasks and procedures, in which occupational exposure occurs and which are performed by employees listed in item #1b above
2. The schedule and method of implementing:

- a. Methods of compliance required by 8 CCR 5193(d), such as universal precautions, general and specific engineering and work practice controls, and personal protective equipment

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

- b. Hepatitis B vaccination
 - c. Bloodborne pathogen post-exposure evaluation and follow-up
 - d. Communication of hazards to employees, including labels, signs, information and training
 - e. Recordkeeping
3. The district's procedure for evaluating circumstances surrounding exposure incidents
 4. An effective procedure for gathering information about each exposure incident involving a sharp, as required for the log of sharps injuries
 5. An effective procedure for periodically determining the frequency of use of the types and brands of sharps involved in exposure incidents documented in the sharps injury log
 6. An effective procedure for identifying currently available engineering controls and selecting such controls as appropriate for the procedures performed by employees in their work areas or departments
 7. An effective procedure for documenting instances when a licensed healthcare professional directly involved in a patient's care determines, in the reasonable exercise of clinical judgment, that the use of an engineering control would jeopardize an individual's safety or the success of a medical, dental or nursing procedure involving the individual
 8. An effective procedure for obtaining the active involvement of employees in reviewing and updating the exposure control plan with respect to the procedures performed by employees in their respective work areas or departments

The exposure control plan shall be reviewed and updated at least annually and whenever necessary to: (8 CCR 5193(c))

1. Reflect new or modified tasks and procedures affecting occupational exposure
2. To the extent that sharps are used in the district, reflect progress in implementing the use of needleless systems and sharps with engineered sharps injury protection
3. Include new or revised employee positions with occupational exposure
4. Review and evaluate the exposure incidents which occurred since the previous update
5. Review and respond to information indicating that the exposure control plan is deficient in any area

The district's exposure control plan shall be accessible to employees upon request. (8 CCR 3204(e))

Preventive Measures

The Superintendent or designee shall use engineering and work practice controls to eliminate or minimize employee exposure, and shall regularly examine and update controls to ensure their effectiveness. (8 CCR 5193(d))

Hepatitis B Vaccination

The hepatitis B vaccination and vaccination series shall be made available at no cost to all employees who have occupational exposure. The hepatitis B vaccination shall be made available after an employee with occupational exposure has received the required training and within 10 working days of initial assignment, unless the employee has previously received the complete hepatitis B vaccination series, or antibody testing has revealed that the employee is immune, or vaccination is contraindicated by medical reasons. (8 CCR 5193(f))

Employees who decline to accept the vaccination shall sign the hepatitis B declination statement. (8 CCR 5193(f))

The Superintendent or designee may exempt designated first aid providers from the pre-exposure hepatitis B vaccine in accordance with 8 CCR 5193 (f).

Information and Training

The Superintendent or designee shall ensure that all employees with occupational exposure participate in a training program containing the elements required by state regulations, during working hours and at no cost to the employee. This program shall be offered at the time of initial assignment to tasks where occupational exposure may take place, at least annually thereafter, and whenever a change of tasks or procedures affects the employee's exposure. (8 CCR 5193(g))

Designated first aid providers shall receive training that includes the specifics of reporting first-aid incidents which involve blood or body fluids which are potentially infectious. (8 CCR 5193(g))

Reporting Incidents

All exposure incidents shall be reported as soon as possible to the Superintendent or designee.

Unvaccinated designated first aid providers must report any first aid incident involving the presence of blood or other potentially infectious material, regardless of whether an exposure incident occurred, by the end of the work shift. The full hepatitis B vaccination series shall be made available to such employees no later than 24 hours after the first aid incident. (8 CCR 5193(f))

Sharps Injury Log

The Superintendent or designee shall establish and maintain a log recording each exposure incident involving a sharp. The exposure incident shall be recorded within 14 working days of the date the incident is reported to the district. (8 CCR 5193(c))

The information recorded shall include the following, if known or reasonably available: (8 CCR 5193(c))

1. Date and time of the exposure incident
2. Type and brand of sharp involved in the exposure incident
3. A description of the exposure incident, including:
 - a. Job classification of the exposed employee
 - b. Department or work area where the exposure incident occurred
 - c. The procedure that the exposed employee was performing at the time of the incident
 - d. How the incident occurred
 - e. The body part involved in the incident
 - f. If the sharp had engineered sharps injury protection, whether the protective mechanism was activated and whether the injury occurred before, during or after the protective mechanism was activated
 - g. If the sharp had no engineered sharps injury protection, the injured employee's opinion as to whether and how such a mechanism could have prevented the injury
 - h. The employee's opinion about whether any other engineering, administrative or work practice could have prevented the injury

Post-Exposure Evaluation and Follow-up

Following a report of an exposure incident, the Superintendent or designee shall immediately make available to the exposed employee, at no cost, a confidential medical evaluation, post-exposure evaluation and follow-up. The Superintendent or designee shall, at a minimum: (8 CCR 5193(f))

1. Document the route(s) of exposure and the circumstances under which the exposure incident occurred
2. Identify and document the source individual, unless that identification is infeasible or prohibited by law
3. Provide for the collection and testing of the employee's blood for hepatitis B, hepatitis C and HIV serological status
4. Provide for post-exposure prophylaxis, when medically indicated, as recommended by the U.S. Public Health Service
5. Provide for counseling and evaluation of reported illnesses

The Superintendent or designee shall provide the health care professional with a copy of 8 CCR 5193; a description of the employee's duties as they relate to the exposure incident; documentation of the route(s) of exposure and circumstances under which exposure occurred; results of the source individual's blood testing, if available; and all medical records maintained by the district relevant to the appropriate treatment of the employee, including vaccination status. (8 CCR 5193(f))

The district shall maintain the confidentiality of the affected employee and the exposure source during all phases of the post-exposure evaluation. (8 CCR 5193(f))

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

Records

Upon an employee's initial employment and at least annually thereafter, the Superintendent or designee shall inform employees with occupational exposure of the existence, location and availability of related records; the person responsible for maintaining and providing access to records; and the employee's right of access to these records. (8 CCR 3204)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Medical records for each employee with occupational exposure shall be kept confidential and not disclosed or reported without the employee's written consent to any person within or outside the workplace except as required by law. (8 CCR 5193(h))

Upon request by an employee, or a designated representative with the employee's written consent, the Superintendent or designee shall provide access to a record in a reasonable time, place and manner, no later than 15 days after the request is made. (8 CCR 3204(e))

Records shall be maintained as follows: (8 CCR 3204(d), 5193(h))

1. Medical records shall be maintained for the duration of employment plus 30 years.
2. Training records shall be maintained for three years from the date of training.
3. The sharps injury log shall be maintained five years from the date the exposure incident occurred.
4. Exposure records shall be maintained for at least 30 years.
5. Each analysis using medical or exposure records shall be maintained for at least 30 years.



Book	Policies and Regulations
Section	3000: Business and Noninstructional Operations
Title	CAMPUS SECURITY
Code	3515 AR
Status	Active
Adopted	February 2, 2017

The Superintendent or designee shall ensure that the district's campus security plan includes strategies to:

1. Secure the campus perimeter and school facilities in order to prevent criminal activity

These strategies include a risk management analysis of each campus' security system, lighting system, and fencing. Procedures to ensure unobstructed views and eliminate blind spots caused by doorways and landscaping shall also be considered. In addition, parking lot design may be studied, including methods to discourage through traffic. All district schools should be fenced so after-hours and weekend access is restricted to authorized personnel. Such fencing shall not restrict access to playfields by the general public.

The district shall maintain a "Lights Out Policy" at schools and facilities for after hours, weekends and holidays. When lights are equipped with timers, the Director of Maintenance and Operations shall establish a schedule and communicate the schedule to custodial staff.

2. Secure buildings from outsiders and discourage trespassing

These strategies may include requiring visitor registration, staff and student identification tags, and patrolling of places used for congregating and loitering.

The level of after-hours entries shall be kept to a minimum to enhance the personal safety of employees and the security of district property. Hours for entry to district schools and sites shall be determined by the Director of Maintenance and Operations. Information regarding access shall be provided to all employees.

All district facilities shall have monitored intrusion and smoke detector systems.

(cf. 1250 - Visitors/Outsiders)

(cf. 3515.2 - Disruptions)

(cf. 5112.5 - Open/Closed Campus)

3. Discourage vandalism and graffiti

These strategies may include plans to immediately cover graffiti as well as campus beautification projects and shall also include students and the community in these projects.

(cf. 3515.4 - Recovery for Property Loss or Damage)

(cf. 5131.5 - Vandalism and Graffiti)

(cf. 5137 - Positive School Climate)

4. Control access to keys and other school inventory

(cf. 3440 - Inventories)

5. Detect and intervene with school crime

These strategies may include the creation of a school watch program, an anonymous crime reporting system, analysis of school crime incidents, and collaboration with local law enforcement agencies, including providing for law enforcement presence.

(cf. 3515.3 - District Police/Security Department)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5138 - Conflict Resolution/Peer Mediation)

(cf. 5145.9 - Hate-Motivated Behavior)

All staff shall receive training in building and grounds security procedures.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

Keys

All keys used in a school shall be the responsibility of the principal or designee. Keys shall be issued only to those employees who regularly need a key in order to carry out normal activities of their position.

The principal or designee shall create a key control system with a record of each key assigned and room(s) or building(s) which the key opens.

Keys shall be used only by authorized employees and shall never be loaned to students.

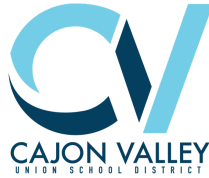
The person issued a key shall be responsible for its safekeeping. The duplication of school keys is prohibited. If a key is lost, the person responsible shall immediately report the loss to the principal or designee.

Electronic Surveillance Policy

Whenever electronic surveillance systems are in place, the following shall occur:

1. Video cameras shall be placed in locations deemed appropriate by the Superintendent or designee and shall not be placed in areas where there is a reasonable expectation of privacy.
2. Notice of such systems shall be placed in student and/or employee handbooks and shall be posted at the main entrance of the district office and on each campus where video camera surveillance is carried out, with such exceptions for special circumstances as the Superintendent or designee may determine.
3. The use and maintenance of electronic surveillance equipment on school grounds, district property, or in transportation vehicles shall be supervised and controlled by the Superintendent, school principal or other designees.
4. The use of video recordings from surveillance equipment shall be subject to other policies of the district including policies concerning the confidentiality of student and personnel records. The district shall comply with all applicable state and federal laws related to record maintenance, retention, and disclosure including the Family Educational Rights and Privacy Act ("FERPA"), California Public Records Act, and Education Code, as well as relevant provisions from existing collective bargaining agreements.
5. Electronic surveillance shall only be used to promote the order, safety, and security of students, staff, property, and other authorized individuals. The district may rely on the images obtained by video surveillance cameras in connection with the enforcement of Board policy, administrative regulations, and other applicable law including, but not limited to, student and staff disciplinary proceedings and matters referred to local law enforcement agencies. Video images may become part of a student's educational record or an employee's personnel record in accordance with applicable law and collective bargaining agreements.
6. In addition to any surveillance that might otherwise be permitted by law, video or audio recording in classrooms will be permitted to promote educational purposes upon the consent of the school principal and teacher.
7. Surveillance systems and all resulting recordings shall be located in a secured area and access to the system and recording shall be strictly limited. Recordings may be reviewed as authorized by the Superintendent or designee by persons with a legitimate educational or operational interest in the information contained therein.
8. Video recordings retained as part of a student's disciplinary record shall be maintained in accordance with law and Board policy governing the access, review, and release of student records.

9. All media viewed or listened to by law enforcement, parents, or any persons outside of authorized school personnel will be documented in a log with the date, time, reason, and names of individuals reviewing the media.
10. Employees shall be responsible for the appropriate use of technology and shall not use any district resources for unethical practices or any activity prohibited by law or Board policy.



Book	Policies and Regulations
Section	3000: Business and Noninstructional Operations
Title	CAMPUS SECURITY
Code	3515 BP
Status	Active
Adopted	February 2, 2017

The Governing Board is committed to providing a school environment that promotes the safety of students, employees, and visitors to school grounds. The Board also recognizes the importance of protecting district property, facilities, and equipment from vandalism and theft.

The Superintendent or designee shall develop campus security procedures which are consistent with the goals and objectives of the district's comprehensive safety plan and site-level safety plans. Such procedures shall be regularly reviewed to reflect changed circumstances and to assess their effectiveness in achieving safe school objectives.

(cf. 0450 - Comprehensive Safety Plan)

Surveillance Systems

The Board believes that reasonable use of surveillance cameras will help the district achieve its goals for campus security. The Superintendent or designee shall identify appropriate locations for the placement of surveillance cameras. Cameras shall not be placed in areas where students, staff, or community members have a reasonable expectation of privacy. Any audio capability on the district's surveillance equipment shall be disabled so that sounds are not recorded.

(cf. 5131.1 - Bus Conduct)

(cf. 5145.12 - Search and Seizure)

Prior to the operation of the surveillance system, the Superintendent or designee shall ensure that signs are posted at conspicuous locations at affected school buildings and grounds. These signs shall inform students, staff, and visitors that surveillance may occur and shall state whether the district's system is actively monitored by school personnel. The Superintendent or designee shall also provide prior written notice to students and parents/guardians about the district's surveillance system, including the locations where surveillance may occur, explaining that the recordings may be used in disciplinary proceedings, and that matters captured by the camera may be referred to local law enforcement, as appropriate.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

To the extent that any images from the district's surveillance system create a student or personnel record, the Superintendent or designee shall ensure that the images are accessed, retained, and disclosed in accordance with law, Board policy, administrative regulation, and any applicable collective bargaining agreements.

(cf. 4112.6/4212.6/4312.6 - Personnel Records)

(cf. 5125 - Student Records)

(cf. 5125.1 - Release of Directory Information)

Legal Reference:

EDUCATION CODE

32020 Access gates

32211 *Threatened disruption or interference with classes*

32280-32288 *School safety plans*

35160 *Authority of governing boards*

35160.1 *Broad authority of school districts*

38000-38005 *Security patrols*

49050-49051 *Searches by school employees*

49060-49079 *Student records*

PENAL CODE

469 *Unauthorized making, duplicating or possession of key to public building*

626-626.10 *Disruption of schools*

CALIFORNIA CONSTITUTION

Article 1, Section 28(c) *Right to Safe Schools*

UNITED STATES CODE, TITLE 20

1232g *Family Educational Rights and Privacy Act*

COURT DECISIONS

New Jersey v. T.L.O. (1985) 469 U.S. 325

ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2000)

75 Ops.Cal.Atty.Gen. 155 (1992)

**A CONTRACT BETWEEN THE
CAJON VALLEY UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**



AMENDED BASED ON 2024-2025 NEGOTIATIONS

TABLE OF CONTENTS

ARTICLE 1	<u>PREAMBLE</u>	1
ARTICLE 2:	<u>RECOGNITION</u>	2
ARTICLE 3:	<u>ASSOCIATION RIGHTS</u>	3-4
ARTICLE 4:	<u>GOVERNING BOARD RIGHTS</u>	5
ARTICLE 5:	<u>HOURS OF WORK</u>	6-8
ARTICLE 6:	<u>EMPLOYEE COMPENSATION</u>	9-15
ARTICLE 7:	<u>VACATION PLAN</u>	16-17
ARTICLE 8:	<u>HOLIDAYS</u>	18
ARTICLE 9:	<u>LEAVES</u>	19-27
ARTICLE 10:	<u>TRANSFER AND REASSIGNMENT</u>	28-29
ARTICLE 11:	<u>EVALUATIONS</u>	30
ARTICLE 12:	<u>EARLY NOTIFICATION RETIREMENT PROGRAM</u>	31
ARTICLE 13:	<u>HEALTH BENEFITS FOR RETIRED CLASSIFIED EMPLOYEES</u>	32-33
ARTICLE 14:	<u>HEALTH BENEFITS FOR CERTAIN DISABLED CLASSIFIED EMPLOYEES</u>	34
ARTICLE 15:	<u>SAFETY</u>	35-38
ARTICLE 16:	<u>CONTRACT GRIEVANCE PROCEDURE</u>	39-41
ARTICLE 17:	<u>REMOVAL FROM BARGAINING UNIT</u>	42
ARTICLE 18:	<u>IMPACTS AND EFFECTS OF LAYOFF</u>	43-45
ARTICLE 19:	<u>TRANSPORTATION DEPARTMENT PROCEDURES</u>	46-51
ARTICLE 20:	<u>PROFESSIONAL GROWTH PROGRAM</u>	52
ARTICLE 21:	<u>SAVINGS CLAUSE</u>	53
ARTICLE 22:	<u>NO STRIKE – NO LOCKOUT</u>	54
ARTICLE 23:	<u>WAIVER</u>	55
ARTICLE 24:	<u>ORGANIZATIONAL SECURITY</u>	56
ARTICLE 25:	<u>REOPENER</u>	57
ARTICLE 26:	<u>DURATION</u>	58

