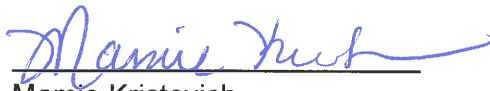


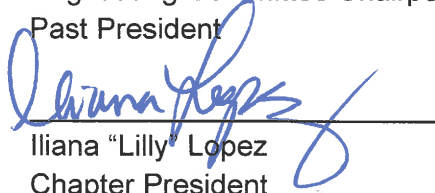
ARTICLE 1: AGREEMENT

This Agreement is entered into this ~~12th day of December 2017~~ **16th day of December 2021**, by and between the Livermore Valley Joint Unified School District, hereinafter referred to as "District" and Livermore Chapter #334 of the California School Employees Association, hereinafter referred to as "CSEA", pursuant to Government Code 3540-3549.

For CSEA:

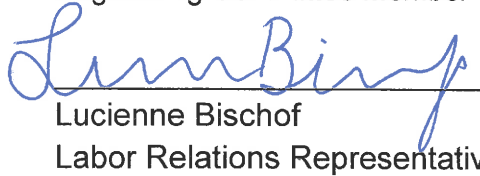


Mamie Kristovich
Negotiating Committee Chairperson
Past President



Iliana "Lilly" Lopez
Chapter President

Stephanie Waggener
Negotiating Committee Member



Lucienne Bischof
Labor Relations Representative

For LVUSD:



Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

ARTICLE 5: ORGANIZATIONAL SECURITY

~~5.1 Organization Security - It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to information about bargaining unit members require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.~~

~~Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.~~

~~No employee shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the employee first comes into the bargaining unit.~~

~~Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such an employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fee to one of the following non religious, non labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~a. Ronald McDonald House at Stanford University~~
- ~~b. Livermore Education Foundation~~
- ~~c. Tri-Valley Haven~~

~~Any employee claiming this religious exemption must file a written request for exemption with CSEA, Legal Department, San Jose, CA. If the request is granted, the employee shall, as a condition of continued exemption from requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payment. (violates Janus)~~

~~5.2 Dues and Service Fee Deductions - CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the employer for employees members in the bargaining unit.~~

~~The employer shall deduct, in accordance with the CSEA dues and service fee schedule, dues and service fees or payments to charity in lieu of service fees from the wages of all employees who are members of the bargaining unit. and who have submitted payroll deduction authorization forms to the District. Such authorizations shall remain in effect until expressly revoked in writing by the employee.~~

~~The employer shall, without charge, pay to CSEA within 30 days of the deduction all sums so deducted. except that the employer shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption pursuant to this agreement have been approved by CSEA.~~

~~Along with each monthly payment to CSEA, the employer shall, without charge, furnish CSEA with an alphabetical list of all workers in the bargaining unit, identifying them by~~

name, social security number, months per year in paid status and annual salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.

~~Nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.~~

The employer shall within 15 days notify the CSEA chapter treasurer if any employee in the bargaining unit revokes a dues, ~~or service fee or payment in lieu of service fee deduction authorization.~~

~~The employer shall deduct and pay to CSEA service fees for each bargaining unit employee who is not a CSEA member in good standing and who is obligated to pay such fees, pursuant to this agreement, unless CSEA notifies the employer that the employee is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.~~

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

~~The employer shall not deduct chapter dues from service fee payers.~~

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

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

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

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

5.4.1 District Notice to CSEA of New Hires

5.4.1.1 Provide CSEA with Notice of New Hires – **The District shall provide the CSEA Labor Relations Representative notice of any newly hired employee, within ten (10) workdays of date of hire, via electronic mail. The notice shall include full legal name, date of hire, classification, site,**

personal email address, cell and/or home telephone number, and mailing address.

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

5.4.2 Employee Information

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

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

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

5.4.2.2 Provide CSEA with Periodic Update of Unit Member Contact Information – The District shall provide CSEA, via a mutually agreeable source FTP site or service, all bargaining unit member names and contact

information described in section 5.4.2.1 on the last working day of September, January, and May.

5.4.3 New Employee Orientation

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

5.4.3.2 Provide CSEA with Access to New Employee Orientations – **CSEA shall receive no less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. Notice to CSEA’s Chapter president and/or designee will include the new employees’ full legal name, date of hire, classification, worksite, personal email address, cell and/or home telephone number, and mailing address.**

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

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

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

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

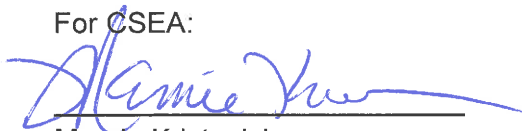
During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

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

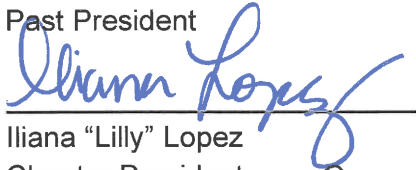
5.4.4 In the event there is a change in law to AB 119, either party may opt to reopen negotiations on this Article within thirty (30) days of the change.

5.4.4.1 Savings Clause – If during the life of the Agreement there exists any applicable law, rule, regulation or order issued by a government authority, other than the District, which shall render invalid or restrain compliance with or enforcement of any provision contained within this Agreement, it shall not invalidate any unaffected remaining portion(s). The remaining portion(s) shall continue in full force and effect. Upon written notification by one of the Parties to the other, any portion of the Agreement that is invalidated in accordance with this Article shall be opened for negotiations within thirty (30) days of the invalidation.

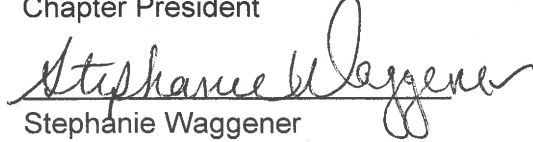
For CSEA:



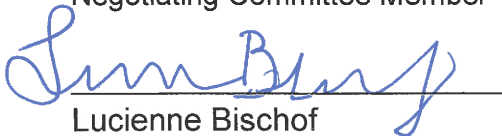
Mamie Kristovich
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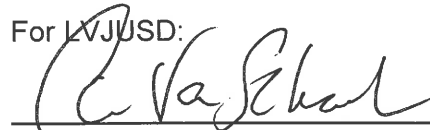


Stephanie Waggener
Negotiating Committee Member



Lucienne Bischof
Labor Relations Representative

For LVJUSD:



Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

T.A.
December 16, 2021

ARTICLE 6: WORKDAY, WORKWEEK AND WORK YEAR

6.1 The regular workweek shall be five (5) consecutive days of eight (8) hours per day. The starting and ending time of an employee's workday may be changed by the administrator and/or program manager. A change in hours may be made for the justifiable needs of the District. Some guidelines for changes in hours are:

6.1.1 Education programs.

6.1.2 Changing workloads.

6.1.3 Any adjustment of three (3) days or more duration shall require the District to provide written notice to the employee and the Association providing the basis for the change. This notice shall be provided at least two (2) weeks prior to the effective date of the schedule change.

6.1.4 A change in hours shall not be made without basis in fact, or for punitive reasons, or result in loss of seniority or other benefits under this agreement. Such change in hours shall be without prejudice to the employee.

6.1.5 A change in hours in excess of thirty (30) minutes shall be by mutual agreement between the administrator/program manager and the employee.

6.2 Workday - Employees shall normally work an eight (8) hour workday, not including a duty-free lunch period of not less than one half (1/2) hour.

6.2.1 If the District is notified of a situation, by a Paraeducator – Special Education or other classroom related classification, where supervision is not occurring, action shall be taken to provide appropriate supervision.

6.3 Workweek - When additional hours become available, employees whose workweek is less than forty (40) hours will be offered increased hours, in their current classification, at their current work locations. Hours shall be offered by order of seniority and employees may accept the additional hours as long as the hours do not conflict with their current assignment. For Paraeducators - Special Education, additional hours shall first be offered to the employee in the current assignment. CSEA shall be notified when an offer for additional hours will be made. New permanent positions that may open and would provide said employee with increased hours will fall under the provisions of Article 18: Transfers and Promotions.

