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PREAMBLE

Imperial Unified School District, a public employer, acknowledges the California

School Employees Association and its Chapter #565, as the exclusive bargaining representative of the District's classified employees, in accordance with Chapter 10.7 of the Government Code.

This Agreement is made and entered into this September 24, 2020, by and between Imperial Unified School District and the California School Employees Association and its Imperial Chapter #565, hereinafter referred to as CSEA.

ARTICLE 1 - RECOGNITION

- 1.1 Acknowledgment : The District hereby acknowledges that CSEA is the exclusive bargaining representative for all classified employees holding those positions described in Appendix A attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully are certificated, management, and confidential or supervisory, shall be assigned to the bargaining unit. Prior to the adoption of a new position description for a management, supervisory, or confidential position, the District will provide CSEA a copy of the proposed position description.
- 1.2 Scope of Representation : The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as contained in Government Code Section 3543.2.

ARTICLE 2 - DUES DEDUCTION/MAINTENANCE OF MEMBERSHIP/AGENCY FEE

- 2.1 Dues Deduction : The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the appropriate form approved by the District subject to the following conditions:
- 2.1.1 Such deduction shall be made only upon submission of the standard CSEA form by the employee to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.
- 2.1.2 The District shall be obliged to put into effect any new, changed or discontinued deduction providing such request is submitted by the 10th of the month to the designated representative of the District and said deduction shall commence with that month's pay period.
- 2.2 Authorization : Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, charitable contributions, and group insurance plans. If permitted by the remittee company, credit union or charitable organization, the employee may change such deduction at any time pursuant to the following paragraph:
- 2.2.1 The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the 10th of the month to the designated representative of the District and said deduction shall commence with that month's pay period.

- 2.3 Hold Harmless : The Association shall completely indemnify and completely hold the District harmless, including legal fees, from any claims, demands or lawsuits arising out of or from the implementation of any provision in this Article.
- 2.4 Exclusive Dues Deduction : The District will deduct membership dues to an employee organization from the pay of bargaining unit members only to the Association. Remittance of deductions from the pay of bargaining unit members shall not be permissible for the benefit of any other employee organization. For the purposes of this Article, the term "employee organization" shall mean the same as the definition of employee organization under the Educational Employment Relations Act.
- 2.5 Information Furnished : The Association agrees to furnish any information requested by the District to implement any provision in this Article.
- 2.6 Service Fees : All unit members who elect not to initiate a dues deduction authorization form shall pay service fees. The amount of such service fees shall be consistent with current law, and shall be limited to CSEA's representational obligations. Any dispute between a service fee payer and the CSEA over the amount of the service fee shall be resolved consistent with current law including applicable regulations of the Public Employment Relations Board. Such service fees will be paid to CSEA upon submission of a service fee deduction authorization form to the District by the employee or by involuntary deduction from wages pursuant to Education Code Section 45168(b) which is the sole remedy for failure to voluntarily pay service fees pursuant to this Article.
- 2.6.1 New employees hired on effective dates after February 14, 1991 must, within thirty (30) days of the effective date of actual employment, submit a dues or service fee deduction

authorization form, or such employees shall make direct payment to CSEA. Failure to do any of the above shall require the District upon notification by CSEA to commence involuntary deduction from wages pursuant to Education Code Section 45168(b) which shall be the sole remedy in this Article for failure to voluntarily pay a service fee.

2.6.2 CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or other actions arising from the operation, effect, or application of Section 2.6 and the subdivisions thereto.

2.6.3 Prior to the commencement of any payment of an agency service fee, including involuntary payroll deduction of the agency service fee, CSEA shall mail to all non-members an "Agency Service Fee Explanation and Notice of Right to Challenge," which shall be consistent with current law including any applicable regulations and decisions of the PERB.

2.6.3.1 Non-members who wish to challenge the amount of the agency service fee may do so in a manner consistent with applicable law.

2.7 Religious Objections : Notwithstanding any provision contained in this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objection(s) to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to CSEA, to pay an amount which will in no case be greater than the current CSEA dues to any non-religious, non-labor organization of the unit member's choice, whose funds are exempt from taxation under

Section 501(c)(3) of Title 26 of the Internal Revenue Code. Proof of such payment to any fund will be made to CSEA on an annual basis by the District. The District shall not be obligated by any provision of this Agreement to contest or refuse to honor any claim to this exemption by any unit member.

- 2.8 Application Forms : The District will handout a CSEA provided membership application to all new employees during the orientation process. The District is not responsible in any way for ensuring that the employee completes and/or returns the application.

ARTICLE 3 - ORGANIZATIONAL RIGHTS

- 3.1 Seniority List : A copy of the seniority list will be made available to the CSEA President within a reasonable period of time after receipt of a written request for such a list.
- 3.2 Distribution of Contract : As soon as possible after execution of the Agreement by both parties, the District shall prepare the final draft of the Agreement for ratification by CSEA and adoption by the Governing Board. The District will also cause a copy of the Agreement to be printed and to be distributed to each bargaining unit member. The District will bear the cost of reproducing the Agreement.
- 3.3 CSEA Rights : CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement:
- 3.3.1 The rights of access at reasonable times to areas in which employees work for purposes consistent with this Agreement provided prior permission is obtained from the District Administrator or his designee and the employee is not engaged in work regularly required by the District.
 - 3.3.2 The right to use, without charge, institutional bulletin boards, mailboxes, and the use of the school mail system and other district means of communication for the posting or transmission of information or notices concerning CSEA matters.
 - 3.3.3 The right to use district equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and matters related thereto, time and materials to be charged to CSEA at District discretion.
 - 3.3.4 The right to review employee's personnel file when

accompanied by employee or upon presentation of a written authorization signed by the employee.