APPENDIX

EXHIBIT A:	<u>AGENCY SHOP ELECTION CERTIFICATION</u>	59-61
EXHIBIT B:	<u>2024-2025 SALARY SCHEDULE</u>	62-67
EXHIBIT C:	<u>2025 MONTHLY CO-PREMIUMS AND ANNUAL DISTRICT CONTRIBUTION</u>	68-70



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Preamble
Code	Article 01
Status	Active
Adopted	February 11, 2025
Last Revised	December 12, 2019

This is an agreement entered into this November 9, 1982, between the Governing Board of the Cajon Valley Union School District and the California School Employees Association and its Chapter 179.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Recognition
Code	Article 02
Status	Active
Adopted	February 11, 2025
Last Revised	December 12, 2019

The Board recognizes California School Employees Association and its Chapter 179 as the exclusive bargaining agent for all classified employees holding those positions described in Exhibit B. The Association accepts the responsibility of cooperating with the Board to ensure services are maintained in a most efficient manner at a reasonable cost.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Association Rights
Code	Article 03
Status	Active
Adopted	February 11, 2025
Last Revised	December 12, 2019

1. The Association recognizes the responsibilities of an exclusive bargaining agent for the unit as described and realizes that to provide maximum opportunities for continuing employment, working conditions, and wages, the Board must maintain a strong economic position. The Association shall cooperate with the Board to assure maximum efficiency and shall cooperate with the District in reducing absenteeism, eliminating tardiness, and other practices which interfere with or reduce the effectiveness of the work program.
2. The Association shall have the right to post appropriate notices of their activities and matters of Association concern on Association bulletin boards at least one of which shall be provided in each administrative unit. The Association shall have the right to reasonable use of District mail service, and for qualified operators to use office equipment necessary to produce Association notices and publications on a no-cost, non-interference with District business basis.
3. Upon proper notification, the Association shall have the right to reasonable use of school facilities for meetings subject to requirements of the Board's Civic Center Policy.
4. Accredited representatives of the Association shall have access to administrative units of the District at reasonable times during working hours provided they obtain approval from the site administrator or his designated representative.
5. Release time of five (5) days for two (2) delegates for the first 150 members and one (1) additional delegate for each 100 members or fraction thereof, not to exceed a maximum of six (6) delegates under this agreement, will be granted for attendance at the annual CSEA Conference.
6. The Association may assign job representatives as needed to a maximum of one representative per work location. The Association agrees to provide the Board with an up-to-date list of current job representatives.
7. Association officers, and job stewards, excluding President, may be authorized release time not to exceed sixteen (16) hours per month to coordinate Association/Board business. Release time shall be subject to approval of the employee's immediate supervisor and may not exceed four (4) hours at any one time. Release time for Chapter President shall be subject to approval of the employee's immediate supervisor and may not exceed four (4)

hours per day for full-time employees or one-half the assigned workday for part-time (less than eight-hour employees) at any one time nor sixteen (16) hours per month. Release time of four (4) hours on any workday for full-time employees shall not exceed one-half ($\frac{1}{2}$) day per month; all other release time shall be taken in increments of two (2) hours or less.

8. The Board shall allow a period of ninety (90) minutes at the end of the District orientation meeting for Association business if a District orientation meeting is held.

9. Video Surveillance And Global Positioning Systems (GPS)

The District and unit members shall not engage in any tape/video recordings of bargaining unit members' meetings or employee conferences without prior notice and agreement of all parties in attendance.

Recognizing the need to maintain a safe and secure environment, the District and CSEA agree that the primary purpose of electronic surveillance on buildings, school buses, and GPS systems installed in District vehicles is to promote the order, safety, and security of students, staff, and property and is not intended for employee discipline.

The District and CSEA agree that surveillance cameras and GPS systems are not intended to replace or circumvent the supervisory or managerial responsibilities associated with employee supervision or discipline. The District will not utilize the information generated by the surveillance or GPS systems as a means to make accusations absent proper investigation.

Surveillance cameras will not be installed for the purpose of monitoring employee actions without reasonable suspicion, prior authorization of the Superintendent or designee and notification to the CSEA President, Chapter 179 with the basis for the action. If a surveillance camera records an employee violating District policies that would generally give rise to disciplinary action or committing a crime, the District may use that video evidence in disciplinary proceedings. Employees shall be given an opportunity to view any video recording that is considered as a basis for discipline prior to the implementation of the discipline. The District shall provide an annual notification to all unit members that worksites are subject to video surveillance.

The District will use its best efforts to ensure that the pulling of surveillance videos, in response to a complaint against personnel, will be performed by a supervisor.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Governing Board Rights
Code	Article 04
Status	Active
Adopted	February 11, 2025
Last Revised	December 12, 2019

Except as limited by the provisions of this Agreement, the management of the District and the direction of the working force, including the right to hire, promote, transfer, discharge, discipline for proper cause, and to maintain efficiency of the employees, is the responsibility of the Board. In addition, the work to be performed, the location of the work, the method and processes, and the decision to make or buy are solely and exclusively the responsibility of the District provided that in the exercise of such functions, the District shall not discriminate against employees because of participation in legitimate activities on behalf of the Association. The foregoing enumeration of Board rights shall not be deemed to exclude other rights of the Board not specifically set forth herein. The Board, therefore, retains all rights not otherwise specifically limited by this Agreement and the non-utilization of any Board right does not mean that the Board shall not maintain said right.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Hours of Work
Code	Article 05
Status	Active
Adopted	February 11, 2025
Last Revised	September 29, 2023
Prior Revised Dates	12/12/19

1. Workweek

The District workweek shall begin at 12:01 a.m. on Sunday and end at 11:59 p.m. the following Saturday. This is established for the purpose of payroll computation. The individual workweek within the District workweek shall consist of forty (40) hours of five (5) consecutive days, Monday through Friday. However, individual workweeks may be assigned other than Monday through Friday when the needs of the District so require with the agreement of an employee.

2. Workday

Eight (8) consecutive hours except for the meal period, shall constitute a normal workday.

3. Hours of Work

Unit members who are assigned to work at least four (4) days per week in shifts requiring at least three (3) hours of service after six (6:00 p.m.) shall receive, in addition to the regular rate of pay, a shift differential of five (5%) percent.

4. Meal Period

Each employee who works five (5) or more consecutive hours shall be entitled to at least a thirty (30) minute uninterrupted, duty-free lunch period. Lunch will normally be scheduled midway during the workday. Any employee directed to work during his/her lunch period shall be paid at the appropriate rate consistent with other provisions of this article.

5. Rest Periods

Each employee shall be entitled to two rest periods per eight (8) hour workday. Each rest period will consist of fifteen (15) minutes and will normally be taken toward the mid-point of each four (4) hour work period. Employees working from 6 - 7.99 hours shall receive two (2) ten (10) minute breaks. Employees working from 3 - 5.99 hours shall receive one (1) ten (10) minute break. During extreme weather conditions, supervisors will make every attempt to modify the work assigned to ensure the well-being of the employees. Whenever

possible, modification of the employee's workday will be considered while meeting the overall needs of the district.

6. Overtime

Overtime will be compensated at a rate of pay equal to time and one-half of the regular rate of pay of the employee involved. Overtime is defined as time worked in excess of a normal eight (8) hour day, or in excess of forty (40) hours in any workweek. Overtime requests must be authorized by the immediate supervisor. Normally such authorization shall be attained prior to the overtime work period. In unusual circumstances, when prior approval is not possible, an employee may submit his/her report of overtime hours worked together with supportive rationale to their supervisor for approval. Such reports must be submitted the first working day following the overtime work performed. An employee shall be compensated for any work required to be performed on the sixth and seventh day following the commencement of the workweek, at a rate of 1 ½ times the regular rate of pay for the assigned employee. Hours worked on holidays or when assigned to work during a vacation period will be compensated for at the overtime rate in addition to holiday/vacation pay.

7. Overtime Distribution

All overtime work shall be rotated and equally distributed among the employees in a department in which overtime work is to be performed. An exception to rotation may be made when an employee declines overtime or when it is determined the job to be performed requires special skills.

8. Call in Time

Any employee who is called and reports to work outside of their regular work assignment shall receive a minimum of two (2) hours pay at the appropriate rate.

9. Standby Time

Standby time is defined as that time outside normal assigned work hours when an employee is required to remain in a restricted area, at home, or in the presence of a telecommunications device, for immediate response to work. Such an employee will be compensated as follows:

One and one-half hour for each day serving in stand-by status, based upon individual employee's salary placement, except on major holidays designated as in ARTICLE XIII - HOLIDAYS. The compensation for these designated holidays shall be two and one-half hours for each holiday.

Standby time is compensation in addition to any hours worked under call-in time.

10. Compensatory Time

Compensatory time is time earned for work in addition to the scheduled workday or workweek by an employee. Compensatory time may be authorized in lieu of cash compensation not to exceed an accumulated three (3) workdays at any point in time. Each eight (8) hour employee, when authorized and with approval of their principal or department head, may elect to earn compensatory time in lieu of payment for overtime on a 1 ½ time basis. Each employee with a scheduled workday less than eight (8) hours, and with the approval of the principal or department head may earn compensatory time on a straight time basis. Compensatory time may be taken with the approval of the principal or department head at a mutually agreeable time and shall normally be used within ninety (90) days of the dates earned. A record keeping system relating to compensatory time

shall be maintained at each job site and be made available to employees upon request.

11. Increase in Hours

When an existing part-time position is assigned an increase in time of one hour or more per day or when a position is assigned time that results in a change in benefits status, the position shall be treated as a vacancy and posted for transfer. The incumbent in the position being increased may submit a transfer request and shall be considered along with other transfer candidates. If the position is not filled through the transfer process, unit members on the re-employment list will be contacted in order of seniority. If a unit member is displaced during this process, the unit member shall have bumping rights as outlined in Article XVIII: Impacts and Effects of Layoff. Increased hours to existing part time positions of less than one (1) hour, that do not change benefit status, shall be assigned to the current incumbent.

12. Payroll Calculation

For the purpose of payroll calculations, 2080 hours per year shall be used.

13. Sick Leave and Vacation Balance Report

Sick leave and vacation balance shall be provided to all work sites annually prior to the last workday in January.

14. Training

Should the district require a unit member to participate in any form of in-service training program, the unit member shall suffer no loss in compensation. If a unit member is required to participate in any form of in-service training program outside their normal contract time, the unit member will be paid for their attendance.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Employee Compensation
Code	Article 06
Status	Active
Adopted	February 11, 2025
Last Revised	January 28, 2025
Prior Revised Dates	09/29/2023; 01/15/2025

1. A total of 1.0% ongoing dollars will be applied to the 2024-2025 salary schedule effective July 1, 2024.
2. A total of 3.0% off-schedule one-time payment will be issued. If all employees in any other District bargaining unit receive an increase in total compensation to salary and benefits, the same percent shall be applied to the classified bargaining unit.
3. Minimum Wage

The parties agree to request a reclassification study/recommendation by the Personnel Commission to the parties no later than September 2020 which looks at the impacts of the California State Minimum Wage and the classified job range placement on the CSEA salary schedule due to the fact the following positions may not meet the State minimum wage requirement beginning January 2021:

- Campus Aide
 - Child Nutrition Worker I
 - Extended Day Program Aide
 - Locker Room Attendant
 - Office Aide
 - SECA Trainee
4. A regular employee who substitutes for an absent employee within their regular classification will be paid their regular hourly rate.
 5. A regular employee who volunteers to substitute for an absent employee, or in a vacancy, within a lower classification, will be paid at the substitute rate for the classification in which they are working.
 6. A regular employee who substitutes in a higher classification than their own will be paid at the established substitute rate for that classification (this does not refer to an out-of-class assignment).

7. Working Out-of-Class Differential Pay and Stipends

The District shall compensate employees for work outside the scope of their current classification as follows:

a. Working Out of Class

- i. When an employee is required to work in a higher classification for more than five (5) days within a 15-calendar day period, the employee shall be compensated for each day so worked at the salary step of the higher classification, in which they are working, that represents an increase of at least seven (7) percent.
- ii. Child Nutrition Workers required to work in a higher classification for five (5) days or less in lieu of their regular position shall be compensated at their regular hourly rate plus five percent (5%).

b. Individualized Support (IS) Differential – Extended Day Program

Extended Day Program Aides assigned as the primary support provider to program participants requiring specialized physical or behavioral assistance shall be compensated with a pay differential of five percent (5%) of the hourly rate for their contract hours as long as the student is in the program.

When a secondary support provider is required to take over the responsibilities of the primary support provider for more than five days in a fifteen-day period, they will be entitled to the IS Differential pay. In instances where the five day minimum is not met, but the responsibilities are required for a number of consecutive days and can be predicted, the differential may be granted.

Eligibility: The IS Differential will be available to EDP Aides assigned to be the primary support provider and have completed a training program designed for the specific student(s) requiring individualized support. Employees will be provided release time to attend training or will receive additional paid time. Training will follow District protocol.

c. Individualized Support (IS) Stipend – Diastat

When a bargaining unit member volunteers and is assigned as the primary support provider to administer Diastat to a student they shall receive an annual stipend not to exceed \$1,600.00. The annual stipend will be prorated based upon the percentage of the student year the employee is assigned to provide support to the student. The employee will be compensated at the annual rate of \$200.00 per hour assigned to work directly with the student. The Diastat stipend will be paid on a monthly time card to ensure timely and accurate payment.

In the absence of the primary support provider, any unit member who volunteers, is qualified and is temporarily assigned to provide support services for more than five days within a fifteen-day period will receive out-of-class pay in accordance with Article VI: Employee Compensation, Section 5.A. Working Out-Of-Class.

Eligibility: The IS Stipend will be available to bargaining unit members who have volunteered and are assigned to be the primary support provider and have completed a

training program designed for the specific student(s) requiring individualized support. Employees will be provided release time to attend training or will receive additional paid time. Training will follow District protocol and meet all legal requirements for employees who volunteer to administer Diastat. Employees must be deemed competent to provide the specialized support required for that student. No unit member who has not volunteered and been trained in accordance with law shall be required to provide medical emergency medical assistance involving the administration of Diastat.

8. Pay for Service During Non-Contract Time

a. Service During Vacation Camps – Extended Day Program

Extended Day Program Leads and Assistant working as Extended Day Program Aides during Summer, Winter, and Spring vacations shall be compensated at the Program Aide range, step 5 of the Classified Employees' Salary Schedule.

Eligibility: Eleven-month staff and Student Aides may apply to work the vacation programs. Seniority will be the primary factor in staff selection and priority will be given to staff who met previous vacation work commitments.

b. Additional work for the Extended Learning Opportunities Program (ELOP/Camp Cajon/Camp Sunrise/Sunset and Extended School Year (ESY) will be considered in the following order:

1. Assigned Site

2. Classification

3. Seniority Classified Staff working the ELOP/Camp Cajon/Camp Sunrise/Sunset and ESY in their own classification will be compensated at their current Range and Step. Classified Staff working the ELOP/Camp Cajon/Camp Sunrise/Sunset and ESY in a higher classification will be compensated no less than their hourly rate.

c. A classified employee shall, for service performed as herein, receive on a pro-rata basis, not less than the compensation and benefits, which are applicable to that employee during the regular academic year. Classified employees accepting a summer position shall receive applicable credit for steps and longevity (Education Code 45102)

9. Review of Positions

The Classified Personnel Administrator shall review the duties and responsibilities of positions as necessary to determine their proper classification. For the years 2024-2029, the review of positions will be conducted on a five (5) year cycle. The financial impacts of implementation will be discussed at the onset of the study. If it is found that a position or positions should be modified, the Classified Personnel Administrator shall advise the Administration of the findings. The Classified Personnel Administrator shall report the recommendations of the District Administration regarding the findings of the Classified Personnel Administrator to the Association and the Personnel Commission. The Classified Personnel Administrator shall also report the findings in cases where the review indicates that no change in classification is necessary.