6.4 Work year - The monthly calendar and work days for classifications is listed in Appendix M. Employees whose work year is less than 12 months shall be as follows:

6.4.1 The regular work year for 10 month employees shall be determined on an annual basis. Upon Board adoption of the school year calendar, 10 month employees shall be notified by Human Resources of their starting and ending dates.

6.4.2 The regular work year for 11 month employees shall begin on the first work day in August and end on the last workday of June.

6.4.3 The regular work year for school year employees shall begin on the first day students return to class and end the last day that students are in class.

6.5 Night Employees

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

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

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

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

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

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

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

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

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

6.8 Overtime

Except as defined herein, and except for approved flex time that does not exceed forty (40) hours per week (Ed Code 45132), overtime is defined to include any work

authorized to be performed in excess of eight (8) hours in any one day or forty (40) hours in any workweek.

Ed Code 45132: When a four-day work week is established, the overtime rate shall be paid for all hours worked in excess of the required workday which shall not exceed ten (10) hours. Work performed on the 5th, 6th, and 7th days shall be compensated for at a rate equal to one and one half (1 ½) times the regular rate of pay of the employee designated and authorized to perform the work.

6.8.1 The rate of compensation for overtime shall be at least time and one-half of the employee's regular rate of pay.

6.8.1.1 For employees attending outdoor education camp in support of a Special Education student, the employee will receive their regular rate of pay for the first eight (8) work hours, and then receive the overtime rate of pay until 9:00 PM. (In the event that employees work later than 9:00 PM, timesheets will be submitted and compensated at the overtime rate of pay.)

6.8.2 When any full-time classified employee is required to work on a Sunday, he/she shall be paid at double the employee's regular rate of pay.

6.8.3 If an employee has established an average workday of four (4) hours or more during the workweek, such employee shall be compensated for any work performed on the sixth or seventh day at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay.

6.8.4 If an employee has established an average workday of less than four (4) hours during the workweek, such employee shall be compensated for any work performed on the seventh day at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay.

6.8.5 Work performed on a holiday designated by this Agreement shall be compensated at triple the employee's regular rate of pay.

6.8.6 Right of Refusal - Any employee shall have the right to reject any offer or request for overtime or call back, on call, or call in time except in an emergency. Emergency is defined as an Act of God, or threat to life, property or safety of employees and/or students.

6.8.7 Minimum Call-In Time - Any employee called back to work after completion of his/her regular assignment shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

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

6.8.9 Compensatory Time Off - When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within six (6)

calendar months following the month in which the overtime was worked. Compensatory time off shall be approved in advance and compensated at the appropriate rate which shall not be less than one and one-half (1-1/2) times the number of hours worked by the employee. The rate of one and one-half (1-1/2) times the hours worked shall apply only after an employee has worked a full eight (8) hour day or in the case of a night employee, seven and one-half (7-1/2) hours.

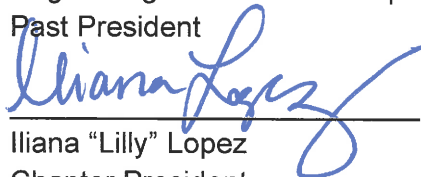
6.8.10 Hours Worked - For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

6.8.11 Flexible Work Shifts - Where two (2) or more employees and/or the program manager in a department wish to elect to stagger their work hours, a conference shall be scheduled between the designated manager and the employees in order to discuss the feasibility of such scheduling. Final determination regarding such change of work hours shall rest with the Superintendent or designee. Notwithstanding the restrictions of this Article as to the provisions for length of any single workday, where the Superintendent or designee agrees to change work schedules, such scheduling shall be permitted on a six (6) months trial basis.

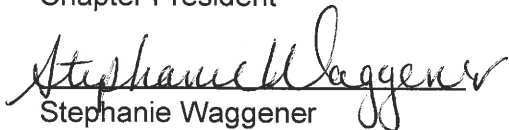
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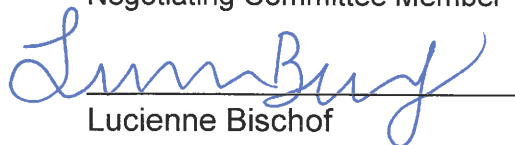
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Lucienne Bischof
Labor Relations Representative

For LVUSD:



Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

ARTICLE 12: EVALUATIONS A (TO BE USED THROUGH 2015-2016)

~~12.1 Probationary Employees~~ — Probationary employees shall be evaluated on or about the end of the fifth (5th) and eleventh (11th) months of his/her probation by his/her designated supervisor. The probationary period shall end at the conclusion of the eleventh (11th) actual month of work. Contained in the evaluation at the end of the eleventh (11th) month is to be a statement as to whether or not the employee shall be recommended for permanent status.

~~12.2 Permanent Employees~~ — Except as provided in this Article, the service evaluation reports for each permanent employee shall be submitted to the Executive Director of Human Resources annually by the designated supervisor. Performance evaluations shall be performed annually on the employee's anniversary date. Employees who do not receive a timely evaluation for the current employment year, shall have his/her job performance deemed satisfactory for that year for the purpose of a request for transfer or promotion. A letter indicating satisfactory performance, under such circumstances, shall be placed in the employee's personnel file and a copy sent to the Association. This section shall not apply to situations when the evaluation is untimely because of the employee's absence from work or the employee's refusal to meet with his/her evaluator.

~~12.2.1~~ — An employee promoted to a new job classification shall serve a six (6) month trial period. Upon completion of the trial period, an employee shall have his/her anniversary date established as the date on which he/she achieves permanent status in the new job classification. An employee who is unsuccessful in completion of the trial period shall be returned to a position in his/her former classification. (This paragraph also exists as 18.2.1)

12.3 Procedure for Evaluating Employees

~~12.3.1~~ — Each employee is to be evaluated by his/her designated supervisor. The designated supervisor may consult with the person who assigns, checks or monitors the work of the employee before completion of the evaluation. Management Team Members and/or Supervisory personnel only, shall be assigned as designated supervisors.

~~12.3.2~~ — Evaluations shall be made in a joint conference between the employee and his/her supervisor. They will discuss the performance requirements for the position. When the evaluation is unsatisfactory in any area, the supervisor shall make specific recommendations for improvement.

~~12.3.3~~ — A copy of the evaluation will be given to the employee at the conference. The employee will indicate his/her knowledge of the evaluation by signing the form.

~~12.3.4~~ — The evaluation will be forwarded to the Executive Director of Human Resources on the appropriate form.

~~12.3.5~~ — Any employee who is dissatisfied with the performance evaluation he/she has received from the assigned administrator may request a review of the rating by the Executive Director of Human Resources.

~~12.3.6 — After a review of the evaluation, if the employee is dissatisfied with the evaluation, he/she may prepare a written response within twenty (20) work days which shall be attached to the evaluation and placed in the employee's personnel file.~~

~~12.3.7 — If job performance justifies, a special evaluation may be given at times other than the annual performance rating by the immediate supervisor. Said evaluation shall provide definitive information regarding areas of strength or weakness referred to therein.~~

~~12.3.8 — When the special evaluation is negative, specific recommendations for improvement shall be made and a time of further review stated. All special evaluations shall be accomplished in accordance with the provisions of this Article.~~

~~12.4 Complaint Procedures~~

~~12.4.1 — Any complaint regarding an employee made to a member of the administration by any parent, student or other person which does or may influence the evaluation of an employee shall be discussed with the employee.~~

~~12.4.2 — Should either the involved employee and/or District representative feel that there should be a meeting concerning the complaint, a meeting shall be scheduled with the complainant and the District representative and the employee shall participate. By mutual agreement of both parties, the employee may be accompanied by a conferee of his/her choice.~~

~~12.4.3 — Prior to the meeting outlined in paragraph 2 above, the employee shall have the opportunity to contact and meet with the complainant in an attempt to resolve the matter.~~

~~— 12.4.4 — Any written material resulting from complaints shall be signed and dated.~~

~~12.4.5 — The employee shall have the right to respond to such material or to request a review by the Executive Director of Human Resources Services. Should the Executive Director of Human Resources determine that the material will be placed in the personnel file, the employee may request a meeting with the Superintendent.~~