- 3.3.5 The right to review or to receive upon request copies of any and all materials related to wages, hours, and other terms and conditions of employment which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement, time and materials to be charged to CSEA at District discretion.
- 3.3.6 The right of the CSEA President to release time of no more than one and one-half hours, one time per month, for the purpose of attending CSEA evening chapter meetings.
- 3.3.7 CSEA Annual Conference: The district will grant up to five days "conference leave" each for two delegates of CSEA's choice to attend the CSEA annual conference during the summer.

ARTICLE 4 - PAY AND ALLOWANCES

- 4.1 Anniversary Dates : For purposes of annual step increases, the “hire date anniversary” for employees shall be calculated based on their first day in paid status as a probationary classified employee. “Adjusted hiring date” as used for longevity, shall be the first day of the month immediately following their hiring date.
- 4.2 Step Advancement: Step advancement shall occur annually on July 1. All bargaining unit members hired and in permanent status before July 1 shall move to the next step on July 1, and progress one step annually on July 1 thereafter.
- 4.3 Longevity Increments : Effective July 1, 2024, longevity increments shall be awarded to classified employees in the following manner:
- 4.3.1 After an employee has worked ten (10) full years according to his/her adjusted hiring date, the employee will be awarded \$3,300 per year, divided into twelve (12) payments and added to his/her monthly salary.
- 4.3.2 Upon completion of fifteen (15) years of service according to his/her adjusted hiring date, the employee will be awarded an additional \$2,000 per year, divided into twelve (12) payments and added to his/her monthly salary, bringing the total longevity pay to \$5,300 per year.
- 4.3.3 Upon completion of twenty (20) years of service according to his/her adjusted hiring date, the employee will be awarded an additional \$2,000 per year, divided into twelve (12) payments and added to his/her monthly salary, bringing the total longevity pay to \$7,300 per year.

- 4.3.4 Upon completion of twenty-five (25) years of service according to his/her adjusted hiring date, the employee will be awarded an additional \$2,000 per year, divided into twelve (12) payments and added to his/her monthly salary, bringing the total longevity pay to \$9,300 per year.
- 4.3.5 Upon completion of thirty (30) years of service according to his/her adjusted hiring date, the employee will be awarded an additional \$2,500 per year, divided into twelve (12) payments and added to his/her monthly salary, bringing the total longevity pay to \$11,800 per year.
- 4.2.6 Employees working less than eight (8) hours per day, five (5) days per week and twelve (12) months shall receive their longevity increments on a prorated basis.

4.3 Professional Growth Compensation : Compensation for approved Professional Growth units that improve the employee's skills, as outlined in the Classified Professional Growth Guidelines, will be awarded annually on an on-going basis. Distribution of funds will be on a prorated monthly basis. The following compensation is based on an eight (8) hour, twelve (12) month employee:

Upon completion of 12 units - \$200 per year

Upon completion of 24 units - \$400 per year

- 4.3.1 Twelve (12) month, eight (8) hour employees will receive \$16.67 for the twelve months worked beginning in July of each year upon completion of 12 units. Twelve (12) month, eight (8) hour employees will receive \$33.34 for the twelve months worked beginning in July of each year upon completion of 24 units.

- 4.3.2 Eleven (11) month, eight (8) hour employees will receive \$16.67 for the eleven months worked beginning in July of each year upon completion of 12 units. Eleven (11) month, eight (8) hour employees will receive \$33.34 for the eleven months worked beginning in July of each year upon completion of 24 units.
 - 4.3.3 Ten (10) month, eight (8) hour employees will receive \$16.67 for the ten months worked beginning in September of each year upon completion of 12 units. Ten (10) month, eight (8) hour employees will receive \$33.34 for the ten months worked beginning in September of each year upon completion of 24 units.
 - 4.3.4 Ten (10) month employees working less than eight (8) hours will receive a prorated portion of this compensation for the ten months worked beginning in September of each year after completion of course work.
- 4.4 Regular Rate of Pay : The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in Appendix B, except bus drivers who are provided for in Appendix C, which are attached hereto and by reference incorporated as a part of this Agreement.
- 4.5 Compensation During Required Training Period: An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:
- 4.5.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

4.5.2 All costs incurred under a mandated training program for employee transportation, registration fees, and supplies shall be paid for by the District.

4.6 Compensation For An Employee Working Out-Of-Classification : The District may temporarily assign unit members duties which are not fixed and prescribed for the position by the Governing Board and do not reasonably relate to the position for any period of time which does not exceed five working days within a fifteen calendar day period unless the unit member's compensation is adjusted upward for the entire period of time which the unit member is required to work out of classification.

ARTICLE 5 - HEALTH & WELFARE BENEFITS

5.1 "Single" Coverage : The District shall offer to each eligible unit member employed for eight hours per day and twelve months per year a health plan through a self-insurance program determined by the District.

5.1.1 Effective October 1, 2022, the maximum contribution paid by the District for single coverage shall not exceed \$9,867.60 per eligible participating full time unit member. The amount of any premium or increase in premium in excess of \$9,867.60 per year per full time unit member shall be paid by the unit member by payroll deduction in ten equal monthly installments. There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of \$9,867.60 from any compensation due the unit member. The increase provided for in this paragraph shall be for unit members who are in paid status as of September 2022, or any unit member who retired from the District during the 2022-2023 school year.