Where negotiations are required, the District and the Association will attempt to reach agreement on items prior to presentation of such items to the Personnel Commission for action. Should a recommendation be presented and approved by the Personnel Commission prior to reaching

agreement with the Association, implementation of those recommendations requiring negotiation shall be delayed until either agreement is reached or bargaining obligations have been met. When the District and the Association have agreement prior to Personnel Commission action, implementation shall become effective the day after the Personnel Commission action.

10. Health and Dental Programs

For the 2024-2025 benefit year, the parties agreed to participate in the Voluntary Employee Benefits Association insurance trust (commonly referred to as "VEBA"). Participation in insurance plans is subject to all VEBA rules and regulations. The plans available to unit members for the 2024-2025 benefit year shall be the Kaiser HMO 10/10 Plan, the UnitedHealthcare (UHC) Performance HMO (Network 1), the UHC Signature Value Alliance 20/30, Nexus ACO Select Plus PPO 80/50 – No HRA, UHC Journey Plan – Harmony, UHC Journey Plan – Alliance or the SIMNSA (Mexico Plan) HMO. Eligible employees may select dental coverage through the Delta Dental PPO or DeltaCare USA HMO dental plans.

a. District Contribution

The District shall contribute toward the annual cost of health benefits as set forth in Exhibit 1.

District Contribution will set the employer/employee ratio at 75/25 for Kaiser, UnitedHealthcare (UHC N1), and SIMSA, (75% paid by the District and 25% paid by the employee). The employee paid co-premiums will be set based on a formula in which the District will contribute 75% of the increases and the employee will pay 25% of the increases for Kaiser, UHC N1, and SIMSA. Exhibit 1 will be modified accordingly.

Dependent children will be eligible for coverage until age 26.

Employees Working 6.75 Hours or More

Employee Contribution Employees working 6.75 hours or more will pay for the cost of health benefits that exceed the District contribution amounts set forth in Exhibit 1. The employee co-premium amounts are calculated by subtracting the District contribution from the plan cost and dividing by eleven (11) to determine the monthly payroll deduction.

Employees Working 4 to 6.74 Hours Per Day Contribution

Employees working 4 to 6.74 hours per day will pay the difference between the cost of the plan and the amount of District contribution set forth in Exhibit 1, through eleven (11) monthly payroll deductions.

b. Employee Coverage

Employees working 6.75 to 8 hours per day, for at least four (4) days per week, may elect Employee Only, Employee Plus One or Employee Plus Family medical and dental benefits based upon eligibility. Employees may elect coverage under either the Kaiser HMO 10/10, UnitedHealthcare (UHC) Performance HMO (Network 1), UHC Signature Value Alliance 20/30, Nexus ACO Select Plus PPO 80/50 – No HRA, UHC Journey Plan – Harmony, UHC Journey Plan – Alliance, or SIMNSA (Mexico Plan) HMO. Eligible employees may select dental coverage through Delta Dental PPO or DeltaCare USA HMO dental plans. Effective

December 1, 2024, the cost of premiums for these plans are reflected in the published open enrollment documentation.

Employees working 4 to 6.74 hours per day, for at least four (4) days per week, may elect Employee Only medical and dental benefits. Employees may elect coverage under either the Kaiser HMO 10/10, UnitedHealthcare (UHC) Performance HMO (Network 1), UHC Signature Value Alliance 20/30, Nexus ACO Select Plus PPO 80/50 – No HRA, UHC Journey Plan – Harmony, UHC Journey Plan – Alliance, or SIMNSA (Mexico Plan) HMO. Eligible employees may select dental coverage through Delta Dental PPO or DeltaCare USA HMO dental plans. Effective December 1, 2024, the cost of premiums for these plans are reflected in the published open enrollment documentation.

Employees working 4 to 6.74 hours per day, may elect, at their own cost, to cover eligible family members under the District's medical and dental plans.

In any year in which there is no agreement regarding health benefits, the Association shall have the right to negotiate with the District through November 30, and the District will not implement an increase in the benefit payroll deduction. Effective December 1 of that year, the District shall have the right to adjust the monthly payroll deduction to reflect the increased cost of benefits that exceed the maximum District contribution. This adjustment will begin on the December paycheck, for health and dental program increases taking effect on January 1.

c. Opt-Out/Waiver of Benefits

1. Opt-Out:

Effective December 1, 2006, District employees who are eligible for benefits, and who have chosen to opt-out of benefits to receive a \$1,200.00 annual stipend may continue that practice. Under VEBA rules, no additional employees will be permitted to opt-out of benefits. Once a "legacied" employee ceases to opt-out of health benefits they have lost their ability to return to this status in the future. Employees continuing to opt-out of benefits must follow established District rules each year regarding written proof of other insurance coverage.

- i. Employees continuing to exercise this option must show written proof that they are insured through an outside entity.
- ii. Employees continuing to exercise this option must complete and submit a Medical Insurance Waiver Statement to the district's Payroll Department during the open enrollment period.
- iii. Employees who do not provide the required documents within the specified open enrollment period each year will permanently lose their ability to waive benefits.

2. Waiver of Health Benefits:

- i. Employees who provide proof of insurance may waive health benefits separate from the opt-out provision above. Employees must elect this option during the open enrollment period or upon experiencing a qualifying event through the

submission of the Medical Insurance Waiver statement to the District's Payroll Department.

Employees do not receive financial compensation for electing to waive health benefits.

- ii. Employees with a spouse/domestic partner employed in the District may waive health benefits coverage by completing the health enrollment form and marking the "Spouse No Co-Pay" coverage category. The spouse/domestic partner providing coverage must list the dependent employee on their health enrollment form to ensure coverage. Employees must elect this option during the open enrollment period or upon experiencing a qualifying event through the submission of the Medical Insurance Waiver statement to the District's Payroll Department. Employees do not receive financial compensation for electing to waive health benefits.

11. Longevity

Commencing on July 1, 2010, longevity increments have been modified and incorporated into salary schedule. See Exhibit B. The implementation of the restructured salary schedule has been funded in lieu of a one-time off-schedule salary disbursement.

12. Salary Advancement

Anniversary and step increments are aligned to July 1st such that all unit members receive credit for a year of employment annually on July 1st.

Bargaining unit members hired before July 1, 2023, shall receive credit for one year of employment annually on July 1st directly before their corresponding step advance date. (Example: Step advance date of 8/1/2023 and 9/1/2024 would both advance a step on 7/1/2024).

Bargaining unit members hired on/after July 1, 2023, and with hire dates on July 1st to December 31st, shall receive one year's credit annually on July 1st directly before their corresponding hire date anniversary. (Example: Hire date 10/1/2023 would advance a step on 7/1/2024).

Bargaining unit members hired on/after July 1, 2023, and with hire dates on January 1st to June 30th shall receive credit for one year of employment annually on July 1st directly after their corresponding hire date anniversary (Example: Hire date of 2/1/2024 would advance a step on 7/1/2025).

During subsequent years of employment, bargaining unit members must be in paid status a minimum of 75% of their contract year to receive step advancement.

13. Income Protection Plan:

The Standard

14. Classified School Employee Summer Assistance Program (CSESAP):

The District and the Association will participate in the Classified School Employee Summer

Assistance Program ("CSESAP") established by the California Department of Education ("CDE") pursuant to Education Code section 45500 during such time as the State provides funding for the CSESAP.

The District and Association will provide notice of the CSESAP to all classified bargaining unit members each year with eligibility and timelines of the CSESAP, including an explanation of the terms and conditions of the CSESAP, and assist employees with understanding the terms and conditions of the CSESAP.

In the event that the State matching funds which are provided from the State to the District under the CSESAP are not provided on a dollar-for-dollar basis, the District shall not be liable for funding any of the State's unmatched portion of this program. The District and the Association specifically agree that the CSESAP is solely funded by the State and that the District shall be held harmless by the Association if the CDE fails to fulfill its obligations to meet deadlines or fund the program.

In any year that the State fails or refuses to appropriate funds the District shall have no obligation to continue the CSESAP.



Book CSEA Association Contract
Section CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title Vacation Plan
Code Article 07
Status Active
Adopted February 11, 2025

1. All classified employees, permanent or probationary, shall earn vacation at the prescribed rates. Vacation shall not be a vested right of employees not completing the six-month probationary period. Vacation benefits shall be earned annually from July 1 through June 30.

2. Accumulation Schedule:

1-3 years of service.....	13 days (1.08 days per month of service)
4-8 years of service.....	15 days (1.25 days per month of service)
9-12 years of service.....	17 days (1.42 days per month of service)
13-16 years of service.....	20 days (1.67 days per month of service)
17-20 years of service.....	22 days (1.83 days per month of service)
21+ years or more of service.....	25 days (2.08 days per month of service)

Vacation time for employees who work less than 12 months a year will be prorated. Any classified employee working nine months or more shall earn not less than ten days of vacation.

3. Vacation pay shall be at the employee's current rate. An employee whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.
4. Vacation schedules shall be coordinated with the employee and prepared by the administration. Vacation periods may be taken at times convenient to the employee, consistent with the needs of the service and workload of the administrative unit. Vacation may be taken in units of not less than two (2) hours.
5. Upon termination, if eligible, an employee shall be paid for his accumulated vacation credit at the rate of pay applicable to his last regular assignment.

6. When a Board designated local or legal holiday falls during the scheduled vacation of any classified employee, the holiday will not be charged against the employee's earned vacation.
7. Classified employees may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service. The employee must supply notice and supporting information as a basis for such interruption or termination.
8. Considering required planning and expenses associated with employee vacation time, approved vacation should not be canceled under normal circumstances. Should it become necessary to cancel approved vacation due to needs of the service or workload of the administrative unit, an employee may request that such a decision made by his/her immediate supervisor be reviewed by the Superintendent, or designee, or another appropriate District-level administrator. In the event a unit member is subsequently denied an approved scheduled vacation (via a documented approved leave request), the employee shall be compensated at the rate of time-and-one-half (1 ½) for all hours worked during the scheduled and approved vacation period.
9. Employees are encouraged to use vacation days to which they are entitled. Earned vacation time may be carried over not more than one school year. Employees approaching the maximum vacation accrual shall be notified in writing four months prior to the end of the fiscal year. The employee, with supervisor, shall make every attempt to schedule vacation days prior to June 30.
10. Any accrual of vacation days in accordance with California Education Code 45197 above the contractual maximums referenced in Section 2 above shall be either paid out to employees on a standard wage check or shall be scheduled as necessary to keep employees under the contractual maximums.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Holidays
Code	Article 08
Status	Active
Adopted	February 11, 2025

All classified employees in the bargaining unit shall receive ten (10) legal and six (7) local holidays each year. Beginning with June 19, 2022, the District will recognize Juneteenth (June 19) as a District paid holiday. The legal holidays shall be as follows:

- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- Juneteenth

The District and CSEA shall meet annually prior to the ensuing year for the purpose of scheduling holidays on the school calendar.

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

Employees in the bargaining unit who are not normally assigned to duty during the school holidays on December 25 and January 11 shall be paid for those holidays and any local holidays in the period provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Leaves
Code	Article 09
Status	Active
Adopted	February 11, 2025
Last Revised	January 15, 2025
Prior Revised Dates	09/29/2023

1. Sick Leave

This includes all personal illness or off duty accidents to the employee. Employees may access all available sick leave in the event the employee needs to obtain or seek any relief or medical attention for themselves or their child due to being a victim of domestic violence, sexual assault, or stalking. This includes utilizing sick leave to take time off from work to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. Employees may also utilize sick leave to take time off from work for any of the following purposes:

- a. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- b. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- c. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- d. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- e. Regular full-time classified employees of the District are entitled to yearly sick leave with full pay at the rate of one (1) day per month accumulated without limit. Regular classified employees working less than 12 months, or less than 8 hours per day, shall be credited for sick leave prorated in accordance with hours worked.
- f. All permanent classified employees may use sick leave from the first day of their work year, even though they are unable to report for duty. For accounting purposes, the supervisor or the personnel office must be notified. Both annual and accumulated sick

leave may be used, but the annual sick leave will be refunded by the employee if not earned during the school year it is taken.

- g. All probationary classified employees shall be eligible to take not more than six (6) days or the proportionate amount of sick leave which they are entitled until the first day of the calendar month following six (6) months' probation.
- h. A classified employee shall once a year be credited with a total of not less than 100 working days of sick leave, not accumulative. In the event illness occurs, current and accumulative sick leave at full pay will be deducted from the 100 working days and compensation for the remainder of the 100 days shall be at 66-⅔ percent; any differential pay used must be supported by a written statement from a medical advisor.
- i. According to the rules established by the Administration, an employee shall report his or her absence.
- j. When an employee's absence rate appears to be excessive, a written statement from a medical advisor, verifying the nature and degree of illness may be required. Frequent absences may require the employee to submit to a physical examination by a qualified medical advisor selected by the District. The cost of such examination will be paid for by the District.
- k. An employee reporting for duty who cannot continue because of illness through the first 25 percent of the workday will be considered absent for one whole day. An employee reporting for duty who cannot continue because of illness from more than 25 percent to 75 percent will be considered absent for one-half day. An employee who completes more than 75 percent of the workday shall not be charged sick leave. This provision may only be utilized for a maximum of two workdays per school year. Employees will be charged in fifteen (15) minute increments for absences that exceed the two-day maximum.
- l. Calamitous/Catastrophic Event Leave: The District and CSEA desire to create a bank of sick leave days from which eligible bargaining unit members may apply for additional sick days when they or their family members are suffering from a catastrophic illness, injury or calamitous event. In such instances, the unit member will exhaust available paid leaves leave prior to accessing the bank.

i. Definitions

- a. Bargaining Unit Member Illness/Injury: In cases affecting a bargaining unit member, a catastrophic illness or injury is defined as one that is expected to incapacitate the bargaining unit member for an extended period of time and which causes the bargaining unit member to exhaust all fully paid leave. An extended period of time is defined as in excess of 30 workdays/6 work weeks. Leave bank donations will run concurrent with the 100 days of extended illness leave (commonly referred to as differential pay, Article IX: Leaves, Section 1(d)).
- b. Care for Ill/Injured Family Member: In cases affecting a bargaining unit member's family, a catastrophic illness or injury is defined as an instance that requires the employee to take time off from work to care for that family member that is expected to be incapacitated for an extended period of time. Family members are those defined in Article IX: Leaves, Section 5. Bereavement Leave, Subsections A-S. Proof that the unit member is required to assist the family member will be required. In such instances, the unit member will apply to the leave bank. Should the Leave Bank

Committee determine eligibility, the unit member shall exhaust available paid leaves leave prior to accessing the bank. Unit members who qualify for catastrophic leave to care for a family member will be able to utilize their sick leave prior to receiving donations from the leave bank. An extended period of time is defined as in excess of 30 workdays/6 work weeks.

- c. Maternity: Maternity leaves shall be considered catastrophic only if qualified as defined.
- d. Calamity: A calamitous event is an event of significant nature such as flood, fire, earthquake, etc. In such instances, the unit member will exhaust available paid leaves leave prior to accessing the bank. Unit members who qualify for calamity leave will be able to utilize their sick leave prior to receiving donations from the leave bank.
- e. Members Utilizing Workers Compensation: Employees absent from work due to a work-related injury are not eligible to apply for sick leave from the bank as leave provisions and wage payments are separately provided for under Workers' Compensation. Once the employee has exhausted sixty (60) industrial leave days, they are eligible to apply for up to twenty (20) days from the leave bank.
- f. Leave Days: For the purposes of the Catastrophic Leave Program, "days" will be defined as the hour's equivalent to a unit member's respective workday.

ii. Management

- a. The governance shall be a joint responsibility of the Association and the District. The Committee shall consist of three (3) members, two (2) selected by the Association and one (1) selected by the District. The Association President shall designate the Chair. Approval/disapproval of the leave shall be by a majority vote.
- b. All requests will be answered in writing within ten (10) workdays of the decision. Strict confidentiality shall be maintained.
- c. When the days in the bank are projected to drop below one hundred (100) days/800 hours, additional voluntary contributions will be solicited. Should there be insufficient voluntary contributions to maintain the bank, the District and the Association shall request additional donations. In the event that an adequate number of donations are not received, the bank will be disbanded and the remaining contributions will be proportionately returned to active members of the bank.

iii. Denial

- a. Bargaining unit members who are injured or become ill while on an unpaid leave of absence are not entitled to the use of the Bank until such time as they are scheduled to return from the leave and have exhausted their accumulated sick leave and differential leave.
- b. If the committee denies a request for a withdrawal from the bank, the bargaining unit member making the request shall be notified in writing of the reason for denial. Unit members subject to denial may resubmit their request with new or additional information.