~~12.4.6 — The Superintendent shall determine if he/she sustains the action of the Executive Director of Human Resources or may order the complaint excluded from the personnel file.~~

~~— 12.4.7 — If the Superintendent makes an adverse determination, the employee shall be entitled to a hearing before the Board of Education. The hearing may be open, at the election of the employee. The determination of the Board to exclude or include materials in the personnel file shall be final.~~

~~12.4.8 — Should the Board of Education determine that the material will be placed in the personnel file, the employee may make a written response and have his/her response attached to the material.~~

12.5 Unfair Treatment Complaints

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

12.6 Personnel Files

~~12.6.1 — Each employee shall possess the right to examine all evaluations that will be filed in the personnel file maintained in the District Office. Verification of that examination shall be by signature on the evaluation.~~

~~12.6.2 — Any evaluation of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for the purpose without salary reduction.~~

~~12.6.3 — Employees shall possess the right to have copies of evaluations included in their personnel file made available to him/her. A reasonable fee may be charged for more than one (1) copy of the material provided.~~

~~12.6.4 — The employee shall have the right to authorize in writing a representative to examine the employee's file and to obtain copies of evaluations in the personnel file. The member will hold the District blameless in the case of misrepresentation.~~

~~12.6.5 — No adverse action shall be taken against the employee based upon materials which are not in the personnel file.~~

~~12.6.6 — Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.~~

ARTICLE 12: EVALUATIONS B (TO BE USED FOR ALL MEMBERS STARTING 2016-2017)

12.1 Probationary Employees - Probationary employees shall be evaluated on or about the end of the fifth (5th) ~~and eleventh (11th)~~ month of their his/her probation by their his/her immediate ~~designated~~ supervisor. The probationary period shall end at the conclusion of the ~~eleventh (11th)~~ **fifth (5th)** actual month of work. **For example, a 10-month employee hired in March would not have the non-instructional summer months count toward their probationary period.** Contained in the evaluation at the end of the ~~eleventh (11)~~ **fifth (5th)** month is to be a statement as to whether or not the employee shall be recommended for permanent status.

12.1.1 The probationary period is defined as the statutory period outlined in Education Code Section 45113a.

12.2 Permanent Employees - Except as provided in this Article, the service evaluation reports for permanent employees on the evaluation cycle shall be submitted to the ~~Executive Director of Human Resources~~ annually by the immediate designated supervisor. Performance evaluations shall be performed every year prior to July 1, unless that employee is on a two year evaluation cycle (see 12.7.2). Employees who do not receive a timely evaluation, shall have his/her job performance deemed satisfactory for that year for the purpose of a request for transfer, lateral, or promotion. A letter indicating satisfactory performance, ~~shall be given to the employee under such circumstances,~~ shall be placed in the employee's personnel file and a copy sent to the Association. This section shall not apply to situations when the evaluation is untimely because of the employee's absence from work or the employee's refusal to meet with his/her evaluator.

12.2.1 An employee **shall achieve permanent status in their new job classification upon completion of their six-month trial period.** ~~promoted to a new job classification shall serve a six (6) month trial period. Upon completion of the trial period, an employee shall achieve permanent status in the new job classification. An employee who is unsuccessful in completion of the trial period shall be returned to a position their in his/her former classification.~~

12.2.2 The six-month trial period is defined as the period of time after a permanent employee is promoted to a new job classification or moves laterally to a different job classification within the same pay range.

12.3 Timelines – The timelines below refer to the evaluation cycle in which a member is being evaluated.

12.3.1 Unit members to be evaluated in the current year will be provided with the following documents within 30 days of their start date:

- a. the Evaluation process;
- b. appropriate job descriptions;

c. a copy of the Evaluation form

- 12.3.2 The **pre-evaluation conference** ~~meeting~~ ~~Goal-Setting Conference~~ shall be set prior to October 15.
- 12.3.3 A Mid-Year Conference shall be set by February 15.
- 12.3.4 The Final Evaluation Conference shall take place between April 1 and July 1
- 12.3.5 These timelines may be modified for employees who begin or change jobs outside the typical starting date. (For example, an employee who becomes permanent in November.)

12.4 **Pre-Evaluation Conference** ~~Meeting~~ ~~Goal-Setting Conference~~

12.4.1 A ~~conference~~ ~~meeting~~ ~~Conference~~ will be held prior to October 15 for the purpose of discussing the elements of evaluation and to ~~set goals for the year.~~

~~12.4.1.1 The member shall select one area in which to develop one or more goals, and the evaluator shall select one area in which to develop one or more goals. Goals may be created in a third area upon mutual agreement.~~

12.4.2 During this meeting, the **immediate supervisor** ~~evaluator~~ will indicate those observable behaviors, if any, which the **immediate supervisor** ~~evaluator~~ intends to emphasize in the evaluation.

~~12.4.3 The evaluator and employee shall reduce position goals and objectives to writing at the goal setting conference. If they cannot agree on goals and objectives, the Superintendent or designee shall prescribe goals and objectives. If the employee's previous overall summary evaluation was "Unsatisfactory," the evaluator shall make recommendations for improvement. The recommendations for improvement shall include timelines and provisions for follow-up.~~

12.5 Observation and Information Gathering

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

12.6 Mid-Year Conference

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

12.7 Final Conference and Evaluation

- 12.7.1 A conference will be held ~~by July 1 of each year~~ **between April & July of each year** between permanent unit members and the evaluating supervisor for the purpose of **completing** ~~doing~~ a year-end evaluation. The member shall receive a rating for each performance area, ~~indicating the final progress made towards reaching set goals.~~
- 12.7.2 When an employee is determined to meet standards overall, the supervisor may put the employee on a two year evaluation cycle, which shall be formalized at the Final Evaluation Conference.
- 12.7.3 When an employee is **rated a #3 or #4** ~~determined to be unsatisfactory~~ in any area, the supervisor shall make specific recommendations for improvement.
- 12.7.4 A copy of the evaluation will be given to the employee at the conference. The employee will indicate his/her knowledge of the evaluation by signing the form.
- 12.7.5 The evaluation will be forwarded to ~~the Executive Director of Human Resources~~ on the appropriate form.
- 12.7.6 Any employee who is dissatisfied with the performance evaluation he/she has received from the **evaluating supervisor** ~~assigned administrator~~ may request a review of the rating by the ~~Executive Director of Human Resources~~ **Administrator.**
- 12.7.7 After a review of the evaluation, if the employee is dissatisfied with the evaluation, he/she may prepare a written response within twenty (20) work days which shall be attached to the evaluation and placed in the employee's personnel file.

12.8 Special Evaluation

- 12.8.1 If job performance justifies, a special evaluation may be given by the immediate supervisor. Said evaluation shall provide definitive information regarding areas of strength or weakness referred to therein.

- 12.8.2 When the special evaluation is negative, specific recommendations for improvement shall be made and a time of further review stated. All special evaluations shall be accomplished in accordance with the provisions of this Article.

12.9 Complaint Procedures

- 12.9.1 Any complaint regarding an employee made to a member of the administration by any parent, student or other person ~~which does or may~~ **is deemed to have merit and influences** the evaluation of an employee shall be discussed with the employee.
- 12.9.2 Should either the involved employee and/or the District representative feel that there should be a meeting concerning the complaint, a meeting shall be scheduled with the complainant, ~~and the District representative and the employee shall participate.~~ By mutual agreement of both parties, the employee may be accompanied by a **representative** conferee of his/her choice.
- 12.9.3 Prior to the meeting outlined in paragraph 2 above, the employee ~~may~~ shall have the opportunity to contact and meet with the complainant in an attempt to resolve the matter, **if both parties are open to the meeting.**
- 12.9.4 Any written material resulting from complaints shall be signed and dated.
- 12.9.5 The employee shall have the right to respond to such material or to request a review by the ~~Executive Director of Human Resources~~ **Administrator Services**. Should the ~~Executive Director of Human Resources~~ **Administrator** determine that the material will be placed in the personnel file, the employee may request a meeting with the Superintendent.
- 12.9.6 The Superintendent **or designee** shall determine if he/she sustains the action of the ~~Executive Director of Human Resources~~ **Administrator** or may order the complaint excluded from the personnel file.
- 12.9.7 If the Superintendent **or designee** makes an adverse determination, the employee shall be entitled to a hearing before the Board of Education. The hearing may be open, at the election of the employee. The determination of the Board to exclude or include material in the personnel file shall be final.
- ~~12.9.7.1~~ **12.9.7.1** ~~12.9.8~~ Should the Board of Education determine that the material will be placed in the personnel file, the employee may make a written response and have his/her response attached to the material.