5.2 Prorated Benefits: The District shall offer to each eligible unit member

employed for less than eight hours per day and twelve months per year a single health plan prorated in proportion to that percentage of an eight hour day which the unit member works, and also prorated in accordance with the number of months per year the unit member works.

5.2.1 Effective October 1, 2022, the amount of \$9,867.60 for "Employee only," with an additional \$3,019.40 for "Employee Plus One" or an additional \$5894.40 for "Employee Plus Family" Coverage per year as the base is to be used exclusively for employees working less than eight hours per day, 12 months per year and shall be prorated accordingly. The amount of any premium or increase in premium in excess of the prorated amount per year per unit member shall be paid by the unit member by payroll deduction in ten equal monthly installments. There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the prorated amount from any compensation due the unit member.

5.3 Insurance Cap: If the cap for full-time employees or the prorated cap for eligible part-time participating employees should exceed the cost of single coverage during any plan year, any excess amounts shall be forfeited. The District contribution for employees electing not to participate in group health insurance shall be forfeited.

5.4 "Employee Plus One" Coverage: An eligible active employee of the bargaining unit may elect to participate in "employee plus one" insurance coverage. The District will contribute \$12,887.00 per year for "employee plus one" insurance coverage for 8 hour, 12 month employees, to be pro-rated for employees-working less than full time. The amount of any dependent premium or increase in dependent

premium in excess of the \$12,887.00 per year per full time unit member, or pro-rated amount for employees working less than full time, shall be paid by the unit member by payroll deduction in ten equal monthly installments. There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the additional dependent amount from any compensation due the unit member. This additional amount for "employee plus one" coverage cannot be used for dependent vision coverage and upon an eligible employee's retirement, reverts back to "single only" coverage.

5.5 "Family" Coverage: An eligible active employee of the bargaining unit may elect to participate in "family" insurance coverage. The District will contribute \$15,762.00 per year for "family" insurance coverage for 8 hour, 12 month employees, to be pro-rated for employees working less than full time. The amount of any family premium or increase in family premium in excess of the \$15,762.00 per year per full time unit member, or pro-rated amount for employees working less than full time, shall be paid by the unit member by payroll deduction in ten equal monthly installments. There shall be no requirement for the District to procure the prior consent of any unit member before deducting the balance of any premium in excess of the additional dependent amount from any compensation due the unit member. This additional amount for "family" coverage cannot be used for dependent vision coverage and upon an eligible employee's retirement, reverts back to "single only" coverage.

5.6 Eligibility: Prior to February 14, 1991, an eligible employee shall be any regular employee who works four (4) hours or more per day and twenty (20) hours or more per week. On or after February 14, 1991, an eligible employee as used in this Article 5, shall be any regular employee who works six (6) hours or more per day and thirty (30) hours or more per week, or any regular employee who actually received health benefits prior to February 14, 1991, and who continues to work four (4) hours or

more per day and twenty (20) hours or more per week.

5.7 Excess Premium Account: The District previously maintained an Excess Premium Account in the event the cap for full time employees or the prorated cap for eligible part-time participating employees exceeded the cost of single coverage during any plan year. Effective July 1, 2020, the District will no longer maintain an Excess Premium Account. Effective July 1, 2019, the District may utilize any funds in the Excess Premium Account for any reason within its sole discretion. It is expressly agreed between the District and CSEA that any funds existing in the Excess Premium Account are not required to be spent on unit members for any purpose, including the following purposes: (1) to pay claims generated in excess of paid premiums; (2) as a reserve from which to pay future claims; (3) to offset future premium increases; (4) or to lower the plan deductible.

5.8 Retiree Provision: The District shall contribute an amount for single health plan coverage for eligible employees who retire equal to the amount contributed for a current employee of the bargaining unit who is employed for a like amount of hours and months per year. Eligible employees are (1) those employees with at least fifteen (15) years of service with the District; and (2) are at least fifty-five (55) years of age; and (3) who have retired consistent with applicable law under the Public Employees Retirement System. This contribution will continue until the age of sixty-five (65).

ARTICLE 6 - HOLIDAYS

6.1 Scheduled Holidays : The District agrees to provide employees with the following paid holidays:

Independence Day
Labor Day

**Admissions Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving (Holiday Granted by Board)
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
*Martin Luther King, Jr. Birthday
*Lincoln's Birthday
*Washington's Birthday
Good Friday
Memorial Day
Juneteenth
Employee's Birthday

6.2 Employee's Birthday : After one full year of service, unit members will be permitted to take their birthday off with pay upon prior request to their supervisor. This applies to all unit members whose birthdays do not fall within their work year. For birthdays which occur during the member's work year, the day off must be taken within 15 days before or after the birthday, and employee must get approval from their supervisor two weeks in advance. If the day off is not taken during the above specified times, the day off will be forfeited. If the birthday falls outside of the member's work year, the member must request and take a day off within the first forty-five calendar days after the commencement of the member's next succeeding work year. If the day off is not requested and taken within the above forty-five-day period, the day off will be forfeited. If the employee resigns before the actual birthday and has already taken the day off, then this day will be deducted from the employee's final paycheck.

6.2.1 Exception: After one full year of service, employees may opt to use the day provided for their birthday off with pay, for use

only during an unpaid non-workday during the district established school year. If the employee chooses this option, the absence form must be submitted during the 30 or 45 day window provided in Section 6.2 if the birthday falls before the non-work day. If the employee resigns before the actual birthday and has already used this day, then this day will be deducted from the employee's final paycheck.