- c. If the committee has insufficient days to fund a withdrawal request, neither CSEA the Committee or the District shall be under any obligation to pay the unit member.

iv. Eligibility

- a. Use of the bank shall be available to all bargaining unit members who have made a donation of the number of hours equivalent to at least one (1) of the unit member's workdays to the bank. Donations must be made during established open enrollment periods or upon request by the Committee.
- b. New unit members will not be eligible for this program until they have passed their probationary period. At the completion of their probation, the unit member will be eligible for the program up to the next open enrollment period. To maintain program eligibility beyond that time the new employee, must donate a minimum of one day at the next open enrollment period.
- c. If a bargaining unit member does not join at the first eligibility opportunity, he/she must wait until the next enrollment opportunity, and eligibility will become effective 30 calendar days after the first contribution.
- d. In a calamitous leave situation, employees are required to exhaust available leave prior to accessing the leave bank.
- e. Unit members on an illness and disability leave at the time the bank is formed will not need to donate a day in order to be eligible. Upon return to employment, the employee shall be given the opportunity to donate one day to the bank.
- f. Proof of need must be included in every request to use the bank.

v. Responsibilities

- a. The District shall provide the committee with the names of all bargaining unit members who have joined and are currently enrolled in the bank.
- b. The District shall verify an applicant's sick leave to the committee and provide the applicant's remaining paid leave balance.
- c. The Association shall help solicit donations during the period of District open enrollment.
- d. When the leave bank falls below one hundred (100) days/800 hours, the District shall notify the Association and the Association shall solicit bargaining unit members for donations of sick leave for the bank.

vi. Donations

- a. All donations are voluntary and irrevocable.
- b. Donations shall be made in daily increments from a minimum of one (1) day to a maximum of five (5) days per year. Employees must have a positive illness leave balance to be eligible to donate to the bank. Employees with less than one years' illness leave balance may only contribute one day.

c. Donations to the bank are general and are not to a specific member.

vii. Withdrawals

a. Withdrawals shall be granted in units of the number of hour's equivalent to one (1) workday of the unit member with a maximum withdrawal of eighty (80) workdays per event.

b. Participants may request additional days as bank withdrawal expires.

viii. Days approved but not used shall be returned to the bank.

ix. Decisions of the Committee are final and are not subject to the grievance procedures.

m. Maternity Leave:

Effective January 1, 2025, following childbirth, permanent unit member(s) shall have six (6) work weeks of fully paid maternity leave during the pregnancy disability period. The leave may only be taken on "contract days" for which unit members are paid (weekends and breaks do not count against the six (6) work weeks. These maternity leave days shall not be deducted from the unit member's accumulated leave balance. If any portion of the unit member's pregnancy disability period falls outside of their work year, the unit member may use the remainder of the maternity leave within one (1) calendar year of the birth of the child in increments of no less than one (1) week. It is the responsibility of the bargaining unit member to notify the District and provide documentation regarding the childbirth.

n. Parental Leave:

Effective January 1, 2017, sick leave may be used for parental leave. Parental leave is defined as leave taken for the birth of a child of the employee or placement of a foster or adoptive child with the employee. When an employee has exhausted all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave, the employee shall be compensated at the differential pay rate described in paragraph 1.d of this article for the remaining portion of the 12-workweek period of parental leave. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period. Parental leave taken pursuant to this paragraph shall run concurrently with parental leave taken under the Family Medical Leave Act or the California Family Rights Act. The basic minimum duration of parental leave is two weeks. However, the District shall grant a request for parental leave of less than two weeks duration on any two occasions. The purpose of this paragraph is to comply with Education Code 45196.1.

2. Up to half the annual allocation of sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's family member.

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

3. Industrial Accident and Industrial Illness Compensation Leave

All regularly employed classified personnel shall be entitled to industrial accident and illness leave under the following rules and regulations:

- a. Allowable leave for each industrial accident or industrial illness shall be during the days which the schools of the District are required to be in session, or when the employee otherwise would have been performing work for the District and shall not exceed sixty (60) such days for eligible personnel.
 - i. The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as such by the Workers' Compensation Agency.
 - ii. Allowable leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award. Such leave shall not be accumulated from year to year.
 - iii. When an employee is absent from duty on account of industrial accident or illness, the employee shall be paid such portion of the salary due for any month in which the absence occurs. This, when added to the temporary disability indemnity, shall result in a payment of not more than full salary.
 - iv. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of industrial accident or illness. The District, in turn, shall issue the employee appropriate salary warrants for payment of salary and shall make retirement and other authorized deductions.
 - v. When an employee is absent from duty on account of an industrial accident or illness, he or she shall submit within the first seven (7) days of leave, a statement from a licensed physician or other evidence as may be required by the District affirming that the industrial accident or illness does exist and did occur while performing work for the Cajon Valley Union School District. The Board of Education may require the employee to submit to a physical examination by one of several physicians selected by the Board at any time during leave at District expense.
 - vi. Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave and absence. Sick leave may commence upon termination of industrial accident or illness leave. If the employee continues to receive temporary disability indemnity, that employee may elect to take as much accumulated sick leave, which, when added to temporary disability indemnity, will result in payment of not more than full salary.

4. Personal Necessity Leave

Personal Necessity Leave (PN) as defined in Education Code 45207

During any year an employee may elect to use annual allocation of sick leave benefits for personal necessity. The days allowed for this purpose shall be limited to a maximum of seven (7) days. These days shall be deducted from and may not exceed the number of fully paid days of sick leave to which the employee is entitled. Personal necessity is intended for use in situations beyond the employee's immediate control which would compel an individual to be absent from his or her duties, examples include:

1. Serious illness in the immediate family
2. Medical or dental appointment requiring at least a half-day
3. Accident involving employee or his property, or one of his immediate family
4. Appearance in court
5. Adopting a child
6. Paternity leave
7. Graduation of self or immediate family
8. Other personal necessities not listed above, and in such cases there will be a determination of necessity by the Governing Board or its designee, based upon the facts peculiar to the situation. The employee shall complete a request stating the reason for the personal necessity with his or her signature attesting to the validity. The leave must be approved by the Superintendent or designee, i.e. employee's supervisor.

Personal Necessity Leave is not intended to provide employees time off for vacation, recreational or social activities, or for activities related to work slowdown or stoppage, or job training for a position not connected to the school district. All days under this provision shall be designated as confidential, and the employee will not have to disclose the reason for taking them.

An employee using personal necessity leave, shall enter their leave in the District's substitute system or leave portal designating the absence as personal necessity leave. By doing so, the employee is certifying the leave is for the purpose of personal necessity as defined by this Article. Leave must be entered into the appropriate system as far in advance of the absence as possible.

Personal necessity may be taken in minimum units of one (1) hour increments and up to a maximum of five (5) consecutive days.

5. Jury Duty/Court Subpoena Leave

Employees shall be paid full salary for absence caused by jury duty. Payment for jury duty will be retained by the employee, and the corresponding amount will be deducted from the employee's next paycheck, as an employee cannot receive jury pay in addition to his or her regular salary. Leave of absence to serve as a witness in a court case shall be granted to an employee when he has been served a subpoena to appear as a witness, not as the litigant, in the case. The length of the leave shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the subpoena or court certification is filed with the school district. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the supervisor. Additional allowances made by the court for travel, meals, parking, etc., shall be retained by the employee.

In addition to current language, classified employees whose work year follows the instructional calendar, and who normally have a substitute when absent, may receive additional compensation for deferring jury duty to non-duty days. Employees will be compensated at Step 1 of their current salary range upon confirmation of deferred jury duty.

6. Bereavement Leave

All classified employees shall be entitled to five (5) days of bereavement leave. Bereavement leave may be taken upon the death of a member of the immediate family, defined as follows:

- | | |
|------------------|---|
| A. Husband | M. Brother-in-law |
| B. Wife | N. Sister-in-law |
| C. Mother* | O. Son-in-law |
| D. Father* | P. Daughter-in-law |
| E. Sister | Q. Grandchild |
| F. Brother | R. Any dependent/relative of either spouse living in the immediate household of the employee |
| G. Son | |
| H. Daughter | S. In cases involving a long-established relationship between a bargaining unit member and an individual residing within the same household, bereavement leave may be granted at the discretion of the Superintendent or designee |
| I. Mother-in-law | |
| J. Father-in-law | |
| K. Grandmother | T. California registered domestic partner |
| L. Grandfather | |

**Mother and father are defined to include stepmother and stepfather and court-appointed legal guardians.*

Upon providing documentation, Unit Members who have experienced a reproductive loss will be provided with up to five (5) days of bereavement leave following the reproductive loss.

7. Military Service Leave

Classified employees may be granted leaves with pay in accordance with Federal and State law for mandatory military service and training. Leaves may be granted without pay for voluntary military service.

8. Personal Leave without Pay

- a. Personal leave without pay may only be taken by permanent employees.
- b. Personal leave without pay may be granted by the immediate supervisor up to five (5) days without Board approval.
- c. Personal leave without pay may be granted by the Superintendent or designee up to thirty (30) days without Board approval.
- d. Personal leaves without pay for more than thirty (30) days must have Board approval. The District will consider unusual circumstances upon request. Except in an emergency, a thirty (30) day notice shall be given prior to leave start. Personal leaves beyond one (1) year will not be granted. While on any leave without pay, an employee shall have the option of remaining an active participant in the District's

fringe benefit program by contributing the total cost of the program.

- e. Permanent employees granted personal leave for more than ninety (90) days by the District must notify the classified Personnel Administrator whether or not they intend to return to work sixty (60) days before their leave ends. If they elect to return to work, the employee shall be assigned to the same job classification as that held prior to the leave.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Transfer and Reassignment
Code	Article 10
Status	Active
Adopted	February 11, 2025

1. A written request for transfer of an employee from one administrative unit to another may be initiated on the appropriate form at any time by either an employee or the employee's supervisor.
2. An administrative reassignment or permanent change in work schedule for no more than sixty (60) minutes may be initiated by the unit member, unit member's principal or department head when he/she deems a reassignment or permanent change in work schedule would be in the best interest of the unit member or the District and is approved by the principal/department head. Fifteen (15) days before any administrative reassignment or permanent change in work schedule is implemented, the unit member must be advised in writing by the principal or department head of the assignment change and why it was necessary. Upon request, an opportunity will be provided for the unit member to meet with their supervisor to discuss the reassignment/permanent change in work schedule. Administrative reassignments shall not be made for punitive or preferential reasons. If there is a hardship which prevents the member from implementing the work schedule change, a meeting to review the reassignment shall take place between CSEA and the District.
3. An employee, new to the District, will not be considered eligible for voluntary transfer to another position in a lower or related job class until they have obtained permanent status in their present classification. An employee, new to the District, who accepts part-time employment may request a voluntary transfer to a position of increased hours under the supervision of their current supervisor within their current job class. A permanent employee who is probationary in a new class may request transfer to a related classification for which such employee is eligible if the employee has achieved a Competent/Meets Standards rating on the employee's three (3) month evaluation in the new position. The District may transfer new employees to other positions in the same classification at any time.
 - a. A permanent employee may be transferred to a position in a related class on the same salary schedule. Transfers shall be made without change in annual salary rate, anniversary date, accumulated illness leave, and accumulated vacation credit.
 - b. The Classified Personnel Administrator shall determine whether classes are sufficiently related to permit transfer. Similarity of duties, minimum qualifications, examination content, occupational group, and promotional field shall be considered. In general,

more latitude in transfers may be permitted:

- i. As the employee's seniority in the classified service increases.
 - ii. When the transfer request is based on reclassification, impending layoff, or for reasons of health.
 - iii. When the employee meets the minimum requirements for the class.
- c. Permanent employees transferring to a position in a class in which they have not previously completed a probationary period, shall be considered probationary in that class for a period of six months. At any time during the probationary period, they may be returned (transferred) to their former class without right of appeal, unless such action results in layoff, demotion, or reduction in assigned time. In the latter cases, the employee will have the same appeal rights as a permanent employee who is demoted or dismissed.
- d. Transfers shall affect seniority as follows:
 - i. District years of service - none.
 - ii. Seniority within the same classification - none.
 - iii. Seniority from one classification to another begins with the first day of assignment to the new classification.
- e. Reasons for any transfer, which is not voluntary, shall be discussed with the employee by the immediate supervisor.
- f. Written notices of transfer opportunities shall be emailed to all bargaining unit employees and posted on the District website not later than three (3) working days prior to the closing date.
- g. When the District has a position to be filled caused by transfer or termination, the position shall be filled within forty-five (45) days when an eligibility list is available and when the site administrator, or designee, is available for interviews. Positions not covered above will be filled within ninety (90) days.
- h. Medical Transfers - The District may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. Such alternate work may constitute promotion, demotion, or lateral transfer to a related class providing such procedure follows the District Rules and Regulations.
- i. A transfer requested by the employee to a similar position on the same calendar year program shall not result in the loss of compensation, seniority, or any fringe benefit to the employee. It should be noted that such a transfer to a similar position on a different calendar year program could possibly result in lower annual compensation. Upon request of the employee, the Payroll and Personnel Departments will advise employees interested in transferring regarding these issues.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Evaluations
Code	Article 11
Status	Active
Adopted	February 11, 2025

1. Every probationary employee shall be evaluated in writing at the completion of twelve (12) weeks on duty and twenty (20) weeks on duty. The final evaluation shall include a recommendation of suitability for permanent status.
2. Every permanent employee with a Competent/Meets Standards evaluation on file shall be evaluated at least once every other year by their immediate supervisor, within ten (10) workdays of their anniversary date. School Bus Drivers to be evaluated in June.
3. The evaluation process will include a meeting between the appropriate immediate supervisor and the employee to be evaluated. Elements of the evaluation will be discussed individually. Strong and weak areas will be noted. In the event an unsatisfactory performance is noted, specific recommendations for improvement will be made along with an offer of assistance by the administration to implement corrective action.
4. Alleged facts or hearsay statements about an employee shall not be used in the evaluation of that person, or to justify an adverse action unless the immediate supervisor confirms the accuracy of the statements of the alleged facts and notifies the affected employee in writing that adverse action may be taken.
5. Information of a derogatory nature, and an overall rating on an evaluation of below Good or below Competent/Meets Standards will not be forwarded to the employee's personnel file for ten working days after the employee receives his/her copy. After review and during this period, the employee may: (a) provide additional clarifying information to the supervisor, and/or (b) submit written comments to be attached to the materials prepared by the supervisor.
6. Recognition for outstanding performance will be especially noted and references placed in the employee's personnel files



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Early Notification Retirement Program
Code	Article 12
Status	Active
Adopted	February 11, 2025

Effective July 1, 2015, unit members who have completed 15 years of service with the District, of which the last four years have been consecutive, (employees have completed 75-percent of their work year) and submit an irrevocable resignation/retirement letter six (6) months before the effective date of retirement shall be eligible to receive a one-time, off-schedule resignation/retirement incentive equivalent to six percent (6%), based on step 5 of the current range.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Health Benefits for Retired Classified Employees
Code	Article 13
Status	Active
Adopted	February 11, 2025

Employees retiring shall be eligible and may apply for medical-health and dental benefits on the following basis:

1. The employee who has ten (10) years of service in the District the last five years must be consecutive (employees have completed 75-percent or more of their work year) and has reached the age of fifty-five (55) years.
2. The health and dental eligibility is established based on the last position held in the District. The employee is responsible for the employee co-premium for medical benefits. The health and dental coverage will continue until the employee reaches age sixty-five (65). Should a retired employee who was participating in the District's Health and Dental Programs die before age 65, their surviving spouse shall be provided the same Health and Dental benefits until age 65.
3. Eligible retired employees shall be eligible for the same benefit options they had as active employees as identified in Article VI: Employee Compensation.
 - Effective July 1, 2015, retirement benefits for new employees hired with a start date on or after July 1, 2015 will exclude District paid dental and medical coverage for dependents. Retired employees may choose to pay the costs to continue coverage for their dependents until the employee reaches age sixty-five (65) as noted in the above Section 2 of Article XIII: Health Benefits for Retired Classified Employees.
 - For eligible retired employees in full-time status at retirement, who reside outside of the insurance carriers coverage area, the District will identify a VEBA plan(s) available in that area and pay up to the District maximum composite contribution toward the actual cost of health benefits paid for active full-time employees. The retiree will be responsible for all costs that exceed this amount.
 - For eligible part-time retired employees receiving benefits at retirement, who reside outside of the insurance carrier's coverage area, the District will identify a VEBA plan(s) available in that area and pay up to the District maximum composite contribution toward the actual cost of health benefits paid for active part-time employees. The retiree will be responsible for all costs that exceed this amount.
4. All of the above sections of this Article shall be limited in eligibility to the policy the District provides and by any rules and regulations set by the insurance carrier or legal counsel. The

retiree shall be required to perform all acts necessary on the employee's part to meet any such requirements set by the employer.