12.10 Unfair Treatment Complaints

It is the intent of this provision to prohibit sexual harassment conduct and to ensure a bias-free working atmosphere. Such conduct is defined as harassment on the basis of sex under the following conditions: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to

such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

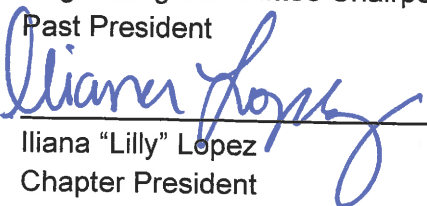
12.11 Personnel Files

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

For CSEA:

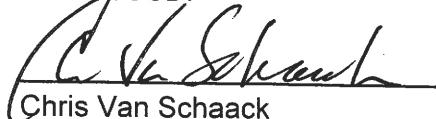


Mamié Kristovich
Negotiating Committee Chairperson
Past President

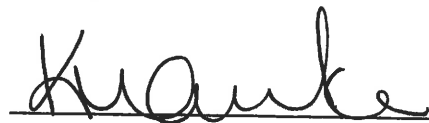


Iliana "Lilly" Lopez
Chapter President

For LVJUSD:



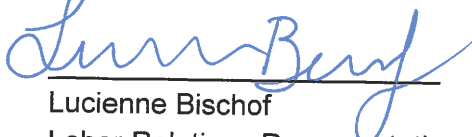
Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

Tentative Agreement
December 16, 2021

Stephanie Waggener
Negotiating Committee Member


Lucienne Bischof
Labor Relations Representative

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION

Livermore Valley Joint Unified School District

(New form to be completed for each Conference)

EMPLOYEE: _____ CLASSIFICATION: _____

SUPERVISOR: _____ SITE/DEPT: _____

EVALUATION PERIOD (Select **one** only and list date):

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

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

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

EMPLOYEE STATUS (Circle): Probationary / Permanent

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

1. WORK QUALITY

A. NEATNESS OF WORK	B. ACCURACY	C. JOB REQUIREMENTS
<ol style="list-style-type: none">1. Work is always presentable2. Work is mostly presentable3. Work is sometimes presentable4. Work is seldom presentable	<ol style="list-style-type: none">1. Work is accurate with few errors2. Work is mostly accurate with minimal errors3. Work is sometimes accurate with some errors4. Work is seldom accurate with numerous errors	<ol style="list-style-type: none">1. Tasks performed meet job requirements2. Tasks performed mostly meet job requirements3. Tasks performed sometimes meet job requirements4. Tasks performed seldom meet job requirements

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

4. DEPENDABILITY

A. SUPERVISION <ol style="list-style-type: none">1. Completes assignments without supervision2. Mostly completes assignments without supervision3. Sometimes completes assignments without supervision4. Seldom completes assignments without supervision	B. FOLLOWING VERBAL AND WRITTEN INSTRUCTIONS <ol style="list-style-type: none">1. Follows instructions accurately2. Mostly follows instructions accurately3. Sometimes follows instructions accurately4. Seldom follows instructions accurately
---	---

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

5. WORK RELATIONSHIPS

A. COURTESY AND PROFESSIONALISM <ol style="list-style-type: none">1. Courtesy and professionalism are demonstrated2. Courtesy and professionalism are mostly demonstrated3. Courtesy and professionalism are sometimes demonstrated4. Courtesy and professionalism are seldom demonstrated	B. CONFIDENTIALITY <ol style="list-style-type: none">1. Confidentiality is maintained2. Confidentiality is mostly maintained3. Confidentiality is sometimes maintained4. Confidentiality is seldom maintained	C. VERBAL AND WRITTEN COMMUNICATIONS <ol style="list-style-type: none">1. Communications are clear and effective2. Communications are mostly clear and effective3. Communications are sometimes clear and effective4. Communications are seldom clear and effective
--	---	---

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

6. ATTENDANCE AND PUNCTUALITY

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

COMMENTS (Required if rating is #3):

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

CIRCLE ONE: Exceeding Expectations Meeting Expectations Working Towards Expectations Unsatisfactory

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

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

SUPERVISOR'S SIGNATURE: _____ DATE: _____

EMPLOYEE'S SIGNATURE: _____ DATE: _____

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

TENTATIVE AGREEMENT
JANUARY 31, 2022

ARTICLE 13: PAY AND ALLOWANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.7.2 Any employee in the bargaining unit who is required by the District to travel between worksites will be compensated for fifteen (15) minutes of travel time for each trip. Travel time shall not increase the overall length of any employee's current workday.

13.8 Any employee in the unit, who as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging, upon submission of appropriate receipts. Prior approval, if possible, is required for such lodging.

13.9 Longevity pay shall be continued in accordance with the following:

13.9.1 Five percent (5%) of base salary beginning with the 11th year of employment in the Livermore Valley Joint Unified School District.

13.9.2 An additional five percent (5%) of salary beginning with the 16th year of employment in the Livermore Valley Joint Unified School District.

13.9.3 An additional five percent (5%) of salary beginning with the 21st year of employment in the Livermore Valley Joint Unified School District.

13.9.4 An additional five percent (5%) of salary beginning with the 26th year of employment in the Livermore Valley Joint Unified School District.

13.9.5 An additional five percent (5%) of salary beginning with the 31st year of employment in the Livermore Valley Joint Unified School District.

13.10 Longevity pay shall be determined by the initial employment date of a classified employee whether full or part-time.

13.11 An employee required by the program manager to perform duties inconsistent with his/her regular duties for a period of one (1) working day shall have his/her salary adjusted upward for the entire period he/she is required to perform such inconsistent duties. The rate of compensation shall be five percent (5%) above the unit member's regular rate of pay or the difference between the unit member's regular rate and the temporary rate, whichever is greater. In no event shall an employee receive acting pay unless the performance of inconsistent duties is approved by the site administrator and/or program manager.

13.12 When an employee working less than full time is temporarily assigned to a position requiring additional hours in his/her classification, he/she shall be paid his/her hourly rate. The supervisor shall attempt to provide a timeline of the work to be performed. All vacancies shall be posted in accordance with Article 18.3.

13.13 Cell Phone Stipend:


13.13.1 All bargaining unit members shall be provided with a \$100 cell phone stipend for the 2019/2020 and 2020/2021 school years.

13.13.2 Beginning in the 2021/2022 school year, a member's direct supervisor shall determine which bargaining unit members are eligible for the \$100 cell phone stipend based on the need for the bargaining unit member to use their cell phone for District business. A bargaining unit member who has not been designated as eligible for the stipend by their supervisor may nevertheless receive the stipend if they are able to show their direct supervisor used the bargaining unit member's personal cell phone to communicate regarding District business.


CSEA



Mamie Kristovich, Negotiations
Committee Chair


Lucienne Bischof, LRR

LVJUSD


Kranke

TA
December 16, 2021

ARTICLE 14: CLASSIFICATION/RECLASSIFICATION

14.1 Purpose of Reclassification Procedures – The purpose of this policy is to provide a uniform system for the individual unit member to be able to request reclassification. This is not a device for salary increases. It is to allow the reclassification caused by a change in the job requirements.

14.2 Classification Review Committee – The District and CSEA agree to convene a Panel (Classification Review Committee) which will consist of 2 members selected by the District and 2 members selected by CSEA. The Committee Panel will meet once each year to review the application(s) and interview employees **who request reclassification** asking to be reclassified.