6.3 Holidays : Holidays marked with one asterisk are to coincide with the annual school calendar and the holiday marked with two asterisks shall be determined through negotiations annually.

6.4 Holiday Eligibility : Any employee in the bargaining unit who is not normally assigned to duty during the school recesses of winter and spring school vacation periods shall be paid for the holidays provided for in this Article that fall within such recess periods provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the recess period.

6.5 Teacher Training Days: Notwithstanding the adoption of separate work schedules for certificated and classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay and be required to report for duty.

ARTICLE 7 - VACATION PLAN

7.1 Vacation : Vacations shall be given in the following manner:

7.1.1 Full-time employees will be allowed two weeks' vacation for one (1) full year of service.

- 7.1.2 Full-time employees will be allowed three weeks' vacation for five (5) full years of service.
- 7.1.3 Full-time employees will be allowed four weeks' vacation for twelve (12) Full years of service.
- 7.2 Part-Time Employees : Vacation time will be pro-rated for eligible employees who work less than eight (8) hours per day and/or twelve (12) months per year.
- 7.3 Eligibility: Vacation benefits are earned on a fiscal year basis - July 1 through June 30. Temporary and substitute employees are not eligible for vacation benefits.
- 7.4 Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted to twelve (12) month employees no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation shall be granted in the fiscal year in which it is earned.
- 7.4.1 Employees who serve ten (10) months during the school year earn vacation at the same rate as other classified employees on a pro-rated basis. Such employees shall be compensated monthly September through June for vacation earned. The month of July shall be the month off without pay for ten-month employees.
- 7.4.2 Employees who serve eleven (11) months during the school year earn vacation at the same rate as other classified employees on a pro-rated basis. Such employees shall be compensated monthly August through June for vacation

earned. The month of July shall be the month off without pay for eleven-month employees.

7.4.3 Time off work for rest and recreation purposes (vacation leave) is not granted outside the winter, spring, and fall break periods for 10-month and 11-month employees.

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

7.5.1 Commencing with the completion of the first year through the fourth year of service, vacation time shall be earned and accumulated at the rate of 5/6 of a day vacation for each month of service, not to exceed ten (10) days per fiscal year.

7.5.2 Commencing with the fifth year through the eleventh year of service, vacation shall be earned and accumulated at the rate of 1.25 days' vacation for each month of service, not to exceed fifteen (15) days per fiscal year.

7.5.3 Commencing with the twelfth year of service, vacation shall be earned and accumulated at the rate of 1.67 days' vacation for each month of service, not to exceed twenty (20) days per fiscal year.

TWELVE MONTH EMPLOYEES

1 through 4 years	10 days vacation
5 through 11 years	15 days vacation
12 years and above	20 days vacation

7.5.4 Vacation will be pro-rated for employees who work less than twelve months, eight hours per day.

- 7.6 Vacation Pay : Pay for vacation days for employees shall be the same as that which the employee would have received had he/she been in a working status.
- 7.7 Vacation Pay Upon Termination : When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of termination.
- 7.7.1 Earned vacation shall not become a vested right until completion of the initial six months of employment.
- 7.7.2 If an employee is terminated and had been granted vacation which was not yet earned at the time of termination of his services, the District shall deduct from the employee's severance check the full amount of salary which was paid for such unearned days of vacation taken.
- 7.7.3 Upon separation from service, the employee shall be entitled to lump-sum compensation for all earned and unused vacation, except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation.
- 7.7.4 Annual vacation leave shall not apply to substitute, short-term, or limited-term employees.
- 7.8 Holiday : When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional days' vacation and pay for each holiday falling within that period.

7.9 Vacation Scheduling : Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the District's work schedule.

7.9.1 If there is any conflict between employees who are working in the same or similar operations as to when vacations shall be taken, the employee with the greatest bargaining unit seniority shall be given his/her preference.

7.9.2 No more than two (2) employees out of the same classification may be on vacation at the same time unless authorized by the supervisor.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 Sick Leave

8.1.1 An employee employed five (5) days a week shall be granted twelve (12) days leave of absence for personal illness or injury, exclusive of all days he/she is not required to render service to the District, with full pay for a fiscal year of service.

8.1.2 An employee employed five (5) days a week, who is employed for less than a full fiscal year, is entitled to that proration of twelve (12) days leave of absence for personal illness or injury as the number of months he/she is employed bears to twelve (12).

8.1.3 An employee employed less than five (5) days per week shall be entitled, for a fiscal year of absence, to the proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When such persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine

the proportion of leave of absence for personal illness or injury to which they are entitled.

- 8.1.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 8.1.5 At the beginning of each fiscal year, the full amount of sick leave granted shall be available to each employee. Credit for sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to take more than six (6) days until the first day of the calendar month after completion of six (6) months of active service with the District. If upon termination of employment, an employee has used more leave than is accrued, a day's pay will be deducted for each such day from any payment owed the employee.
- 8.1.6 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 8.1.7 An employee who has unused leave of absence for accident or illness accumulated in another California school district, and such employment occurs within one (1) year of this previous employment, shall, upon request, be credited with the accumulated days.

8.1.8 Any sick leave benefits earned but unused on the date of retirement may be converted to retirement credit if appropriate in accordance with applicable law.