5. Eligible dependents of retired employees who are enrolled in District medical plans may continue coverage in the plan as long as the retiree is enrolled. If the eligible dependent of a retiree becomes eligible for Medicare, they should enroll in Medicare parts A and B to continue coverage under the District plan. If the eligible dependent does not enroll in Medicare parts A and B, they may continue coverage under the District plan, but must pay the difference between the premium with Medicare coverage and the premium without Medicare coverage. If the dependent is already eligible for Medicare at the time that the employee retires, the dependent must immediately enroll in Medicare parts A and B in order to continue to be covered by the District sponsored plan or must pay the difference in premium cost as outlined above.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Health Benefits for Certain Disabled Classified Employees
Code	Article 14
Status	Active
Adopted	February 11, 2025

Disabled retiring employees shall be eligible for medical-health (not dental) insurance benefits. The program and coverage provided will be the same as that of current unit members, on the following basis:

1. The employee has not reached age fifty-five (55).
2. The employee has ten (10) years of service with the District the last five years of which must be consecutive (employees have completed 75-percent or more of their work year).
3. District paid/employee co-paid benefits will be limited to one (1) year after retirement, (allowing time for PERS disability certification). At the end of the one-year District paid/employee co-paid benefits, if the PERS disability retirement certification is delayed, or denied, the employee may continue benefits through COBRA. If the PERS disability certification is received after the one year, the District would continue the District-paid portion of health benefits and refund the COBRA payments retroactive to the PERS disability certification date. Upon receiving PERS disability retirement certification, the District paid/employee co-paid benefits would continue for the remainder of the two (2) years as stated in number six (6) below.
4. The health coverage eligibility will be established based on the last position held in the District.
5. The District health benefit contributions will continue for a maximum of two (2) calendar years. The employee is responsible for the employee co-premium for medical benefits.
6. Coverage will terminate in less than two (2) years in the event that medical coverage becomes effective or the disability is terminated.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Safety
Code	Article 15
Status	Active
Adopted	February 11, 2025
Last Revised	September 29, 2023

1. The District agrees to establish and maintain safe working conditions for all employees.
2. An employee who discovers a condition on the job which he/she thinks is not safe, or might unduly endanger health, will report the unsafe condition to his/her supervisor immediately. The supervisor will evaluate the condition, make any necessary corrections, and restore the job to a normal safe condition.
 - a. Classified employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor or designee who shall immediately report the incident to the Superintendent or designee. The Superintendent or designees shall comply with any reasonable request from the employee for information relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.
 - b. A Classified employee has the right to submit written recommendations to his/her immediate supervisor regarding the maintenance of safe working conditions, facilities, and equipment repairs and modifications, and other practices designed to ensure safe working conditions.
3. If the correction is beyond the level of the immediate supervisor to accomplish, an immediate report will be made to the Safety Officer (Assistant Superintendent/Business Services) for corrective action.
4. An employee will resume work only when conditions on the job are returned to normal safety limits for that position to be determined by the Safety Officer. Should the employee still have concerns regarding the safe working conditions, the employee, the supervisor, and Safety Officer or designee will meet to discuss a resolution.
5. It shall be the policy of the Governing Board to provide for the payment of the cost of replacing or repairing property of an employee, such as eyeglasses, hearing aids, dentures, watches, or other articles of clothing necessarily worn or carried by the employee, when any such property is damaged in the line of duty without fault of the employee, and when such damage could not have been reasonably anticipated or avoided. The burden of proof shall rest with the employee. Maximum compensation shall not exceed \$1,000.00.

Provisions of this policy are not applicable to personal instructional materials or equipment owned by an employee.

Vandalism to an employee's vehicle while parked at a District facility during normal working hours or at District sponsored events will be reimbursed up to a maximum of \$500.00. Vandalism includes, but is not limited to: slashed tires, broken windows, and keyed marks. Claims must be accompanied by a police report for verification purposes. A report of the vandalism must be filed with the District Business Services office within three (3) workdays of the incident. The employee must assign the right of subrogation to the District of any payment made by the District. The employee shall also file a claim with his/her personal insurance carrier and provide the District a copy of the claim.

In the event the employee is paid the cost of replacing or repairing such property or the actual value of such property, the District shall, to the extent of such payment, be subrogated to any right of the employee to recover compensation for such damaged property. The District may file and prosecute an action to enforce its subrogation right in any court of competent jurisdiction.

6. Alcohol and Drug Testing Procedures CSEA and the District agree the safety and health of students, staff, and the public requires every reasonable effort be made to discourage alcohol and/or illegal substance abuse among all employees. The District and CSEA further agree to make every reasonable effort to protect students, staff, and the public from alcohol and/or illegal drug use.

- a. Application

This section applies to CSEA employees that regularly utilize District vehicles in the course of their employment. The positions subject to this section include grounds, maintenance, logistics/delivery drivers, night custodial, printshop/duplicating services, and technology staff.

- b. Notice

All employees subject to testing for controlled substances and alcohol shall be individually notified, in advance and in writing that they are subject to reasonable suspicion and/or post- accident testing while on duty. The District will provide CSEA with a copy of the notice prior to distributing to applicable employees.

- c. Reasonable Suspicion Testing

- i. A reasonable suspicion test must be based upon specific, clearly identifiable observations concerning the appearance, behavior, speech, or body odors of the employee or in the event an accident occurs while a classified employee is driving a District vehicle where there is reasonable suspicion that the driver of the vehicle may be under the influence of alcohol or other drugs. The observations must be made immediately prior to the determination that reasonable suspicion testing is warranted.
 - ii. The observations must be made by a supervisor and District official who has received at least one-hour training in identifying indicators of probable alcohol misuse plus at least two-hour training in identifying indicators of probable controlled substance use. The supervisor and District Official making the observation shall be from separate sites.
 - iii. Reasonable suspicion observations must be contemporaneous, i.e., they must be made just before, during, or just after the employee's performance of job-

related duties.

- iv. Employees for whom a reasonable suspicion determination has been made will be placed on paid administrative leave pending test results.
- v. Tests based on reasonable suspicion of alcohol misuse shall be promptly administered. Employee shall be transported to the testing facility within two (2) hours following the reasonable suspicion determination.
- vi. A written record of the reasonable suspicion observations, dated and signed by all employees making the observations, must be made within twenty-four (24) hours or before the results of the test are released, whichever is earlier. A copy of this record will be given to the employee within twenty-four (24) hours of its preparation.
- vii. The supervisor and District official who are making the reasonable suspicion observations shall not conduct the test or participate in the collection or chain of custody of any specimen for testing.
- viii. If requested by the employee, a CSEA representative may be present to ensure that an employee's rights are protected. However, a reasonable suspicion test may not be delayed for more than one (1) hour to accommodate a representation request. Under no circumstances shall the CSEA representative be required to participate in determining if reasonable suspicion exists for further investigation.

d. Post-Accident Testing

- i. A covered employee shall be required to submit to a post-accident test if he/she was involved in a traffic accident while driving a District vehicle causing property damage or personal injury or receives a citation under state or local law for a moving traffic violation arising from the accident (as defined by the Federal Motor Carrier Regulations).
 - a. Controlled substances test – The covered employee must be tested for controlled substances as soon as possible, but no later than thirty-two (32) hours after the accident.
 - b. Alcohol test – The covered employee must be tested for alcohol as soon as possible.
- ii. The District will provide the covered employee with information on how to comply with post-accident procedures prior to operating a commercial motor vehicle.
- iii. Post-accident breath, urine, or blood tests completed by local, state, or federal officials may fulfill the requirements of this article.
- iv. A covered employee who is subject to post-accident testing must remain readily available for such testing or may be deemed by the District as refusing to submit to testing. However, this requirement should not delay necessary medical attention for injured people following an accident or prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident.
- v. Pending the results of the testing, the covered employee shall be removed from operating District vehicles and will not be returned to the operation of District

vehicles prior to notification of a negative drug and alcohol test.

e. Miscellaneous

- i. The employer will pay for the initial test. The employee will be compensated at the appropriate rate of pay for the length of time required to complete the testing process.
 - ii. The employee shall pay for all confirmatory testing of a split sample. In the event that the confirmatory test is negative, the employee will be reimbursed the cost of the test. The employee has the following options for payment for this test: 1) Remit payment to the District, or 2) Request a payroll deduction.
 - iii. CSEA job stewards and other appointed representatives shall receive the same training provided to supervisors for reasonable suspicion determinations as it is scheduled.
 - iv. The parties agree to treat all test results as confidential medical records and recognize that these records may need to be released in the course of legal proceedings.
 - v. The District respects and acknowledges the right of bargaining unit members to seek and receive CSEA representation for any meeting in which misconduct by the employee is/may be alleged and for which there may be disciplinary action.
 - vi. Following the receipt of positive test results, the employer shall not question an employee concerning the use of alcohol and/or controlled substances without first informing the employee of his/her right to have a union representative present throughout the questioning. If the employee then requests union representation, no such questioning shall occur in the absence of the union representative.
 - vii. Remedy for Failure to Adhere to Process and Procedure: The process and procedure described herein is intended to balance the privacy rights of unit members with public policy considerations. The parties agree that any District failure to adhere to the process and procedures described herein shall preempt the District from subjecting a unit member to disciplinary action under the terms of this article.
7. The District will reimburse Child Nutrition workers who are consistently assigned to work in the dishwashing area up to \$75 annually to purchase required non-slip work shoes.
8. All bargaining members who regularly operate a District vehicle as defined by their job duties/description are required to enroll in the Department of Motor Vehicle Pull Notice Program.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Contract Grievance Procedure
Code	Article 16
Status	Active
Adopted	February 11, 2025

Grievances shall be limited to matters concerning the specific provisions of this Agreement. A "grievance" as that term is used in this contract, means a claim by an employee or employees or the Association that the terms of this contract have been violated, or a question concerning the proper application or interpretation of this contract, and this procedure shall constitute the sole and exclusive method for adjustment of all such grievances.



STEP 1

Any employee or the Association that claims a grievance shall present such grievance informally to his or her immediate supervisor within ten (10) workdays after the event giving rise to the claimed grievance. Where extenuating circumstances exist, an extension of two (2) workdays may be granted by the supervisor. In the event of denial, an immediate appeal may be presented to the Classified Personnel Administrator, who may then grant an additional five (5) workdays to the original ten (10) workdays, for a total of fifteen (15) workdays. The immediate supervisor shall give a written response regarding the grievance to the employee or the Association not later than five (5) workdays after the conference.

STEP 2

Within five (5) workdays after completion of the first step, the grievance, if it has not been resolved shall be presented by the employee or association to the Classified Personnel Administrator in writing, signed by the aggrieved. The Personnel Administrator will arrange a hearing with all parties to the grievance present. The Personnel Administrator then shall give an answer in writing to the aggrieved and his or her representative, if any, within five (5) workdays from the date

STEP 3

If the grievance has not been resolved in the second step, the aggrieved, within five (5) workdays after the completion of the second step of the grievance, shall so advise the Superintendent or designated representative in writing and request a meeting between the Superintendent, the Grievant, and the Representative, if any. Following that meeting the Superintendent shall advise the aggrieved and Association in writing of the decision; if this action is not completed within five (5) workdays, the grievance may proceed to the fourth step of the Grievance Procedure.

STEP 4

Within five (5) workdays after the completion of the third step the grievance, if it is to be processed further, will be referred to the Fact-finding Committee consisting of three (3) members: one appointed by the Board, one appointed by the Association, and a chairman selected and mutually agreeable to both the Board and the Association. Such notice requesting review shall be in writing and shall be signed by the employee or employees claiming the grievance and the Association representative. Within ten (10) workdays after the receipt of such notice, the Fact-finding Committee will meet to determine the facts relating to the grievance. Upon completion of all Fact finding the Committee will submit its recommendations to the Superintendent. The Superintendent will then have five (5) workdays to consider these recommendations and recommend a solution to the problem. If the solution is not satisfactory to both parties, then the grievant may submit to Step 5 for Arbitration.

STEP 5

Section 1 - Within fifteen (15) workdays after the completion of the fourth step, the grievance, if it is to be processed further, shall be noticed for arbitration. Such notice requesting arbitration shall be in writing and shall be signed by the Association representative and by the employee or employees who signed the grievance. Within ten (10) workdays after receipt of such notice, the Board or designated representative and a representative of the Association shall select an impartial arbitrator. If the Board and the Association cannot agree upon an arbitrator, the State Conciliation Service will be asked to submit an odd numbered list of arbitrators from which one will be selected, by each party striking a name from the list until one name remains who will become the arbitrator.

Section 2 - The arbitrator so selected will confer with a representative of the Board, the Association's Grievance person, and the Grievant to set and hold hearings promptly. The arbitrator shall issue the decisions not later than twenty (20) days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decisions shall be in writing and will set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is in violation of the terms of this agreement. The decision of the arbitrator shall be submitted to the grievant, the Association's Grievance Session, and the Board within thirty (30) days. It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies within the terms of this agreement as judged to be proper. The arbitrator shall have only the authority set forth herein and shall have no power to add or subtract from, or modify, any of the terms of this agreement or any agreements made supplementary hereto. The decision of the arbitrator shall be final and binding upon the parties of this agreement. The costs and expenses of the arbitration shall be borne by the party whom the decision is against. If the decision is not clear, the arbitrator shall designate the loser for pay purposes. Each party shall pay the costs of preparing and presenting its own case.

Section 3 - Any grievance which has not been presented under the Grievance Procedure within the time limit specified herein and any grievance which is not appealed to the next appropriate step of the Grievance Procedure within the applicable time specified herein shall be considered settled and shall not be subject to further actions under this procedure except the Board may, upon request by the grievant, allow the time limit to be extended. When the Association becomes aware of an event giving rise to a claimed grievance, the Association and the District will meet to determine what means of resolution is appropriate.

Section 4 - If and when a grievance arises, the designated job representative may be allowed a total of three (3) hours for grievance administration and resolution during each workweek. No job representative shall leave regularly assigned work in order to investigate a grievance without first obtaining approval of the supervisor.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Removal From Bargaining Unit
Code	Article 17
Status	Active
Adopted	February 11, 2025

An employee promoted to management, or a supervisory position, or assigned as a confidential employee shall cease active participation in Association business. If the employee has Association benefits, i.e., health, welfare or other insurance, the benefits will continue as long as membership is maintained.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Impacts and Effects of Layoffs
Code	Article 18
Status	Active
Adopted	February 11, 2025

1. Re-employment: Employees shall maintain re-employment rights after layoff for 39 months to a like position with equivalent assigned hours. Such employees shall also have re-employment rights to positions with more assigned hours should such positions not be filled through the regular District transfer process.
2. Temporary Employment: All laid off classified employees shall receive first priority for both substitute and limited term assignments within classification and any other classifications for which they are qualified.
3. Use of Volunteers: Pursuant to California Education Code Section 35021 - Volunteer Aides, the District may utilize non-teaching volunteer aides under the immediate supervision and direction of certificated personnel to perform non-instructional work assisting teachers. This practice is commonly used in the District and acknowledged here. However, specifically with regard to classified layoff, it is the intent of the District to use volunteer aides to enhance the educational program, but not to permit displacement of classified employees nor allow schools to utilize volunteers in lieu of normal employee requirements.
4. Notification: Classified employees will receive at least sixty (60) days advance notice prior to layoff.
5. Vacation: Unused vacation at the time of lay off will be paid for by the District.
6. Probationary Employees: Probationary employees will receive the same rights as permanent employees under the terms of this agreement.
7. Seniority Ties: In the event that two or more classified employees subject to lay off have the same seniority date within a class, the determination as to whom shall be laid off will be made on the basis of the original hire date as a classified employee in the District, and if that be equal, on the basis of the initial day of paid status as a substitute classified employee in the District, and if that be equal, by lot. In the event an employee is unable to be present for the drawing, the employee may authorize an agent from CSEA to act on their behalf. The selection of employees for lay off by lot shall be conducted by the Assistant Superintendent, Personnel, or designee, with two CSEA representatives as witnesses.