14.2 Review language regarding Review Committee vs. Review Panel

14.3 Reclassification Criteria – Reclassification can occur for the reasons indicated below:

14.3.1 Significantly new job duties or responsibilities are permanently added to the job over an extended period of time. This results in the duties of the new job fitting more appropriately with those of a higher classification.

14.3.2 If an employee is accomplishing the work of a higher classification on a consistent basis; the employee may be eligible to be reclassified to that position. Nothing in this article shall preclude the District's right to reclassify.

14.3.3 The Panel shall also ensure that new or increased duties have not been simply assumed by the employee without the supervisor's knowledge or approval.

14.3.4 Workload increases will not be considered a basis for reclassification. ("Workload" means volume or amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are the same, there is no basis for reclassification)

14.4 Process for Requesting Reclassification

14.4.1 An individual employee is entitled to request that his/her position be reclassified. Employees must attend a Reclassification Workshop **to be held no later than the first Friday in November**, given by HR and CSEA, to request reclassification. The request shall be submitted on the Reclassification Request Form provided by the Human Resources Department (Appendix N).

14.4.2 The employee shall complete the Reclassification Request Form and submit the form to the Human Resources Department by the last working day in November. Human Resources shall forward a copy of all submitted Request Forms to the CSEA Chapter President **or designee** within five (5) working days of receipt.

14.4.3 The Committee will meet and review the application(s) by December 15 to determine whether the application is complete and meets all criteria.

- 14.4.3.1 Applications that are not complete or do not meet the criteria will be denied. Employees will be notified of this denial within five (5) working days.
 - 14.4.3.2 Applications that are complete and meet the criteria shall be reviewed further as per 14.4.4. Employees will be notified that their requests are eligible for further review within five (5) working days.
 - 14.4.4 Applications that are complete and meet the criteria will be reviewed further by the Committee **by February 15**. This review will include contacting supervisors of employees to review duties and responsibilities; interviewing of the employee; and gathering all other data necessary to render a decision.
 - 14.4.5 Upon considering available information, the Committee will render a recommendation to the Superintendent by March 1. The employee will be notified in writing of the Committee's recommendation within ten (10) working days via the completed Reclassification Request Form.
 - 14.4.6 Requests for reclassification will not be considered in a year during which a classification and compensation study is in process.
- 14.5 Reclassification Appeal Process
- 14.5.1 An employee has the right to appeal any non-unanimous (4-0) recommendation. The employee must notify the Human Resources Department of the intent of appeal within five (5) working days of receipt of the recommendation.
 - 14.5.2 The Appeal Panel will consist of three members: (1) CSEA appointed member, (1) LVJUSD appointed member, and (1) non-District employee member, as agreed by both sides. CSEA and the District shall share the cost of the third appointee.
 - 14.5.3 The Appeal Panel will review all previously submitted information and may ask the employee for additional evidence to substantiate the request for reclassification. The Panel may also interview the employee and contact the supervisor again.
 - 14.5.4 The Appeal Panel will make a recommendation to the Superintendent by June 1 and the employee and CSEA will be notified of the recommendation within five (5) working days.
- 14.6 Authority of the Classification Review Committee and Appeal Panel - The Committee and Appeal Panel shall have the authority to consider written statements or verbal testimony of witnesses as needed and may recommend to the Superintendent the following when considering requests for reclassification:
- 14.6.1 Range placement
 - 14.6.2 Changes in the job description
 - 14.6.3 Job title changes

14.6.4 Creation of a new classification or range

14.7 Final Decision

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

14.7.2 All approved reclassifications shall take effect retroactive to December 1 of that school year.

14.7.3 Any recommendations of reclassification from one existing classification to another existing classification shall move forward to the Board for approval. Any other recommendations shall be negotiated by the District and CSEA prior to final District approval and implementation.

14.8 Classification and Compensation Study - ~~In the 2020/2021/2018/2019 year, the District and CSEA shall conduct a compensation study. The District and CSEA shall form a joint Committee, with equal representation from both parties, to perform all aspects of the formation and implementation of the compensation study including, but not limited to, communications, structure, process, and timelines.~~ **In the 2020/2021/2021/2022 school year, the District shall contract with a third-party provider to conduct a full Classification and Compensation Study. The District shall go out to bid for a third-party provider no later than October 31, 2021. If a third-party provider has not been selected by December 31, 2021, the parties shall meet to discuss the option to conduct the Classification and Compensation Study internally.** The reclassification process in Sections 14.1 through 14.7 shall not occur during the years when a full Classification and Compensation Study is being conducted. The District and CSEA shall form a joint Committee, with equal representation from both parties, to be involved in all aspects of the formation and implementation of the studies including, but not limited to, communications, structure, process, and timelines. The parties shall begin negotiations on any recommendations from a study within thirty (30) days after the completion of the study by the third party provider. In the event of economic uncertainty, the parties agree to negotiate a postponement.

14.8 General Provisions

14.8.1 Placement in Class: Every position shall be placed in a class. New Classification: New classifications shall be assigned to the salary schedule, pending negotiations on the appropriate placement of the new classification. Such negotiations shall be completed within thirty (30) days of establishing the new classification by the Board of Education.

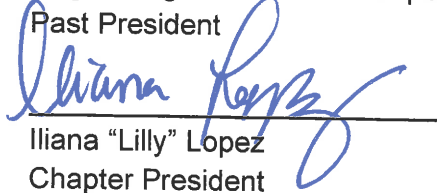
14.8.2 Reclassification Salary: Upon reclassification upward of a position or class of positions, the position(s) shall be assigned a range at least one range higher than the former range. The incumbent(s) in the reclassified position(s) shall also be reclassified with the position(s). Reclassification shall not change an employee's anniversary date.

14.8.3 If it is agreed that the employee has been working out of class, but is not being reclassified, then the employee will be notified in writing that she/he is no longer responsible for the out of class duties. The employee will be paid appropriate out of class differential retroactively from **the date additional duties were assigned** ~~November 1 of the current school year~~ to the point of notification.

For CSEA:

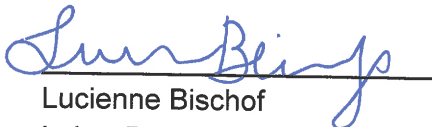


Mamie Kristovich
Negotiating Committee Chairperson
Past President



Iliana "Lilly" Lopez
Chapter President

Stephanie Waggener
Negotiating Committee Member



Lucienne Bischof
Labor Relations Representative

For LVJUSD:



Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

ARTICLE 15: SALARY RULES

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

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

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

~~15.1.3 Employees who complete their 1-year probationary period prior to July 1, 2015, shall have their Anniversary Date converted to the Annual Step Increase Date of July 1. The employee's next annual increase shall also include retroactive pay for any months worked without an increase due to the conversion from Anniversary Date to Annual Step Increase Date. For example, an employee with an anniversary date of January 2016 shall receive their next increase on July 1, 2016 seven (7) months later. That employee would receive a retroactive pay increase for seven (7) months.~~

~~15.1.4 No employee shall be negatively impacted by the implementation of the Annual Step Increase Date. Any conflicts over the implementation of the Annual Step Increase to current employees shall be resolved by a meeting between affected members and representatives from the Human Resources Department and CSEA.~~

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

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

~~15.2.1 An employee promoted to a new job classification shall serve a six (6) month probationary trial period. Upon completion of the probationary trial period, aAn employee who has received a's next annual increase shall be on their Annual Step Increase Date and shall also include retroactive pay for any months worked without an increase after their 6-month trial period.~~

~~15.3 If a part-time employee's position is changed to a full-time position within the same classification, the advancement shall be calculated as though he/she had been working full-time.~~

15.4 Salary

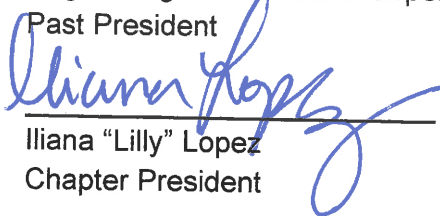
See Section 25.2, "Me Too" clause.