8.2 Verification Of Illness

Any classified employee absent on account of illness or injury, upon his/her return to work, shall file with their supervisor or Superintendent's office a signed statement giving the cause for absence. The Superintendent or his designee may require the employee to provide the District with a written verification of the illness, signed by his/her physician or other person licensed under the healing arts statutes in any case in which the employee's absence exceeds 3 days or in any case in which there is reasonable suspicion that sick leave is being used for reasons other than illness. The District may require that an employee be examined by a medical doctor of the District's choice and at the District's expense in any case in which an employee's absence exceeds three days, and the District has evidence that sick leave is being used for any purpose other than illness or previously approved personal necessity. Unexcused absence or abuse of sick leave is cause for discipline under Article 21 of this Agreement.

8.3 Extended Accident Or Illness Leave

A classified employee in the bargaining unit shall once a year be credited with a total of 100 working days of paid sick leave including the days of full paid service provided in paragraph 8.1. Such days of paid sick leave after the exhaustion of all accumulated full paid sick leave shall be compensated at 50 percent of the employee's regular salary. This 50 percent paid sick leave shall be exclusive of any other paid leave, holidays, vacation or earned compensatory time.

- 8.3.1 The extended leave provisions pertain to each illness or accident of the employee and shall commence on the first day of absence from his/her duties.
- 8.3.2 The extended leave provision applies whether the accident or illness occurred on or off the job except that, if the accident or illness was suffered as a result of the job, entitlement shall commence after the sixty (60) working days of paid leave provided in paragraph 8.9.1 of this Article.
- 8.3.3 An extended leave shall not be considered a break in service.
- 8.3.4 At the conclusion of the 100-day period, an employee who is unable to resume his/her duties may request additional unpaid leave in six (6) month increments.
- 8.3.5 An employee unable to resume his/her duties after an absence of eighteen (18) months shall be placed on a reemployment list of thirty-nine (39) months in accordance with the Education Code.

8.4 Bereavement Leave

- 8.4.1 Bereavement leave, without loss of pay, shall be granted not to exceed three (3) days, five (5) days if out-of-state travel is required, in the event of death of a member of the immediate family. The immediate family is defined as spouse, children, parents, brothers, sisters, parents-in-law, sons or daughters-in-law, or grandparents, grandchildren, registered domestic partner, and the child of the registered domestic partner of the employee or any relative living in the immediate household of the employee. For extenuating circumstances and when all bereavement leave and personal necessity leave has been exhausted, members may submit a written

request in advance to the Superintendent or designee requesting approval for up to three (3) days of sick leave in addition to bereavement leave to be utilized for this purpose.

- 8.4.2 Bereavement leave to attend the funeral of a relative, not a member of the immediate family, will be granted for up to three (3) funerals per year for the time necessary to attend the funeral, up to one-half (2) day if the funeral is in the Imperial Valley area, and up to one (1) day if the funeral is out of the immediate area.
- 8.4.3 If an employee takes bereavement leave without loss of pay while on another paid leave of absence, the employee shall so indicate on the District's leave form upon return to work.

8.5 Personal Necessity Leave

A fiscal year limit of seven (7) days of accumulated sick leave may be utilized as Personal Necessity Leave only for the following reasons:

- 8.5.1 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction if proper prior notification is presented to the Superintendent.
- 8.5.2 Serious illness or accident involving a member of the immediate family (as defined in Bereavement Leave, Section 8.4) or necessary surgery for such a member.
- 8.5.3 An accident involving an employee's personal property, or that of any relative living in the immediate household of the employee.

- 8.5.4 Death of a member of the employee's immediate family (as defined in Bereavement Leave, Section 8.4) when additional leave is required beyond normal bereavement leave limits.
- 8.5.5 Attend to the illness of a child, parent, or spouse of an employee (this does not extend the leave available under the FMLA or Government Code section 12945.2).
- 8.5.6 Attendance at the funeral of a close friend will be granted for up to one-half (2) day per year.

8.6 Pregnancy Disability Leave

- 8.6.1 Employees are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
- 8.6.2 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician. However, the Superintendent or his or her designee may require written or oral verification of the extent of disability from the employee's physician. (In any case in which there is a reasonable basis for believing that the employee is able to resume duties, the Superintendent or his or her designee may require a physical examination of the employee at the District's expense by a physician appointed by the District.)
- 8.6.3 The employee on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commences.

8.7 Military Leave

Employees shall be entitled to such leaves of absence with any pay and other benefits as are provided in Division II, Part I, Chapter VII of the Military and Veteran's Code, Section 389, et seq.

8.8 Jury Duty

8.8.1 Leaves of absence for employees selected to serve on a jury shall be granted with no loss in pay, provided the employee endorses the fee received, exclusive of mileage allowance, to the District.

8.8.2 An employee whose regular shift begins at 3:00 p.m. or after and is required to serve on a jury after 12:00 noon on any day or continued to the next day shall be relieved from work with pay.

8.9 Industrial Accident And Illness Leave

8.9.1 An employee shall be entitled to an industrial accident or illness leave of not less than sixty (60) working days during which the school district is required to be in session or when the employee otherwise would have been performing work for the District in any one fiscal year for the same accident.

8.9.2 Allowable leaves shall not be accumulated from year to year.

8.9.3 Industrial accident or illness leave shall commence on the first day of absence.

8.9.4 Payment for wages lost on any day shall not, when added to an award granted the employee under the workers'

compensation laws of this state, exceed the normal wage for the day.