8. Involuntary Transfers Required As A Result Of The Elimination Of Positions: A classified employee whose position is eliminated or reduced, but who is not laid off and is not bumped into a lower class shall have the right to require the involuntary transfer of the least senior classified employee at the same school site within the same class and the same number of hours. Seniority means District seniority within a class. Classified employees who are to be involuntarily transferred as a result of layoff shall have the right to bid on vacant positions within their class in accordance with their seniority within their class.
9. Benefits: Fringe benefits (medical and dental coverage) which the employee was enrolled for during the month prior to layoff will be continued at District expense for three months after layoff. The employee is responsible for the employee co-premium for medical benefits during the three-month period. The employee may decline continuation of benefits by submitting written notification to the Personnel department prior to the effective date of layoff.
10. Legal Compliance: With regard to employee layoff, the District will comply with Personnel Commission Rules and Regulations and relevant sections of the Education Code.
- a. Employees serving in a probationary status in any classification in which positions are to be eliminated shall be laid off prior to any permanent employee.
 - b. When the Board of Education determines that classified positions are to be eliminated due to lack of funds or lack of work, classified employees shall be subject to layoff. Layoff shall be made in inverse order of seniority in the class in which the layoff occurs. The employee who has been employed the shortest time in the class, plus any classes higher on the salary schedule, shall be considered to have the least seniority and, therefore, shall be laid off first (Ed Code 45308).
 - c. Seniority for layoff purposes shall be calculated on the basis of "length of service." "Length of service" shall be defined to include the hire date of that employee as a regularly probationary or permanent employee in the classification. Employee hire date shall not be interpreted to include any service, except service in "restricted" positions, performed prior to entering into a probationary or permanent status in the classified service of the District (see Personnel Commission Rule 30.100.1). Seniority in substitute positions will only be considered in instances of seniority ties as outlined in paragraph 7 of this article.
 - d. A permanent employee whose position has been designated by the Board of Education to be eliminated and who has greater seniority than other employees in the same classification shall be entitled to "bump" the employee who has the least seniority in the following order:
 - i. Senior employees will bump positions with an equal number of hours to the position being lost.
 - ii. If no equal position is available, senior employees will bump positions with the greater number of hours closest to the position being lost.
 - iii. If no greater hourly position is available, senior employees will bump positions with the least number of hours closest to the position being lost.
 - iv. In instances where the application of the above criteria results in the least senior employee "bumping" into a position with greater hours, then positions of greater hours will be offered to senior employees in order of seniority.
 - e. No permanent employee shall be laid off from any position while employees serving in emergency, provisional, limited term, probationary, or substitute status are retained

in positions in the same classification.

- f. A permanent employee whose position has been designated by the Board of Education to be eliminated or a permanent employee who has been "bumped" by an employee with greater seniority shall have the right to "bump" less senior employees in a former classification in order to maintain hours and/or benefits, provided that the employee has satisfactorily completed a probationary period in the lower classification. Bumping will be handled in accordance with section 10.D.
 - g. In any layoff situation the classifications within which a permanent employee may exercise "bumping" rights shall be based entirely on the classification titles formally approved with the classification plan adopted by the Commission at the time of the layoff.
 - h. The District shall provide the Association with a list of employees displaced through a bumping process 72 hours prior to sending final reassignment letters.
11. Specific Job Duties Previously Performed By Classified Employees Who Are Laid Off: Specific job duties previously performed by classified employees who have been laid off shall not be generally assigned to independent contractors. This provision shall not be interpreted to alter any past practice with regard to the utilization of outside contractors
12. Modification of District Vacant Positions: For all vacancies, positions will not be modified by the District any earlier than twelve (12) months from the time a position is vacated. If it becomes necessary for the District to modify a position before the twelve (12) month time period, the District will negotiate with CSEA. Position modifications are defined as:
- a. The increase or decrease of hours, or work year, from the previous incumbent.
 - b. Adjusting the assigned hours of a vacant position into two or more positions with decreased hours.
13. Waiver: Article XXIII: Waiver applies to the impacts and effects of layoff.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Transportation Department Procedures
Code	Article 19
Status	Active
Adopted	February 11, 2025

1. Assignment of School Bus Driver, Van Driver and Bus Attendant Routes

- a. School Bus Drivers shall be guaranteed a minimum of six (6) hours per day. Van Drivers and Bus Attendants shall be guaranteed a minimum of five (5) hours per day. Employees will bid for routes according to seniority and job classification.
- b. Prior to the beginning of each school year a committee will be established to assist in the development and assignment of initial School Bus Driver, Van Driver and Bus Attendant routes. The committee will be organized by the department administrator and supervisor, and include one General Education School Bus Driver, one Special Education School Bus Driver, one Van Driver and one Bus Attendant. Initial routes will be developed to resemble, as closely as possible, the contracted route hours the employee by job classification had at the end of the previous year.

Initial routes will be posted online and in the office for viewing four (4) work days prior to the start of the school year. If the employee is not satisfied with the initial assignment, they may ask for a review by the Operations Supervisor or the Director of Transportation. Request for review will be submitted no later than one day after receipt of a route and responded to within two days of receiving the request.

Assigned contract time from the previous year will be guaranteed up to the single annual route bid, which will be conducted within the first two weeks of October.

- c. Available routes will be posted online and in the office for viewing five (5) work days prior to the bidding process. Employees will be notified via email in advance regarding the place, date, and time the bid process will be conducted. It is the responsibility of each bidding employee to attend the bid process at their scheduled time. If that is not possible, the bidding employee should indicate their route preferences in priority order to the Operations Supervisor or designee authorizing them to bid by proxy. If the bidding employee is not available to bid in person and a bid proxy has not been received, the Operations Supervisor will assign the absent bidding employee the next available open route with the highest available route hours so as to not delay the bidding process.
- d. The bidding process will begin with the most senior bidding employee by job classification and continue until all bidding employees have bid for a route. To expedite, each bidding employee will be allowed ten (10) minutes for bidding to

review the routes available and make a selection.

- e. All School Bus Drivers have a choice of regular education or special education routes and must be proficient in the type of bus needed for the route prior to the start of the new route.
- f. In May of each school year, the District will post a sign-in sheet to recruit permanent bidding employees interested in summer routes. In June, routes will be offered to willing employees in accordance with their job classification and seniority. If there are not enough bidding employees to cover all of the summer routes, the District shall have the authority to mandate the least senior employees by job classification, in reverse seniority order, to cover the routes required for summer school transportation needs. In a reverse seniority event, any employee who is unable to work will be required to provide supporting documentation for review and approval by the Operations Supervisor or designee by the end of the closing date of the sign-up sheet. Employees mandated to cover summer routes for the current school year will receive at least fifteen (15) working days' notice of their requirement to work.
- g. In May of each school year, the District will post a sign-in sheet to recruit permanent van drivers interested in driving summer routes. In June, routes will be offered to willing employees in accordance with their seniority. If there are not enough van drivers to cover all of the summer routes, the District shall offer these routes to permanent School Bus Drivers first (provided all School Bus Driver routes are filled), followed by permanent Bus Attendants and then substitute Transportation employees.
- h. Vacant Route: If during the course of the school year, after the October bid, a route becomes vacant, the District shall have five (5) working days to modify/restructure the route. At the end of the five (5) working days, the route will be posted and all employees within the same job classification, by seniority order, shall have the option to bid on the vacant route.

2. Assignment of Buses

Buses will be assigned according to the needs of routes and the Transportation Department.

3. Modification and Requirement of Routes After Initial Bidding

Subsequent to the bid, it may be necessary to modify certain routes. When this occurs, the following procedure shall be used:

a. Modification Increasing Hours

- i. When a route's daily bid average (DBA) (total time for the week divided by five (5) days) increases by thirty (30) minutes or more, for five (5) consecutive working days, the District shall have an additional five (5) working days to modify/restructure the route. If at the end of the ten (10)-day period, the route has maintained an increase of thirty (30) minutes DBA or more, the route will be posted and a bidding employee by job classification with greater seniority than the bidding employee by job classification of the affected route may exercise bumping rights.

Notification of increased route hours shall be posted online and emailed to bidding employees by job classification and posted for three (3) working days. Interested employees of the same job classification with greater seniority than the bidding employee of the same job classification must email the Operations Supervisor or sign the interest form by the posted deadline. The route shall be awarded to the bidding employee of the same job classification with the

greatest seniority. The route change will become effective no later than five (5) working days following the posting deadline.

All routes at or above 6.75 hours shall be posted for three (3) working days, all bidding employees within the same job classification will have the option to bid on the route. The employee with the most seniority by job classification shall be awarded the route.

- ii. Open routes will be posted for three (3) working days and all bidding employees within the same job classification shall have the option to bid on the open route.
- iii. The resulting bid becomes the bidding employee's new contracted bid time. The new contract hours will become effective the first working day of the following month.

b. Modification – Decreasing Time

- i. When a route's daily bid average (DBA) (total time for the week divided by five (5) days) decreases by thirty (30) minutes or more for five (5) consecutive working days, the District shall have an additional five (5) working days to modify/restructure the route. If at the end of the 10-day period, the route has maintained a decrease of thirty (30) minutes DBA or more, the route will be posted and affected bidding employee(s) may exercise bumping rights. The District shall provide a makeup work assignment during the ten (10) working day adjustment period. The bidding employee affected by the decrease in route hours must notify the Operations Supervisor, or designee in writing of their intent to accept the decreased route hours or exercise bumping rights within three (3) working days of being notified of the decreased route.
- ii. If bumping rights are exercised, bidding employees by job classification may bid on a route at or below their seniority level.
- iii. The resulting bid becomes the bidding employee's new contracted bid time. The new contracted bid time will become effective the first working day of the following month.
- iv. An involuntary decrease in hours due to a midyear route change shall not affect the employee's health benefit status until the following October bid.

- c. From the date an employee is notified that their assigned route time will be reduced, they will be paid at their previously assigned contracted bid time. The employee will be assigned makeup work to fulfill contracted hours. The employee may voluntarily forgo the assignment of the makeup work by using Personal Necessity or Vacation time to fulfill their contracted hours. The new contract time will begin the first work day of the following month.

4. Assignment of Work in Lieu of Regular Assigned Driver Time

The Operations Supervisor or designee may have an operational need to add, remove, or consolidate runs based upon program volume and efficiency. During such times, employees shall be assigned other work to fulfill the employee's contracted hours.

5. Assignment of Field Trips

a. Within County Field Trips (Daily trips)

Regular education School Bus Drivers will be given the first opportunity to accept or decline daily trips by seniority rotation. If the number of trips exceeds the number of regular education School Bus Drivers available for these daily trips, the uncovered trips become available to all School Bus Drivers on the seniority rotation lists. Compensation for such trips will be in accordance with Article VI - Employee Compensation of the contract.

b. Extended Field Trips more than 100 Miles One-Way

Open to all School Bus Drivers. Extended field trips will be assigned to the next eligible School Bus Driver eligible in seniority rotation.

c. Extended Field Trips Requiring Overnight Stay

Open to all School Bus Drivers.

i. Compensation for extended field trip driving time:

Actual driving time shall be compensated pursuant to Article VI – Employee Compensation of the contract. The unpaid meal period shall be one-half hour.

Upon delivery of student passengers to the final destination for the evening, School Bud Drivers will be paid one-half hour to secure and prepare the bus for the evening. After securing the bus, School Bus Drivers will be in a non-duty status. On-duty time is defined as thirty (30) minutes prior to scheduled departure time.

6. General Provisions Applicable to All Field Trips

Assignment Process

Field trip assignment shall be based on seniority rotational sign-up sheets. As field trips become available, drivers will have the opportunity to sign up for or decline on a rotating basis. Rotation shall be conducted as follows:

- i. All field trip opportunities will be posted, when possible, five (5) working days before the scheduled trip date provided the trip has been requested before that time. School Bus Drivers must be present to exercise their sign-up option or they must email the Safety and Training Supervisor or designee to be assigned a trip. Eligible School Bus Drivers who decline an assigned trip must notify the Safety and Training Supervisor or designee three (3) work days prior to the scheduled trip date. Final assignment of trips to drivers will be made no less than forty-eight (48) hours prior to the scheduled trip. If a trip is canceled, the previously assigned driver will remain in the same position on the seniority rotation list and will be assigned the next appropriate trip.
- ii. If a driver is unable to report for an assigned field trip for reasons other than illness, personal necessity, or bereavement, pursuant to Article X: Leaves, of the contract, the School Bus Driver will not be eligible for the next field trip based on normal seniority rotation for that sign-up sheet (i.e., extended field trips or extended field trips more than 100 miles one-way).
- iii. On a daily basis, excluding weekends and holidays, due to the absence of the School Bus Driver assigned to a field trip or a last moment field trip request, additional assignments may be available. The dispatch office will maintain an additional work list. Any School Bus Driver interested in such unscheduled trips may sign up on this list. Drivers who have signed up on the additional work list will be assigned field trips on the following basis:
 - a. General Education School Bus Drivers that signed up on the Daily Field Trip sheet by daily seniority rotation.
 - b. Special Education School Bus Drivers that signed up on the Daily Field Trip sheet based on daily seniority rotation.
 - c. School Bus Drivers that signed up on the Daily Additional sign-up sheet based on daily rotation. The completion of the additional work trip will not affect a

driver's rotation on the seniority list for subsequent regular field trips.

- iv. Weekend and Holiday: On weekends and holidays, trips may become available due to the absence of an assigned field trip School Bus Driver or last moment field trip request(s). The dispatch office will call the next available School Bus Driver in rotation (who signed up for that day's trips) and offer them the trip. If the School Bus Driver accepts the trip it will not affect their rotation on the seniority list for subsequent field trips. If a School Bus Driver accepts an assignment twenty-four (24) hours or more prior to the trip, that School Bus Driver would remain in their normal rotation and the line would start under their name. If a school bus driver accepts an assignment less than twenty-three (23) hours before the trip, it will not affect their rotation on the seniority list for subsequent field trips.
7. Uniforms and Safety Shoes Mechanics shall be provided five (5) complete uniforms (shirts and trousers). The employer shall maintain mechanics uniforms. Such uniforms must be returned to the employer upon separation from the District. Unit members will reimburse the employer for any lost uniforms. All mechanics, and mechanic assistants, who repair vehicles are required to wear safety shoes while at work. Upon authorization of the Transportation Director, the District will reimburse these employees up to \$200 every two years to purchase the appropriate work shoes.
8. Mechanics on Standby Bus mechanics who serve in a standby duty status during the weekend will receive two hours of compensation at the individual employee's salary placement for such service. If the mechanic is called out to perform a service while serving in a standby status, the two hours of standby compensation shall be credited against actual time spent on a call, (i.e., if a standby mechanic is called out for one hour of service, the mechanic shall receive only the two hours of standby compensation. If the standby mechanic performs three hours of service, such mechanic shall receive only three hours of pay for the day the mechanic was on standby).
9. Supplemental Procedures Relative to Article VII - Vacation Plan, Article VIII - Holidays, and Article IX – Leaves
 - a. Bidding Employees Payroll and Fringe Benefit Policy
 - i. Each year, the average of October bid hours assigned will establish eligibility for health and dental insurance to begin on November 1. The average will be computed through dividing the bid time by five days per week (i.e., 7.3; 4.8; 5.2; 4.2; 6.8 = $28.3 \div 5$ gives the average of 5.66) to be used as the basis for benefits.
 - ii. Vacation and sick leave will be accrued according to the average of actual hours worked per day, excluding overtime. Payment procedures for full or partial days of vacation or sick leave will also be based on this method.
 - b. Compensation for Time Intervals Between Bus Runs Employees will be compensated for time intervals between assignments totaling thirty (30) minutes or less at their regular hourly rate.
 - c. Vacation, Holidays, Sick Leave, and Differential Pay Employees with route time submitted on time sheets may take personal necessity or sick leave in one (1) hour increments. Vacation Requests: The District will make a concerted effort to maintain the personnel required to provide substitutes to accommodate employee leave requests. Requests for consecutive days off will be considered as a whole, and every attempt will be made to grant such requests. Vacation time shall not be taken in units of less than two (2) hours.

d. Rest Periods Employees who are working eight hours shall receive two (2) fifteen (15) minute rest periods during their workday. Employees who are working seven hours and less than eight hours shall receive one (1) fifteen (15) minute and one (1) ten (10) minute rest period during their workday. Employees who are working six hours or more and less than seven hours shall receive two (2) ten (10) minute rest periods. Employees who are working four hours or more and less than six hours shall receive one (1) fifteen (15) minute rest period. The rest period will be added to an employee's regular route time when no layover/standby time is provided between the time the employee leaves and returns to the bus compound after the morning run, and the time the employee leaves the bus compound and returns after the afternoon run. This rest period does not include any student supervision.