~~For the 2015-2016 and 2016-2017 fiscal years, the salary schedule shall be increased, in accordance with the "Me Too" clause, by 4.75%, retroactive to July 1, 2015.~~

For CSEA:

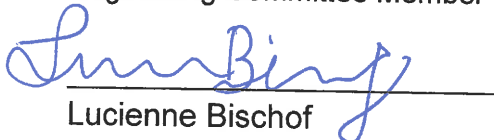


Mamie Kristovich
Negotiating Committee Chairperson
Past President



Iliana "Lilly" Lopez
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Stephanie Waggener
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Lucienne Bischof
Labor Relations Representative

For LVJUSD:



Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

ARTICLE 16: HEALTH AND WELFARE BENEFITS

16.1 ~~The amended Health, Dental and Vision plans as set forth in the letter of June 21, 2007, (Appendix E-1 and further described in Appendix E-2) are effective for 2007/2008 as agreed between LVJUSD. Appendix E-2 sets forth the health plan offerings for the CSEA bargaining unit for the 2021/2022 2007/2008-year.~~

16.2 District Health and Welfare benefit contributions for active employees and retirees (pre July 1, 2005, and post July 1, 2005) shall be maintained at the current level until June 30, 2010. Effective July 1, 2010, the District contribution shall be increased by \$500 pro rata for active employees and retirees who retired pre July 1, 2005, as follows:

- a. Employee Only from \$6,500 to \$7,000
- b. Employee Plus One from \$10,000 to \$10,500
- c. Family from \$12,150 to \$12,650
- d. Retirees who retired post July 1, 2005, shall receive Employee Only contribution from \$6,500 to \$7,000 pro rata

16.3 These maximum monthly contributions shall remain in effect unless negotiated otherwise by a successor agreement. Any increase in the cost of benefits above the maximum District contributions, as set forth above, shall be the responsibility of each employee, until negotiated by a successor agreement, which amount shall be deducted as an automatic payroll deduction. If, in any subsequent contract year, the parties have not reached an agreement to increase the District's maximum contribution, and the cost of the premium increases, the District may implement automatic payroll deductions to pay for such increased costs.

16.4 Vision Care - Each full-time employee must elect coverage by the Vision Plan offered by the District. (Dependents must receive coverage by the Vision Plan of either or both married employees or registered domestic partners of the District.)

16.4.1 Employees assigned forty (40) hours per week shall have the Vision Care premiums paid by the District regardless of the length of their assignment (10, 11, 12 months).

16.4.2 Premiums for coverage shall be paid by the District based on the following pro rating schedule and shall be applied against the dollar amount specified in Section 16.2:

<u>Assigned Work Hours per Week</u>	<u>% of District Contribution</u>
1 hr. through 8 hrs.	20%
Over 8 hrs. through 16 hrs.	40%
Over 16 hrs. through 24 hrs.	60%
Over 24 hrs. through 32 hrs.	80%
Over 32 hrs.	100%

16.5 Health Care - Each full-time employee must elect his/her personal health plan coverage from among the plans offered by the District. Dependents shall be covered by only one health plan. **A full-time employee is defined as any employee working ~~32~~ 40 hours or more per week.**

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

- 16.13 The District shall maintain a service-based IRC Section 125 Plan.
- 16.14 The District has two types of domestic partners: 1) "Registered domestic partner" is an employee registered with the California Secretary of State pursuant to California Family Code section 297. 2) "Non-registered domestic partner" is an employee not registered with the Secretary of State, but which shall exist between two persons regardless of their gender after each of them has completed, signed and have notarized the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Appendix F). Under both types of domestic partnership, the employee, the partner and their dependents shall be eligible for medical, vision and dental benefits under this on the same terms as employees' spouses and their dependents, subject to the following:
- 16.14.1 Sections 16.14.2 through 16.14.4 shall not be applicable to registered domestic partners, such matters shall be governed under California law.
- 16.14.2 A non-registered domestic partnership exists when all of the following occur:
- a. Both persons have a common residence.
 - b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
 - c. Neither person is married nor a member of another domestic partnership.
 - d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
 - e. Both persons are at least 18 years of age and are mentally competent to consent to contract.
 - f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Livermore Valley Joint Unified School District.
 - g. The two parties agree to notify the Livermore Valley Joint Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.
- 16.14.3 Termination: A non-registered domestic partnership shall terminate when any of the following occurs:
- a. One partner gives or sends to the other partner a notarized, written notice that he/she is terminating the partnership
 - b. One of the domestic partners dies.
 - c. One of the domestic partners marries.

- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
- e. Upon termination of the partnership, the employee shall notify the District by filing a Statement of Termination of Domestic Partnership (Appendix G). The form shall include a statement whereby the employee shall certify under penalty of perjury that he/she notified his/her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.
- f. The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the statement, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

16.14.4 Application and Terms

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

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

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

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

For CSEA:

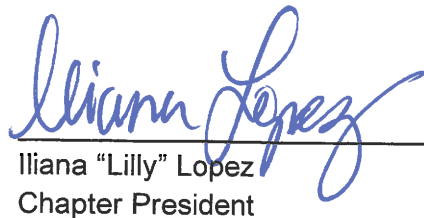


Mamie Kristovich
Negotiating Committee Chairperson
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For LVUSD:



Chris Van Schaack
Deputy Superintendent


Iliana "Lilly" Lopez
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Tentative Agreement
December 16, 2021


Kelly Manke
Director of Human Resources

Stephanie Waggener
Negotiating Committee Member


Lucienne Bischof
Labor Relations Representative



CSEA Active	Composite				Pct
Health Composite Rate	2021/2022				Chg
EAP	\$1.27				0.0%
CSEA Active	Empl Only	Empl+One	Empl+Family		Pct
Health Three Tier Rates	2021/2022	2021/2022	2021/2022		Chg
CVT Bronze Plan	\$540.00	\$929.00	\$1,172.00		5.1%
KN 2 Active Chiro	\$1,115.16	\$1,918.31	\$2,421.84		7.1%
KN 5 Active	\$1,064.00	\$1,828.00	\$2,307.00		7.1%
KN Bronze Active	\$613.00	\$1,053.00	\$1,328.00		7.1%
KN HSA Active	\$694.00	\$1,192.00	\$1,481.00		7.2%
KN Wellness Active	\$874.00	\$1,503.00	\$1,896.00		7.2%
PPO-1, RX-A	\$1,180.00	\$2,030.00	\$2,560.00		5.2%
PPO-10, RX-D	\$627.00	\$1,079.00	\$1,360.00		5.2%
PPO-4, RX-B	\$1,041.00	\$1,790.00	\$2,259.00		5.0%
PPO-7, RX-A	\$956.00	\$1,645.00	\$2,074.00		5.2%
WELL-1, RX-C	\$971.00	\$1,670.00	\$2,107.00		5.1%
CSEA Active	Composite				Pct
Dental Composite Rate	2021/2022				Chg
Basic, \$2,500 Annual Maximum, 3 Cleanings Per Year, 100% Diagnostic/Preventive, Prosthodontics 70/30, Nitrous Oxide	\$134.86				0.0%
DPO-70-30, \$2,500 Annual Maximum, 3 Cleanings Per Year, Crowns/Restorations 100%, Nitrous Oxide, Ortho 100% Adults & Children \$4,000 Lifetime Max	\$125.54				0.0%
CSEA Active	Composite				Pct
Vision Composite Rate	2021/2022				Chg
Plan C \$10.00 Copay, 2nd Pair of Glasses - \$20 Deductible	\$24.94				0.0%



CSEA Dist Paid Ret	Empl Only	Empl+One	Empl+Family	Pct
Health Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
CVT Bronze Plan, UNDER 65	\$788.00	\$1,355.00	\$1,710.00	5.9%
KN 5 MEDICARE A&B	\$288.00	\$576.00	\$864.00	-5.0%
KN 5 UNDER 65	\$1,394.00	\$2,395.00	\$3,021.00	7.2%
KN Bronze UNDER 65	\$827.00	\$1,421.00	\$1,792.00	7.1%
PPO-10, RX-D, MEDICARE A&B	\$300.00	\$564.00	\$760.00	-5.0%
PPO-10, RX-D, UNDER 65	\$972.00	\$1,672.00	\$2,110.00	5.7%
PPO-4, RX-B, MEDICARE A&B	\$472.00	\$897.00	\$1,216.00	-5.1%
PPO-4, RX-B, UNDER 65	\$1,603.00	\$2,757.00	\$3,478.00	5.7%