- 8.9.5 Paid industrial accident leaves shall be reduced one day for each day of absence regardless of the temporary disability allowance under worker's compensation.
- 8.9.6 If an employee is unable to return to work after exhausting paid industrial leave, he/she shall be placed on sick leave if he/she is eligible. Sick leave will be reduced only in the amount necessary to provide a full day's wages or salary when added to the State Compensation Insurance disability payment.
- 8.9.7 After sick leave is exhausted, an employee may choose to receive pay from vacation or earned compensatory time.
- 8.9.8 After all paid leave privileges have expired, the Governing Board may place the employee on leave without pay. The total time of all benefits, including unpaid leave, shall not exceed thirty-six (36) months for one illness or accident.
- 8.9.9 Upon return to service from any paid or unpaid leave, an employee shall be assigned to a position in his former classification without loss in status or benefits.
- 8.9.10 When all paid or unpaid leaves have been exhausted and the employee is still not able to return to work, his name shall be placed on the reemployment list for a period of thirty-nine (39) months.
- 8.9.11 Any employee who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed. Appropriate assignment is defined as an

assignment to the employee's former class, in his former status and time basis, and in assignment areas in which the employee has made himself available.

8.9.12 At no time shall the employee's salary, while on paid industrial leave, exceed the employee's regular salary.

8.9.13 During all paid industrial leaves, the employee shall endorse to the District all wage loss benefit checks received under State Worker's Compensation Insurance laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary and/or leave benefits and shall deduct normal retirement and other authorized contributions.

8.9.14 The employee should be aware that, regardless of the minor nature of an injury at the time, it is to his advantage to report all injuries to his supervisor immediately and fill out the appropriate form. Once there is a record on file of the injury, should complications develop at a later date, the employee has retained all rights for medical and disability coverage.

8.9.15 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

8.10 Notice of Absence

All unit members are required to call their immediate supervisor at least one hour prior to the time they are scheduled to report to work on each day that the employee is absent and has not arranged for leave in advance. The one hour requirement will be excused where through circumstances beyond the employee's control; it was not reasonably

possible to provide notification one hour prior to the beginning of the employee's work day.

8.11 Family Care Leave (Government Code Section 12945.2) and the Family Medical Leave Act of 1993.

8.11.1 This Article shall be effective on February 3, 1994. It is the intent of this policy to be consistent with Government Code Section 12945.2 and the Family Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of those or any applicable federal or state regulations implementing those laws.

8.11.2 An employee with more than twelve months of continuous service with the District, who has been continuously employed by the District during the previous twelve (12) month period, shall be granted upon reasonable request an unpaid family care leave up to a total of twelve (12) weeks in any twelve (12) month period pursuant to the requirements of this Article. A request to take family care leave is reasonable if it complies with any applicable notice requirements, and if it is accompanied, where required, by a certification.

8.11.3 For purposes of this Article the term "family care leave" means either (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious health condition of a child of the employee; or (b) leave to care for a parent or spouse of the employee who has a serious health condition; or (c) leave for an employee who has a serious health condition.

8.11.4 Leave for reason of the birth of or placement of a child with the employee in connection with adoption shall expire at the

end of the twelve (12) month period beginning on the date of the birth or placement.

- 8.11.5 An unpaid family care leave shall be treated like any other unpaid leave. During an unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service, and an employee returning from family care leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff, recall, promotion, and any seniority-related benefits. An employee returning from an unpaid family care leave shall be assigned to the same position as held by the employee when the leave commenced, or be placed in an equivalent position with equivalent employment benefits, and other terms and conditions of employment.

- 8.11.6 If an employee's need for an unpaid family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

- 8.11.7 The District requires that an employee's request for an unpaid family care leave for the employee or for the purpose of caring for a child, spouse or parent who has a serious health condition must be supported by a written certification issued by the health care provider of the employee or individual family member requiring care. This written certification must include, if known, the date on which the serious health condition commenced; the appropriate medical facts within the knowledge of the health care provider regarding the

condition; the probable duration of the condition, an estimate of the amount of time the health care provider believes will be needed to care for the employee or individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care, or in the case of the employee, that the employee is unable to perform the function of the position of the employee. If additional leave is requested by the employee upon the expiration of the time estimated by the health care provider, the employee must request such additional leave again supported by a written re-certification consistent with the requirements for an initial certification.

- 8.11.8 For purposes of this Article and consistent with current law, the term “child” means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either under eighteen years of age or an adult dependent child. An adult dependent child is an individual who is eighteen years of age or older and who is incapable of self-care because of a mental or physical disability.
- 8.11.9 For purposes of this Article and consistent with current law, the term “parent” means biological, foster, or adoptive parent, a step-parent or a legal guardian but does not include parent-in-law or grandparent.
- 8.11.10 For purposes of this Article and consistent with current law, the term “serious health condition” or “serious illness” means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision, and involves either of the following:

- 8.11.10.1 Inpatient care in a hospital, hospice, or residential health care facility; or
- 8.11.10.2 Continuing treatment or continuing supervision by a health care provider.
- 8.11.11 For purposes of this Article and consistent with current law, the term "health care provider" means an individual holding either a physician's and surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's and surgeon's certificate issued pursuant to applicable law.
- 8.11.12 The District is not required to pay an employee during a family care leave except the employee or the District may permit or require the employee to substitute any accrued paid personal or sick leave to which the employee may be entitled for any part of the twelve (12) week period of such leave.
- 8.11.13 An employee taking unpaid family care leave pursuant to this policy shall continue to be entitled to participate in health plans and other benefits to the same extent and under the same conditions as apply to other unpaid leaves of absence. The District requires the employee to contribute to the cost of all health and welfare benefits during any unpaid family care leave to the same extent as the employee would have contributed if the employee had worked continuously throughout the period of the leave.
- 8.11.14 The District may refuse to grant an employee's request for unpaid family care leave under this Article even though all requirements of this policy have been satisfied (a) if the refusal is necessary to prevent undue hardship to the operations of the District, (b) if the employee and the other parent would

receive unpaid family care leave exceeding four (4) months in any twenty-four (24) month period, or (c) if the other parent is also taking family care leave at the same time or is unemployed.