10. License Renewal Training In license renewal years, School Bus Drivers who complete a minimum of fifteen (15) hours of District-provided classroom instruction will receive a stipend of \$300.00. In license non-renewal years, School Bus Drivers who complete a minimum of ten (10) hours of District-provided training (Classroom/Behind-the-Wheel/In-Service) will receive a stipend of \$200.00. Training during contracted hours shall be in a paid status. Training outside of contracted hours will be paid at the stipend rate.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Professional Growth
Code	Article 20
Status	Active
Adopted	February 11, 2025

1. The district will budget a \$10,000 annual cap.
2. Reimbursement will be limited to \$1,000 per year for any individual unit member (for books and tuition). Reimbursement to occur after completion of the course with a grade of 'B' or Pass/Credit if the class is on a Pass/Fail or Credit/Non-Credit basis.
3. Courses must be pre-approved and relate to the applicant's current classification or a classification the applicant aspires to move to.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Savings Clause
Code	Article 21
Status	Active
Adopted	February 11, 2025

In the event that any legislation, government regulation or court decision causes invalidations of any Article or Section of this Agreement, the Board and the Association agrees to meet to negotiate any Article or Section so affected; all other Articles and Sections not so invalidated shall remain in full force and effect. The Board and the Association agree to meet within thirty (30) days following the announcement of legal action to negotiate a replacement of invalidated Article or Section.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	No Strike - No Lockout
Code	Article 22
Status	Active
Adopted	February 11, 2025

During the terms of this Agreement the California School Employees Association will not cause, permit, threaten, or participate in any strike, including the refusal to cross any other labor organization's picket lines, walkout, slowdown, boycott, picket, work stoppage, refusal to work, or any other interference with the cooperation of the District. The Board agrees that it will not lockout classified employees, nor will it do anything to prevent continuity of performance by the classified employees required in the normal and usual operation of the District.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Waiver
Code	Article 23
Status	Active
Adopted	February 11, 2025

The parties agree that this Agreement constitutes the entire contract between them, governing wages, hours and a condition of employment of the employees in the bargaining unit during the term specified herein, and settles all demands and issues on all matters subject to collective bargaining. Accordingly, the Board and Association expressly waive the right during the term of this Agreement to demand negotiations upon any subject matter, whether or not such subject matter has or has not been raised or discussed by either party during negotiations leading up to the execution of this Agreement.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Organizational Security
Code	Article 24
Status	Active
Adopted	February 11, 2025

1. Dues Deductions: The District shall deduct in accordance with the CSEA dues schedule, dues from the wages of employees who submit written dues authorization to CSEA. CSEA, and its Chapter 179, shall have the sole and exclusive right to have membership dues and service fees, if any, deducted from the payroll warrants of bargaining unit members by the District. Dues Deductions must start the pay period after the District receives notification of the dues authorization from CSEA. The District shall accept the certification provided by CSEA on dues deductions for bargaining unit members; If the union states it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization unless a dispute is risen by the employee questioning the existence or terms of the authorization.
2. Membership Communications: The District shall refer all requests for changes to CSEA membership to the CSEA San Diego Field Office (858-202-2610) or the bargaining unit's assigned CSEA Labor Relations Representative. The District shall not deter or discourage bargaining unit employees or applicants from becoming or remaining members of CSEA. If the District chooses to disseminate mass communications to bargaining unit employees or applicants concerning their rights to join or support CSEA, the District shall meet and confer with CSEA concerning the content of the mass communication. If the parties cannot reach an agreement and the employer decides to go ahead with its proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by CSEA.
3. Hold Harmless Provision: As a condition of effectiveness of this Article, the Association agrees to indemnify and save the District, Governing Board, each individual School Board Member, and all administrators in the District harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and direct costs including all court or State administrative agency costs that may be sustained out of or by reason of action taken by the District for the purpose of complying with this Article. The District shall take no action to encourage or assist anyone in making such a claim and shall not without a compelling reason reject counsel proposed by CSEA to defend any such claim.



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Terms of Agreement
Code	Article 25
Status	Active
Adopted	February 11, 2025
Last Revised	January 15, 2025
Prior Revised Dates	09/29/2023

REOPENER/SUCCESSOR AGREEMENT

Reopeners: On or before April 1 of subsequent years, three (3) articles selected by the Association and up to three (3) Articles selected by the Governing Board, may be reopened. At any time, Articles that are mutually agreed upon may be discussed.

Successor: On or before April 1 of the 2027 contract year both parties will submit initial proposals to sunshine for a new 3-year successor contract for 2024-2027.

EXHIBIT A

Agency Shop Election Certification



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	Agency Shop Election Certification
Code	Exhibit A
Status	Active
Adopted	February 11, 2025

[Exhibit A - Agency Shop Election Certification.pdf \(235 KB\)](#)

DEPARTMENT OF INDUSTRIAL RELATIONS

STATE CONCILIATION SERVICE

30 FRONT STREET — ROOM 202K 4060

SAN DIEGO, CA 92101

714/237-7317

October 22, 1982

Ed Darning
Labor Consultant
Cajon Valley Union
School District
189 Roanoke Road
El Cajon, CA 92022

Tony Fernandez
Representative
C.S.E.A.
3443 Camino del Rio S. #322
San Diego, CA 92108

Wayne Outken
Director, Employee-Employer
Relations
Cajon Valley Union
School District
189 Roanoke Road
El Cajon, CA 92022

Gentlemen:

The official results of the agency shop election
which was conducted by myself on Wednesday,
October 20, 1982 are as follows:

Total of employees voting	-	289.
Those voting YES for Agency Shop	-	183.
Those voting NO for Agency Shop	-	106.

I have retained the voting list and the ballots
in my file. If in the future you have need of
these, call me. It was my pleasure being of
service to you.

Sincerely yours,



David B. Hart
Mediator/Conciliator

DBH:blc

EXHIBIT B

2024-2025 Salary Schedules



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	2024-2025 Salary Schedules
Code	Exhibit B
Status	Active
Adopted	February 11, 2025

[2024-2025 Salary Schedule - CL - Combined - 04.04.25.pdf \(153 KB\)](#)



CLASSIFIED EMPLOYEES' SALARY SCHEDULE 2024-2025

Effective: July 1, 2024 (1.0% COLA)

Sub Hrly Effective: March 1, 2025

Board Approved: Feb 11, 2025

Previous Base, Range 3 - Step 1 = \$2,561

[Click Here to skip to last page](#)
showing each Classification's range

	RANGE												
STEP	10	11	12	13	14	15	16	17	18	19	20	21	22
Sub Hrly	17.74	18.18	18.64	19.11	19.59	20.08	20.58	21.09	21.62	22.16	22.71	23.28	23.86
1	3,075	3,152	3,231	3,312	3,395	3,480	3,567	3,656	3,747	3,841	3,937	4,035	4,136
2	3,231	3,312	3,395	3,480	3,567	3,656	3,747	3,841	3,937	4,035	4,136	4,239	4,345
3	3,395	3,480	3,567	3,656	3,747	3,841	3,937	4,035	4,136	4,239	4,345	4,454	4,565
4	3,567	3,656	3,747	3,841	3,937	4,035	4,136	4,239	4,345	4,454	4,565	4,679	4,796
5	3,747	3,841	3,937	4,035	4,136	4,239	4,345	4,454	4,565	4,679	4,796	4,916	5,039
6	3,789	3,884	3,981	4,080	4,183	4,287	4,394	4,504	4,616	4,732	4,850	4,971	5,096
7	3,831	3,927	4,026	4,126	4,229	4,334	4,443	4,554	4,668	4,784	4,904	5,027	5,152
8	3,873	3,971	4,070	4,171	4,276	4,382	4,492	4,604	4,719	4,837	4,958	5,082	5,209
9	3,916	4,014	4,114	4,217	4,322	4,430	4,541	4,654	4,770	4,890	5,012	5,137	5,266
10	3,958	4,057	4,158	4,262	4,369	4,477	4,589	4,705	4,822	4,942	5,066	5,193	5,322
11	4,000	4,100	4,203	4,307	4,415	4,525	4,638	4,755	4,873	4,995	5,120	5,248	5,379
12	4,042	4,143	4,247	4,353	4,462	4,573	4,687	4,805	4,924	5,047	5,174	5,303	5,436
13	4,084	4,187	4,291	4,398	4,508	4,621	4,736	4,855	4,976	5,100	5,228	5,358	5,493
14	4,126	4,230	4,336	4,444	4,555	4,668	4,785	4,905	5,027	5,153	5,282	5,414	5,549
15	4,169	4,273	4,380	4,489	4,601	4,716	4,834	4,955	5,079	5,205	5,336	5,469	5,606
16	4,211	4,316	4,424	4,534	4,648	4,764	4,883	5,005	5,130	5,258	5,390	5,524	5,663
17	4,253	4,360	4,468	4,580	4,694	4,811	4,932	5,055	5,181	5,311	5,443	5,580	5,719
18	4,295	4,403	4,513	4,625	4,741	4,859	4,980	5,105	5,233	5,363	5,497	5,635	5,776
19	4,337	4,446	4,557	4,671	4,787	4,907	5,029	5,156	5,284	5,416	5,551	5,690	5,833
20	4,379	4,489	4,601	4,716	4,834	4,954	5,078	5,206	5,335	5,469	5,605	5,746	5,889
21	4,421	4,532	4,646	4,761	4,880	5,002	5,127	5,256	5,387	5,521	5,659	5,801	5,946
22	4,464	4,576	4,690	4,807	4,927	5,050	5,176	5,306	5,438	5,574	5,713	5,856	6,003
23	4,506	4,619	4,734	4,852	4,974	5,097	5,225	5,356	5,489	5,626	5,767	5,911	6,059
24	4,548	4,662	4,779	4,897	5,020	5,145	5,274	5,406	5,541	5,679	5,821	5,967	6,116
25	4,590	4,705	4,823	4,943	5,067	5,193	5,323	5,456	5,592	5,732	5,875	6,022	6,173
26	4,632	4,748	4,867	4,988	5,113	5,240	5,372	5,506	5,643	5,784	5,929	6,077	6,229
27	4,674	4,792	4,911	5,034	5,160	5,288	5,420	5,556	5,695	5,837	5,983	6,133	6,286
28	4,717	4,835	4,956	5,079	5,206	5,336	5,469	5,606	5,746	5,890	6,037	6,188	6,343
29	4,759	4,878	5,000	5,124	5,253	5,384	5,518	5,657	5,798	5,942	6,091	6,243	6,400
30	4,801	4,921	5,044	5,170	5,299	5,431	5,567	5,707	5,849	5,995	6,145	6,299	6,456
31	4,843	4,964	5,089	5,215	5,346	5,479	5,616	5,757	5,900	6,048	6,199	6,354	6,513
32	4,885	5,008	5,133	5,261	5,392	5,527	5,665	5,807	5,952	6,100	6,253	6,409	6,570
33	4,927	5,051	5,177	5,306	5,439	5,574	5,714	5,857	6,003	6,153	6,307	6,465	6,626
34	4,969	5,094	5,221	5,351	5,485	5,622	5,763	5,907	6,054	6,206	6,361	6,520	6,683
35	5,012	5,137	5,266	5,397	5,532	5,670	5,811	5,957	6,106	6,258	6,415	6,575	6,740
36	5,054	5,181	5,310	5,442	5,578	5,717	5,860	6,007	6,157	6,311	6,469	6,630	6,796
37	5,096	5,224	5,354	5,488	5,625	5,765	5,909	6,057	6,208	6,363	6,523	6,686	6,853
38+	5,138	5,267	5,399	5,533	5,671	5,813	5,958	6,108	6,260	6,416	6,577	6,741	6,910



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Previous Base, Range 3 - Step 1 = \$2,561

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showing each Classification's range

RANGE													
STEP	23	24	25	26	27	28	29	30	31	32	33	34	35
Sub Hrly	24.46	25.07	25.70	26.34	26.99	27.67	28.36	29.07	29.80	30.54	31.30	32.09	32.89
1	4,239	4,345	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,426	5,562	5,701
2	4,454	4,565	4,679	4,796	4,916	5,039	5,165	5,294	5,426	5,562	5,701	5,844	5,990
3	4,679	4,796	4,916	5,039	5,165	5,294	5,426	5,562	5,701	5,844	5,990	6,140	6,294
4	4,916	5,039	5,165	5,294	5,426	5,562	5,701	5,844	5,990	6,140	6,294	6,451	6,612
5	5,165	5,294	5,426	5,562	5,701	5,844	5,990	6,140	6,294	6,451	6,612	6,777	6,946
6	5,223	5,354	5,487	5,625	5,765	5,910	6,057	6,209	6,365	6,524	6,686	6,853	7,024
7	5,281	5,413	5,548	5,687	5,829	5,975	6,125	6,278	6,436	6,596	6,761	6,929	7,102
8	5,339	5,473	5,609	5,750	5,893	6,041	6,192	6,347	6,506	6,669	6,835	7,006	7,180
9	5,397	5,532	5,670	5,812	5,958	6,107	6,260	6,416	6,577	6,741	6,910	7,082	7,259
10	5,456	5,592	5,731	5,875	6,022	6,173	6,327	6,485	6,648	6,814	6,984	7,158	7,337
11	5,514	5,651	5,792	5,937	6,086	6,238	6,394	6,554	6,719	6,886	7,058	7,234	7,415
12	5,572	5,711	5,853	6,000	6,150	6,304	6,462	6,624	6,790	6,959	7,133	7,311	7,493
13	5,630	5,770	5,914	6,063	6,214	6,370	6,529	6,693	6,860	7,032	7,207	7,387	7,571
14	5,688	5,830	5,975	6,125	6,278	6,436	6,596	6,762	6,931	7,104	7,281	7,463	7,649
15	5,746	5,890	6,036	6,188	6,342	6,501	6,664	6,831	7,002	7,177	7,356	7,539	7,727
16	5,804	5,949	6,097	6,250	6,406	6,567	6,731	6,900	7,073	7,249	7,430	7,616	7,806
17	5,862	6,009	6,159	6,313	6,471	6,633	6,799	6,969	7,144	7,322	7,505	7,692	7,884
18	5,920	6,068	6,220	6,375	6,535	6,699	6,866	7,038	7,214	7,394	7,579	7,768	7,962
19	5,978	6,128	6,281	6,438	6,599	6,764	6,933	7,107	7,285	7,467	7,653	7,844	8,040
20	6,037	6,187	6,342	6,501	6,663	6,830	7,001	7,176	7,356	7,540	7,728	7,921	8,118
21	6,095	6,247	6,403	6,563	6,727	6,896	7,068	7,245	7,427	7,612	7,802	7,997	8,196
22	6,153	6,306	6,464	6,626	6,791	6,962	7,136	7,314	7,498	7,685	7,877	8,073	8,274
23	6,211	6,366	6,525	6,688	6,855	7,027	7,203	7,383	7,569	7,757	7,951	8,149	8,353
24	6,269	6,426	6,586	6,751	6,920	7,093	7,270	7,452	7,639	7,830	8,025	8,226	8,431
25	6,327	6,485	6,647	6,813	6,984	7,159	7,338	7,522	7,710	7,902	8,100	8,302	8,509
26	6,385	6,545	6,708	6,876	7,048	7,225	7,405	7,591	7,781	7,975	8,174	8,378	8,587
27	6,443	6,604	6,769	6,939	7,112	7,290	7,473	7,660	7,852	8,048	8,248	8,454	8,665
28	6,501	6,664	6,830	7,001	7,176	7,356	7,540	7,729	7,923	8,120	8,323	8,531	8,743
29	6,560	6,723	6,891	7,064	7,240	7,422	7,607	7,798	7,993	8,193	8,397	8,607	8,821
30	6,618	6,783	6,952	7,126	7,304	7,488	7,675	7,867	8,064	8,265	8,472	8,683	8,900
31	6,676	6,842	7,013	7,189	7,369	7,553	7,742	7,936	8,135	8,338	8,546	8,759	8,978
32	6,734	6,902	7,074	7,251	7,433	7,619	7,809	8,005	8,206	8,410	8,620	8,836	9,056
33	6,792	6,962	7,135	7,314	7,497	7,685	7,877	8,074	8,277	8,483	8,695	8,912	9,134
34	6,850	7,021	7,196	7,377	7,561	7,751	7,944	8,143	8,347	8,556	8,769	8,988	9,212
35	6,908	7,081	7,257	7,439	7,625	7,816	8,012	8,212	8,418	8,628	8,844	9,064	9,290
36	6,966	7,140	7,318	7,502	7,689	7,882	8,079	8,281	8,489	8,701	8,918	9,140	9,368
37	7,024	7,200	7,379	7,564	7,753	7,948	8,146	8,350	8,560	8,773	8,992	9,217	9,447
38+	7,083	7,259	7,440	7,627	7,817	8,014	8,214	8,419	8,631	8,846	9,067	9,293	9,525