CSEA Dist Paid Ret Co-pay	Empl Only	Empl+One	Empl+Family	Pct
Health Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
CVT Bronze Plan, UNDER 65	\$788.00	\$1,355.00	\$1,710.00	5.9%
KN 2 MEDICARE A&B Chiro	\$343.16	\$686.31	\$1,028.84	-5.0%
KN 2 UNDER 65 Chiro	\$1,486.16	\$2,557.31	\$3,228.84	7.1%
KN 5 MEDICARE A&B	\$288.00	\$576.00	\$864.00	-5.0%
KN 5 UNDER 65	\$1,394.00	\$2,395.00	\$3,021.00	7.2%
KN Bronze UNDER 65	\$827.00	\$1,421.00	\$1,792.00	7.1%
KN HSA UNDER 65	\$936.00	\$1,608.00	\$2,000.00	7.1%
PPO-1, RX-A, MEDICARE A&B	\$510.00	\$976.00	\$1,330.00	-5.0%
PPO-1, RX-A, UNDER 65	\$1,810.00	\$3,113.00	\$3,927.00	5.8%
PPO-10, RX-D, MEDICARE A&B	\$300.00	\$564.00	\$760.00	-5.0%
PPO-10, RX-D, UNDER 65	\$972.00	\$1,672.00	\$2,110.00	5.7%
PPO-4, RX-B, MEDICARE A&B	\$472.00	\$897.00	\$1,216.00	-5.1%
PPO-4, RX-B, UNDER 65	\$1,603.00	\$2,757.00	\$3,478.00	5.7%
PPO-7, RX-A, MEDICARE A&B	\$454.00	\$858.00	\$1,158.00	-5.0%
PPO-7, RX-A, UNDER 65	\$1,482.00	\$2,549.00	\$3,216.00	5.8%
WELL-1, RX-C, UNDER 65	\$1,494.00	\$2,570.00	\$3,242.00	5.7%
CSEA Dist Paid Ret Co-pay	Empl Only	Empl+One	Empl+Family	Pct
Dental Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
Basic, \$2,500 Annual Maximum, 3 Cleanings Per Year, 100% Diagnostic/Preventive, Prosthodontics 70/30, Nitrous Oxide	\$73.48	\$133.09	\$191.33	0.0%
DPO-70-30, \$2,500 Annual Maximum, 3 Cleanings Per Year, Crowns/Restorations 100%, Nitrous Oxide, Ortho 100% Adults & Children \$4,000 Lifetime Max	\$58.10	\$111.15	\$189.26	0.0%
CSEA Dist Paid Ret Co-pay	Empl Only	Empl+One	Empl+Family	Pct
Vision Three Tier Rates	2021/2022	2021/2022	2021/2022	Chg
Plan C \$10.00 Copay, 2nd Pair of Glasses - \$20 Deductible	\$15.24	\$28.31	\$43.59	0.0%

ARTICLE 18: TRANSFERS AND PROMOTIONS

18.1 Definitions

18.1.1 ~~Transfer is shall be defined as the movement of a permanent employee a move from a position in one job classification to a position in the same job classification (not subject to a trial period).~~

18.1.2 **Lateral is defined as movement of a permanent employee from a position in one job classification to a position in a different job classification within the same pay range (subject to a 6-month trial period).**

~~a) one position to another within the same job classification title (not subject to probationary period)~~

~~b) one position to another with a different job classification title within the same salary range (requires 6-month probationary period)~~

18.1.32 Promotion is defined as movement of a **permanent present employee from a position in one job classification to a position in a higher job classification** ~~to a position with a higher maximum compensation, in a higher job classification (subject to a 6-month trial period).~~

~~18.1.3.12.1~~ ~~An employee shall achieve permanent status in their new job classification upon completion of their six-month trial period.~~ ~~promoted to a new job classification shall serve a six (6) month trial period. Upon completion of the trial period, an employee shall achieve permanent status in the new job classification. An employee who is unsuccessful in completion of the trial period shall be returned to a position in their his/her former classification.~~

18.1.4 **Trial period is the first six months following a permanent employee's transfer, lateral, or promotion. An employee who is unsuccessful in completion of their trial period shall be returned to a position of their former classification.**

18.1.5 **Probation period is the first six months of employment for a new employee. At the end of the six-month period, the new employee shall receive permanent status. If the employee is unsuccessful in completing their probationary period, their employment shall be terminated.**

18.23 All vacancies shall include job description, FTE, hours per week, and months in the year and be posted by the Human Resources Department on the LVJUSD website for no less than five (5) working days prior to being filled. Whenever possible, scheduled work hours will be listed on all job postings.

18.23.1 Posting of Notice - Notice of all job vacancies shall be posted ~~on bulletin boards in prominent locations at each District job site and on the District website. Starting January 1, 2018, the notice for vacancies shall only occur on the District website.~~

18.23.2 The job vacancy notice shall remain posted for a period of **no less than** five (5) working days, during which time employees may apply for the vacancy. ~~Starting January 1, 2018, employees shall apply for vacancies using only the online application system.~~

18.34 Any permanent employee **not on probation or in a trial period** in the unit may apply for an open position by **using the online application system**. ~~filing a written notice with the Human Resources Office of the District. Starting January 1, 2018, employees shall apply for vacancies using only the online application system.~~

18.4.1 **Permanent employees serving a 6-month trial period and newly hired employees** currently in their probationary period and have not yet received a positive ~~5-11-month~~ evaluation are not eligible to apply for any vacancies other than to request an increase in hours in their current position with the same evaluator **immediate supervisor**.

18.5 Criteria for selection to a **vacant** ~~non-open~~ position shall be based on experience, demonstrated job skills, past evaluations on file in the Human Resources Office made within twenty-four (24) months of the date of the **application**, ~~transfer request~~, seniority, references, **work history**, and demonstrated required skills that are appropriate for the job.

18.5.1 Internal applicants who meet the selection criteria shall be given first consideration for interviews. After interviews with internal applicants are conducted and if no qualified candidates are selected, then external applicants may be considered.

18.5.2 Internal applicants who are not selected for an interview shall be given notification within seven days of the commencement of internal applicant interviews. In that event, internal applicants may request in writing a rationale from the Human Resources Administrator. The Human Resources Administrator shall provide feedback to the internal applicant with the specific selection criteria that they did not meet.

18.6 When a new position is created or an existing position becomes vacant, the District shall use the following guidelines to consider applicants, in the following order:

- 18.6.1 Administrative Action - The District may fill the vacancy from any involuntary transfers as per Article 18.11. If no administrative action occurs;
- 18.6.2 Return from Voluntary Leave of Absence - The District shall fill the vacancy from any employees returning from an approved voluntary leave of absence. If no employee is returning from leave of absence;
- 18.6.3 Return from Reemployment List - The District shall fill the vacancy from employees on a reemployment list as per Article 21. If no employees are on the reemployment list;
- 18.6.4 Transfers - The District shall **fill the vacancy with an** consider employees currently working in the same job classification who **applies for the** are

~~seeking a transfer if they meet~~ **satisfy** ~~transfer applicant must meet the~~
selection criteria. If no employees applied for a transfer or no transfer
candidate is selected;