8.11.15 Any employee returning from an unpaid family care leave shall be assigned to the same or an equivalent position. For purposes of this Article and consistent with current law, the term "same or an equivalent position" means a position that has the same or similar duties and pay, which can be performed at the same or similar geographic location as the position held prior to the leave.

8.11.16 An employee shall provide the District with as much advance notice as possible of the date the family care leave will commence and of the estimated duration of the leave. The District shall not, however, deny a family care leave, the need for which is an emergency or otherwise unforeseeable, on the basis that the employee did not provide advance notice of the need for the leave. The District may defer or deny a requested leave until the employee complies with this provision.

8.11.16.1 If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide notice as soon as the employee learns of the need for the leave and, at a minimum, 30 days written advance notice to the District.

8.11.16.2 If the event necessitating the leave becomes known to the employee less than 30 days prior to the need for the leave, the employee shall provide to the

District as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

8.11.16.3 If the employee's need for family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the District may require the employee to provide reasonable advance notice of the need for the leave and to consult with the District regarding the scheduling of the treatment or supervision so as to minimize disruption to the operations of the District. Any such scheduling, however, shall be subject to the approval of the health care provider of the employee, child, parent, or spouse.

8.11.17 Leave under sections 8.11.16.2 or 8.11.16.3 above may be taken intermittently on a reduced leave schedule when medically necessary. The taking of leave intermittently or on a reduced leave schedule pursuant to this section shall not result in a reduction in the total amount of leave to which the employee is entitled.

8.11.17.1 For the purpose of this provision 8.11.17, a reduced leave schedule means a leave schedule that reduces the usual number of hours per work week or hours per work day of an employee.

8.11.17.2 The District may require employees who request intermittent leave or leave on a reduced leave schedule for leave that is foreseeable based on a planned medical treatment, to transfer temporarily

to an available alternate position offered by the District for which the employee is qualified and which has equivalent pay and benefits, and better accommodates recurring periods of leave than does that of the employee's regular position.

8.11.18 If an employee employed in an instructional capacity requests leave under section 8.11.16.2 or 8.11.16.3 above that is foreseeable based on a planned medical treatment and the employee would be on leave for greater than 20 percent of the total number of work days in the period during which the leave would extend, the District may require that such employee elect either:

8.11.18.1 to take leave for periods of a particular duration, not to exceed the duration of the planned medical treatment, or

8.11.18.2 to transfer temporarily to an available alternative position offered by the District for which the employee is qualified, and that has equivalent pay and benefits and better accommodates recurring periods of leave than does the position in which the employee is regularly employed.

8.11.19 If an employee begins leave more than five weeks prior to the end of the school year, the District may require the employee to continue to take leave until the end of such term, if the leave is of at least three weeks duration and the return of the employee would occur during the three week period before the end of such school year.

8.11.20 If an employee begins leave during the period that commences five weeks prior to the end of the school year, the

District may require the employee to continue taking leave until the end of such term if the leave is of greater than two weeks duration, and the return of the employee would occur during the two week period before the end of such school year.

- 8.11.21 If an employee begins leave during the period that commences three weeks prior to the end of the school year, and the leave is greater than five working days; the District may require the employee to continue to take leave until the end of such school year.
- 8.11.22 This Article shall not be construed to entitle the employee to receive disability benefits under Part 1 (commencing with Section 3200) of Division 4 of the Labor Code.

ARTICLE 9 - LAYOFFS

9.1 Reasons For Layoff

Bargaining unit employees shall be subject to layoff for lack of work and/or lack of funds.

9.2 Notice Of Layoff

Bargaining unit employees shall be given not less than thirty (30) days notice of layoff under Section 9.1 unless otherwise authorized by law.

9.3 Order Of Layoff

9.3.1 Whenever it becomes necessary to reduce the number of classified employees because of lack of work or lack of funds, the District shall recommend the specific positions to be discontinued. Employees shall be laid off in reverse order of seniority within the job classifications of such discontinued positions.

9.3.2 Employees who have been laid off because of lack of work or lack of funds are eligible for reemployment for a period of thirty-nine (39) months. During that time and when qualifications permit, they will be reemployed in preference to new applicants. If the employee refuses a reemployment offer, he/she shall not be eligible for further preferred consideration. A refusal shall not preclude an employee from future employment with the District.

9.3.3 Recalls shall be made in the reverse order of layoffs within each job classification. Those employees in the bargaining unit who have completed a probationary period shall be reemployed without having to serve an additional probationary period.

9.3.4 Notification of recall shall be made by personal contact or certified mail to the employee's last known mailing address. The employee must indicate acceptance of the job offer within five (5) working days after receipt of the notification, and arrange the time of return to work. The employee must, however, be available within fifteen (15) work days of notice.

9.4 Bumping Rights

An employee laid off from his/her present class may, in order to avoid layoff, bump into the next lower class in which the employee has greatest seniority considering his/her seniority in the lower class and any higher classes.

9.5 Layoff In Lieu Of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her employment rights under this Master Contract.

9.6 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made on the basis of the greater seniority, if that be equal, then the determination shall be made by lot.

9.7 Voluntary Demotion Or Voluntary Reduction In Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit except that they shall be ranked in accordance with their seniority on any valid reemployment list.