CLASSIFIED EMPLOYEES' SALARY SCHEDULE 2024-2025

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Previous Base, Range 3 - Step 1 = \$2,561

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	RANGE														
STEP	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50
Sub Hrly	33.72	34.56	35.42	36.31	37.22	38.15	39.10	40.07	41.08	42.10	43.15	44.23	45.34	46.47	47.63
1	5,844	5,990	6,140	6,294	6,451	6,612	6,777	6,946	7,120	7,298	7,480	7,667	7,859	8,055	8,256
2	6,140	6,294	6,451	6,612	6,777	6,946	7,120	7,298	7,480	7,667	7,859	8,055	8,256	8,462	8,674
3	6,451	6,612	6,777	6,946	7,120	7,298	7,480	7,667	7,859	8,055	8,256	8,462	8,674	8,891	9,113
4	6,777	6,946	7,120	7,298	7,480	7,667	7,859	8,055	8,256	8,462	8,674	8,891	9,113	9,341	9,575
5	7,120	7,298	7,480	7,667	7,859	8,055	8,256	8,462	8,674	8,891	9,113	9,341	9,575	9,814	10,059
6	7,200	7,380	7,564	7,753	7,947	8,146	8,349	8,557	8,772	8,991	9,216	9,446	9,683	9,924	10,172
7	7,280	7,462	7,648	7,840	8,036	8,236	8,442	8,652	8,869	9,091	9,318	9,551	9,790	10,035	10,285
8	7,360	7,544	7,732	7,926	8,124	8,327	8,535	8,748	8,967	9,191	9,421	9,656	9,898	10,145	10,398
9	7,440	7,626	7,817	8,012	8,213	8,417	8,628	8,843	9,064	9,291	9,523	9,761	10,006	10,256	10,512
10	7,521	7,709	7,901	8,098	8,301	8,508	8,720	8,938	9,162	9,391	9,626	9,866	10,114	10,366	10,625
11	7,601	7,791	7,985	8,185	8,389	8,599	8,813	9,033	9,259	9,491	9,728	9,972	10,221	10,476	10,738
12	7,681	7,873	8,069	8,271	8,478	8,689	8,906	9,128	9,357	9,591	9,831	10,077	10,329	10,587	10,851
13	7,761	7,955	8,153	8,357	8,566	8,780	8,999	9,224	9,455	9,691	9,933	10,182	10,437	10,697	10,964
14	7,841	8,037	8,237	8,443	8,655	8,871	9,092	9,319	9,552	9,791	10,036	10,287	10,544	10,808	11,077
15	7,921	8,119	8,322	8,530	8,743	8,961	9,185	9,414	9,650	9,891	10,138	10,392	10,652	10,918	11,191
16	8,001	8,201	8,406	8,616	8,832	9,052	9,278	9,509	9,747	9,991	10,241	10,497	10,760	11,028	11,304
17	8,081	8,283	8,490	8,702	8,920	9,142	9,371	9,604	9,845	10,091	10,343	10,602	10,868	11,139	11,417
18	8,161	8,365	8,574	8,788	9,008	9,233	9,463	9,700	9,943	10,191	10,446	10,707	10,975	11,249	11,530
19	8,241	8,447	8,658	8,875	9,097	9,324	9,556	9,795	10,040	10,291	10,548	10,812	11,083	11,360	11,643
20	8,322	8,530	8,742	8,961	9,185	9,414	9,649	9,890	10,138	10,391	10,651	10,917	11,191	11,470	11,756
21	8,402	8,612	8,826	9,047	9,274	9,505	9,742	9,985	10,235	10,491	10,753	11,022	11,299	11,581	11,870
22	8,482	8,694	8,911	9,133	9,362	9,596	9,835	10,080	10,333	10,591	10,856	11,127	11,406	11,691	11,983
23	8,562	8,776	8,995	9,220	9,450	9,686	9,928	10,176	10,430	10,691	10,958	11,233	11,514	11,801	12,096
24	8,642	8,858	9,079	9,306	9,539	9,777	10,021	10,271	10,528	10,791	11,061	11,338	11,622	11,912	12,209
25	8,722	8,940	9,163	9,392	9,627	9,867	10,114	10,366	10,626	10,891	11,163	11,443	11,729	12,022	12,322
26	8,802	9,022	9,247	9,478	9,716	9,958	10,206	10,461	10,723	10,991	11,266	11,548	11,837	12,133	12,435
27	8,882	9,104	9,331	9,565	9,804	10,049	10,299	10,556	10,821	11,092	11,368	11,653	11,945	12,243	12,549
28	8,962	9,186	9,415	9,651	9,893	10,139	10,392	10,652	10,918	11,192	11,471	11,758	12,053	12,353	12,662
29	9,042	9,268	9,500	9,737	9,981	10,230	10,485	10,747	11,016	11,292	11,574	11,863	12,160	12,464	12,775
30	9,123	9,351	9,584	9,823	10,069	10,320	10,578	10,842	11,114	11,392	11,676	11,968	12,268	12,574	12,888
31	9,203	9,433	9,668	9,910	10,158	10,411	10,671	10,937	11,211	11,492	11,779	12,073	12,376	12,685	13,001
32	9,283	9,515	9,752	9,996	10,246	10,502	10,764	11,032	11,309	11,592	11,881	12,178	12,483	12,795	13,114
33	9,363	9,597	9,836	10,082	10,335	10,592	10,857	11,128	11,406	11,692	11,984	12,283	12,591	12,905	13,228
34	9,443	9,679	9,920	10,168	10,423	10,683	10,950	11,223	11,504	11,792	12,086	12,389	12,699	13,016	13,341
35	9,523	9,761	10,005	10,255	10,511	10,774	11,042	11,318	11,601	11,892	12,189	12,494	12,807	13,126	13,454
36	9,603	9,843	10,089	10,341	10,600	10,864	11,135	11,413	11,699	11,992	12,291	12,599	12,914	13,237	13,567
37	9,683	9,925	10,173	10,427	10,688	10,955	11,228	11,508	11,797	12,092	12,394	12,704	13,022	13,347	13,680
38+	9,763	10,007	10,257	10,513	10,777	11,045	11,321	11,604	11,894	12,192	12,496	12,809	13,130	13,457	13,793

Shaded steps show the longevity factor of 1.125% (based on Step 5, current range) added after the completion of 5 - 37 years of regularly employed service in the District. Employees must satisfy contract requirements to qualify for the 6% retirement longevity. Refer to the negotiated contract or contact Personnel Services for additional information.

To calculate monthly base pay: Monthly rate divided by 173.33 = approximate hourly rate. Multiply hourly rate x number of hours per day x number of contract days per year, divided by the number of monthly payments you receive per year (most school site employees receive 11 checks per year; most department employees receive 12 checks per year).

Example: \$2020 ÷ 173.33 = \$11.65 per hour. Then, \$11.65 per hour x 3 hours per day x 204 days = \$7,129.80 ÷ 11 pay = approximately \$648.16 base pay per month.

CLASSIFICATION	RANGE	DUTY DAYS
ACCOUNTING		
Budget & Special Programs Analyst	40	260
Accountant	33	260
Benefits Specialist	31	260
Accounting Technician	30	260
Payroll & Benefits Technician	26	260
Accounting Assistant III	25	260
Accounting Assistant II	23	260
Accounting Assistant I	20	260

CHILD NUTRITION CENTER		
CNS Lead – A La Carte/Breakfast/Catering	18	240
CNS Lead – Baker	18	240
CNS Lead – Cook	18	240
CNS Lead – Distribution	18	240
CNS Lead – Production/Serving Kitchen	18	209
Child Nutrition Worker II	14	206/208
Child Nutrition Worker I - Central Kitchen	10	206/240
Child Nutrition Worker I - School Site	10	206

CLERICAL/SECRETARIAL		
School Administrative Assistant - Lead	32	240/250/260
Administrative Assistant II / Bilingual	30	260
School Administrative Assistant / Bilingual	30	221
Administrative Assistant II	28	260
School Administrative Assistant	28	221
Administrative Assistant I / Bilingual	26	260
Administrative Assistant I	24	260
Personnel Technician	24	260
Secretary / Bilingual	23	260
Office Technician / Bilingual	22	240/260
Personnel Assistant	21	260
Secretary	21	260
Office Technician	20	240/260
Student Data Technician / Bilingual	20	221
Office Assistant II / Bilingual	19	210/221/240/260
Clerk Typist III	18	240/260
Student Data Technician	18	221
District Receptionist / Bilingual	17	260
Office Assistant II	17	210/221/240/260
District Receptionist	15	260
Office Assistant I / Bilingual	15	206
Office Assistant I	13	206
Office Aide / Bilingual	12	206
Office Aide	10	206

EXTENDED DAY PROGRAM SERVICES		
Jumpstart! Instructor - Lead	23	209
Jumpstart! Instructor	21	209
Extended Day Program Site Lead	18	209/260
Extended Day Program Assistant	15	209
Extended Day Program Aide	10	206

HEALTH SERVICES		
Mental Health Clinician II	46	221/237
Occupational Therapist	46	159/240
Physical Therapist	46	159/240
Registered Nurse - Classified	46	240
Mental Health Clinician I	40	221/237
Speech Language Pathology Assistant / Bilingual	33	206
Certified Occupational Therapy Assistant	31	206
Speech Language Pathology Assistant	31	206
Licensed Vocational Nurse (LVN) / Bilingual	29	210/237
Licensed Vocational Nurse (LVN)	27	210/237
Health Assistant / Bilingual	18	210
Health Technician	17	237
Health Assistant	16	210

INSTRUCTIONAL SERVICES SUPPORT		
Behavior Intervention Specialist / Bilingual	21	207/237
Guidance Technician / Bilingual	20	206
Behavior Intervention Specialist	19	207/237
Augmentative and Alternative Communication Paraeducator	18	206/237
Guidance Technician	18	206
Paraeducator / Bilingual	18	129/207/237
Instructional/Health Care Technician	17	206
Paraeducator	16	129/207/237
Alternative Learning Program Assistant	15	206/237
Vocational Education Assistant	15	206
English Language Development Assistant	13	129/206
Instructional Assistant	11	206

LIBRARY MEDIA		
Instructional Materials / Catalog Technician	23	260
Library Media Technician II / Bilingual	22	170
Library Media Technician I / Bilingual	20	170/192
Library Media Technician II	20	170/206
Library Media Technician I	18	170/192
Curricular Materials Services Assistant	14	240

+ (Reallocated)

** (Title changed/added)

Questions regarding employee pay?

Contact the Payroll Department at 588-3070.

CLASSIFICATION	RANGE	DUTY DAYS
LOGISTICS/PURCHASING		
Contract Specialist	36	260
Buyer	29	260
Storekeeper II	27	260
Inventory Control Technician	26	260
Storekeeper I	25	260
Assistant Buyer	23	260
Delivery Driver/Warehouse Worker	21	260
Purchasing Assistant	21	260
Purchasing Assistant I	19	260

MAINTENANCE/OPERATIONS		
Heating, Ventilation, A/C, & Refrigeration Technician	33	260
Asbestos Tech./General Maintenance & Repair Mechanic	32	260
Lead Carpenter	32	260
Lead Painter	32	260
Electrician	31	260
Grounds Equipment Operator	31	260
Plumber	31	260
Security Systems Technician	31	260
Carpenter	30	260
General Maintenance Repair Mechanic	30	260
Grounds Crew Leader	28	260
Painter	29	260
Custodial Crew Leader	25	260
Grounds/Irrigation Technician	25	260
Maintenance Service Technician	25	260
Day Custodian	20	260
Day Custodian/Groundskeeper	20	260
Groundskeeper II	20	260
Groundskeeper I	18	260
Night Custodian	17	260

PRINTSHOP/DUPLICATING		
Media & Communications Specialist	45	260
Graphic Arts Technician & Install Designer	33	260
Printing & Web Services Technician	25	260
Print Shop & Specialty Items Technician	24	260
Print Shop Technician	22	260
Graphics Assistant/Installer	19	260
Print Shop Assistant	16	260

STUDENT SUPPORT		
Educational Services Programs Liaison	33	260
Deafblind Intervener	29	206
Interpreter for the Deaf	29	206
Safety & Security Specialist	27	206/221/260
Family Liaison / Bilingual	25	260
Parent Facilitator / Bilingual	25	227
Campus Safety Lead	23	206
Parent Facilitator	23	227
Bilingual/Bicultural Interpreter	22	221/240/260
Community Liaison / Bilingual	20	206/221
Campus Safety Assistant	19	206
Community Liaison	18	206/221
Special Education Adaptive Equipment Technician	16	240
Early Childhood Education Assistant / Bilingual	13	206
Lifeguard	12	197/206/237
Physical Education/Locker Room Assistant	12	206
Volunteer Liaison/Trainer / Bilingual	12	206
Early Childhood Education Assistant	11	206
Campus Aide	10	129/167/206
Volunteer Liaison/Trainer	10	206

TECHNICAL		
Personnel Analyst	38	260
Planning Technician / Bilingual	36	260
Data & Assessment Technician	34	260
Planning Technician	34	260
Planning Assistant	27	260
Special Education Technician	27	260

TECHNOLOGY SERVICES		
Infrastructure Engineer	50	260
Network Analyst	48	260
Systems Analyst/Programmer	46	260
Webmaster	41	260
Computer/Network Technician II	38	260
Database Specialist	38	260
Assistant Database/Network Analyst	35	260
Programmer	35	260
Computer/Network Technician I	33	260
Computer Repair Technician	31	260
Electronics Technician	31	260
Help Desk Technician	31	260
Help Desk Representative	29	260
Computer Support Technician	29	260

TRANSPORTATION		
Lead Heavy Duty Mechanic	37	260
Heavy Duty Mechanic	31	260
Driver Instructor	27	260
Transportation Scheduler/Dispatcher	27	260
Mechanic	26	260
Transportation Operations Assistant	26	260
School Bus Driver II	22	240/260
School Bus Driver	21	208
Mechanic Assistant	20	260
Van Driver-Student Transportation	17	208
Bus Attendant	10	208

EXHIBIT C

2025 Monthly Co-Premiums and
Annual District Contribution



Book	CSEA Association Contract
Section	CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Title	2025 Monthly Co-Premiums and Annual District Contribution
Code	Exhibit C
Status	Active
Adopted	February 11, 2025
Last Revised	January 15, 2025

[2025 CSEA Benefit Exhibit - Google Docs.pdf \(51 KB\)](#)

2025 CSEA Monthly Co-Premiums and Annual District Contribution
(Co-Premiums Paid August - June Total 11 Payments Per Year)

2025 Health Plans	Full Time (Over 50% Contract) 11thly Co-Premium	Part Time (50% Contract) 11thly Co-Premium	Annual District Contribution
Kaiser 10/10			
Individual	\$237.82	\$237.82	\$7,848.00
2-party	\$469.09		\$15,480.00
Family	\$661.09		\$21,816.00
UHC Performance HMO Network 1			
Individual	\$250.09	\$250.09	\$8,253.00
2-party	\$493.36		\$16,281.00
Family	\$692.18		\$22,842.00
UHC Signature Value Alliance 20/30			
Individual	\$319.64	\$319.64	\$7,848.00
2-party	\$505.09		\$15,480.00
Family	\$692.73		\$21,816.00
Nexus ACO Select Plus PPO 80/50-No HRA			
Individual			
2-party	\$1,368.00	\$1,368.00	\$7,848.00
Family	\$2,690.18		\$15,480.00
	\$3,761.46		\$21,816.00
UHC Journey Plan - Harmony			
Individual	\$142.91	\$142.91	\$7,848.00
2-party	\$228.00		\$15,480.00
Family	\$302.18		\$21,816.00
UHC Journey Plan - Harmony			
Individual	\$158.19	\$158.19	\$7,848.00
2-party	\$280.37		\$15,480.00
Family	\$386.18		\$21,816.00
SIMNSA (Mexico Plan)			
Individual	\$78.82	78.82	\$2,601.00
2-party	\$137.45		\$4,536.00
Family	\$201.55		\$6,651.00