- 18.6.5 **Voluntary Demotions** - The District shall consider **and interview** employees working in a higher classification **who meet the selection criteria.** ~~but previously worked in the classification where the vacancy occurred.~~ If no employees applied for a demotion or no demotion candidate is selected;
- 18.6.6 Promotions and Lateral Changes - The District shall consider **and interview** employees seeking a position in a higher job classification or in a classification with the same **salary** pay range **who meet the selection criteria.** If no employees applied for a promotion or lateral change, or no promotional or lateral candidate is selected;
- 18.6.7 **After all the internal candidates who meet the selection criteria are interviewed, and if no internal candidates are selected, then the District may consider external candidates for the vacancy.** ~~Others—The District shall consider other applicants for the vacancy~~
- 18.6.8 The period between posting and interview of qualified candidates shall not exceed **twenty (20) working days** ~~thirty (30) days.~~ Nothing in this section shall preclude the District from withdrawing a posting or determining that the position will not be filled.
- 18.6.9 **The District shall contact at least one of the professional references provided by the candidate.** ~~in addition to the internal candidate's current supervisor.~~
- 18.6.10 **The interview panel shall interview all internal candidates prior to the interviewing external applicants** ~~candidates.~~ **After all internal candidates have been interviewed, the interview panel shall complete the interview form, which will include the date and time, and provide specific feedback on each candidate prior to interviewing any external candidates.** ~~The interviews do not have to take place on different days~~
- ~~18.6.11 The Interview Form shall include the date and time of the interview, as well as specific feedback and recommendation to select or not select for the vacant position.~~ ~~be updated to include a question about whether the internal candidate is qualified for the position~~
- 18.6.12 **The District shall ensure there is consistency across all sites regarding the interview process and the interview materials provided to the interview panelists. For example, if a candidate provides a resume and reference letters then all panelists shall be provided with those materials.**

18.7 **Interview Committee** - For all Classified Employees represented by CSEA, a CSEA member from an approved CSEA list shall serve on the Interview Panel Committee. **Members shall be granted reasonable release time to serve on interview panels and for training to serve on interview panels.** The Interview Panel Committee list **provided by CSEA** will be updated by August 30 each year, and will

include name, work location, and classification of members. **This list may be amended as the need arises.**

18.8 ~~The employee shall inform his/her immediate administrator of his/her request for a transfer/promotion.~~ Employees who do not receive a timely annual evaluation for the current employment year, shall have **their** his/her job performance deemed satisfactory for that year for the purpose of a request for transfer or promotion. A letter indicating satisfactory performance, under such circumstances, shall be placed in the employee's personnel file and a copy sent to the Association. This section shall not apply to situations when the evaluation is untimely because of the employee's absence from work or the employee's refusal to meet with **their evaluating supervisor.** ~~his/her evaluator.~~

18.9 If a transfer or promotion is not approved, the Human Resources Administrator shall, on written request of the employee, provide in writing, rationale for not approving the transfer or promotion. **The written request from the employee shall be submitted to the Human Resources Administrator received in the HR office within 15 working days of notification. The Human Resources Administrator shall provide feedback to the internal applicant with the specific selection criteria that they did not meet.** ~~The Human Resources office shall provide a response within 15 working days.~~

18.10 Medical Transfer - The District may reassign alternate work to an employee who has become medically unable to satisfactorily perform his/her essential job functions for a period of sixty (60) days. The alternate work may constitute a lateral transfer to a related classification or a demotion with the concurrence of the employee. **The employee must be given three working days notice prior to the changes taking effect.** These provisions may be extended upon review of additional medical information.

18.11 Involuntary Transfer - An involuntary transfer shall be defined as a transfer initiated by the District without the consent of the employee.

18.11.1 It shall be the responsibility of the Human Resources Office to notify the employee of the reasons for the impending transfer by letter.

18.11.2 Notice of involuntary transfer shall be given to an employee at least ten (10) **working** days prior to the effective date of the proposed transfer.

18.11.3 The employee may request, in writing, and be entitled to meet with the Human Resources Administrator upon notification of an impending transfer to discuss reasons for the transfer.

18.11.4 An employee may be transferred for justifiable needs of the District. Some guidelines for involuntary transfer are:

18.11.4.1 Education programs.

18.11.4.2 Changing workloads.

18.11.5 An involuntary transfer shall not be made without basis in fact, or for punitive reasons, or result in loss of seniority or other benefits under this Agreement. Such transfer will be without prejudice to the employee.

18.12 Employee Initiated Transfer - An employee-initiated transfer shall be defined as a transfer initiated by two permanent employees to switch their current positions.

18.12.1 This transfer option is only available when two permanent employees have agreed to switch their current positions. The employees' classifications must be the same. An employee-initiated transfer does not apply to a transfer to a vacant position.

18.12.2 Both employees shall notify the Human Resources Office separately of their request to transfer. Requests shall only be made between April 1 to June 1 of each year to be effective at the beginning of the next school year. Human Resources shall then contact the respective supervisors to discuss the transfer. The District shall then determine if the request is approved or denied.

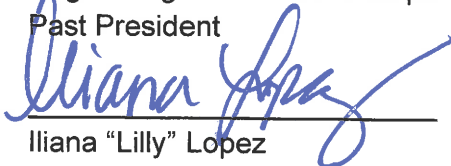
18.12.3 Human Resources shall notify the employees of the approval or denial of the transfer no later than fifteen (15) working days after the request has been made. If the transfer is denied, a Human Resources Administrator shall, on request of the employee(s), provide the rationale for the denial of the transfer.

18.12.4 The employee and supervisors shall have one school year to evaluate the transfer. During this period, if both employees wish to return to their previous positions, they may contact Human Resources to discuss a return. During this period, supervisors may also initiate a return to previous positions by contacting Human Resources. The District shall then determine if the return is approved or denied. If the supervisors initiate a return, a Human Resources Administrator shall, on request of the employee(s), provide the rationale for the return.

For CSEA:



Mamie Kristovich
Negotiating Committee Chairperson
Past President



Iliana "Lilly" Lopez
Chapter President

Stephanie Waggener
Negotiating Committee Member

For LVJUSD:

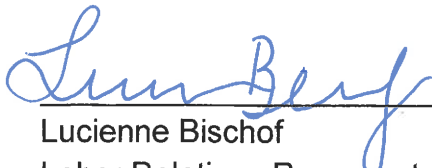


Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

Tentative Agreement
December 16, 2021



Lucienne Bischof
Labor Relations Representative

TA -
December 16, 21

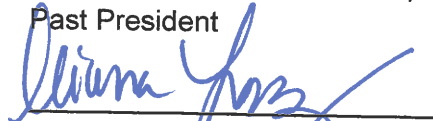
ARTICLE 24: REOPENER

24.1 For the 2018-2019 ~~2021-2022~~ and 2019-2020 ~~2022-2023~~ years, each party may reopen negotiations on Article 15 (Salary Rules), Article 16 (Health and Welfare Benefits), and one additional article chosen by each party.

For CSEA:

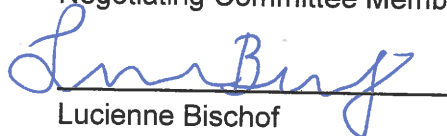


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Labor Relations Representative

For LVJUSD:



Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources

ARTICLE 25: DURATION

25.1 This Agreement shall be in effect from ~~July 1, 2017~~, **July 1, 2020** through ~~June 30, 2020~~
June 30, 2023.

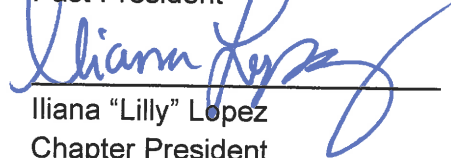
25.2 For the term of this contract, CSEA shall have a "me too" clause regarding increases in compensation including District contributions to health care, i.e., if any other recognized exclusive bargaining unit obtains an increase in salary or health insurance funding levels including vision and dental, CSEA shall receive the same percentage increase. Should the cost value of the package agreed to with any other unit include a cost value greater than that agreed to with CSEA, the parties will return to the table to determine how the additional value should be allocated.

25.3 This Agreement shall remain effective and in full force until such time as a successor agreement has been ratified by both parties.

For CSEA:

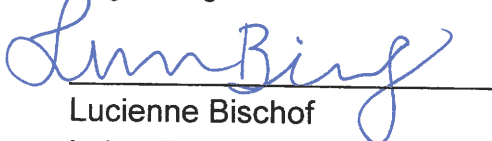


Mamie Kristovich
Negotiating Committee Chairperson
Past President



Iliana "Lilly" Lopez
Chapter President

Stephanie Waggener
Negotiating Committee Member



Lucienne Bischof
Labor Relations Representative

For LVJUSD:



Chris Van Schaack
Deputy Superintendent



Kelly Manke
Director of Human Resources