9.8 Effects of Layoff : For voluntary and involuntary layoffs of bargaining unit employees that are effective on or after the effective date of this Article, District fringe benefit coverage for said employees will continue for two months following the effective date of the layoff at the level of benefits prior to layoff. Employees shall be entitled to receive a lump sum payment in return for a maximum of twenty days of the employees' accumulated sick leave on the effective date of layoff.

9.9 Vacation Pay : For those classified employees laid off, all earned and unused vacation shall be paid as soon as possible to the employee.

9.10 Election Of Retirement Reemployment Rights

Any employee laid off for lack of work or lack of funds and who elects service retirement from the Public Employees Retirement System shall be placed on an appropriate reemployment list. The District shall notify the Board of Administration of the Public Employment Retirement System of the fact that retirement was due to layoff or lack of work or funds. If the employee is offered, and accepts in writing, an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.

9.11 Waiver Release : The parties agree that the above provisions in this Article represent the full and complete agreement between the parties concerning layoff, voluntary reduction in hours in lieu of layoff and the impacts and effects of such matters. CSEA hereby clearly and unequivocally waives the right to meet and negotiate all these matters during the term of the current contract between them.

9.12 Reclassification of Vacant Positions : The District may reclassify upward or downward the salary range for any vacant

position. Prior to such reclassification, the District shall notify CSEA. CSEA, if it desires to negotiate the reclassification, shall make its desire to negotiate in writing within ten (10) days of receipt of notice from the District.

9.13 New Classifications : The District may establish new classifications and initial salary ranges for those classifications. If CSEA desires to negotiate the salary ranges, it shall notify the District in writing within ten (10) days of receipt of notice from the District of establishment of the new classifications. Pending a conclusion of negotiations, employees in the new classifications shall be paid on the initial salary ranges established by the District.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 Definitions :

10.1.1 "Days" means working days for grievances filed by employees.

10.1.2 "District" means the Imperial Unified School District.

10.1.3 "Employee" means a person who is, on a permanent basis as opposed to a temporary basis, on the payroll of the District.

10.1.4 "Grievance" is a complaint alleging action by the District in violation of a specific provision of this Agreement.

10.1.5 "Responsible official" means the employee designated by the District to coordinate its efforts to comply with and carry out its responsibilities under the Master Contract with the employee's organization.

10.1.6 "Superintendent" means the Superintendent of Schools or his designee.

10.2 Procedures : All grievances brought by employees shall be handled in the following manner:

10.2.1 Step 1 - Informal

Within twenty (20) days of the time that the grievant knew, or reasonably should have known of the grievance (or within twenty (20) days of the publication of this grievance procedure, whichever is later), the grievant shall present the grievance orally to the immediate supervisor. Within five (5) days after presentation of the grievance, the immediate supervisor shall orally answer the grievance.

10.2.2 Step 2 - The Responsible Official

Within five (5) days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant, and submitted to the responsible official on the form provided as part of this procedure. The grievant shall (1) name the employee involved, (2) state the facts giving rise to the grievance, (3) identify the specific complaint (alleged action), and (4) indicate the specific relief requested. Within five (5) days after receiving the written grievance, the responsible official shall give his/her answer in writing to the grievant.

10.2.3 Step 3 - The Superintendent

If the grievance is not resolved in Step 2, the grievant may, within five (5) days of receipt of the responsible official's answer, appeal to the Superintendent by filing the grievance and the responsible official's answer along with any written

response of the grievant to the answer of the responsible official, with the office of the Superintendent which shall receipt therefor.

The Superintendent shall hear the grievance within ten (10) days after receipt of any written grievance properly filed with the Superintendent's office and shall render his/her decision in writing within ten (10) days after such hearing.

The grievant shall be afforded a full and fair opportunity to present evidence relevant to the facts and to the issues raised by the grievance and may be represented by counsel at the hearing of a grievance by the Superintendent.

The grievant shall be furnished with a copy of the decision of the Superintendent.

10.2.4 Step 4 - The Board of Trustees

If the grievant is not satisfied with the decision of the Superintendent in Step 3, the grievant may, within ten (10) days of receipt of the Superintendent's decision, appeal to the Board of Trustees by filing the grievance and the "responsible official's" answer, along with any written response of the grievant to the answer of the "responsible official", and a copy of the appeal to the Superintendent, along with a copy of the Superintendent's decision, and the grievant's written response stating the reason for dissatisfaction with the Superintendent's decision, with the office of the Superintendent for the purpose of being presented to the Board of Trustees, and the Superintendent's office shall receipt therefor.

The Board of Trustees shall hear the grievance at a hearing to be scheduled within ten (10) days of the Superintendent's

receiving the appeal to the Board of Trustees and shall render a decision in writing within ten (10) days after such hearing.

The grievant shall be afforded a full and fair opportunity to present evidence relevant to the facts and to the issues raised by the grievance and may be represented by counsel at the hearing of a grievance by the Board of Trustees.

The final decision of the Board of Trustees shall be final within the school corporation.

- 10.2.5 In the event the grievant fails to exhaust its remedies under the grievance procedure provided above or to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the District's last answer thereto. In the event that the District fails to give its answer at any step within the time limits provided, the grievant shall have the right to proceed immediately to the next step. Any time limit may be extended by written mutual agreement of the grievant and the District.
- 10.2.6 Any settlement of a grievance shall be applicable to the grievance only and shall not be binding authority for the disposition of any other grievance. Any grievance initiated under this procedure shall be brought by and for the employee alleging action in violation of the employee's rights as contained in this Agreement or Master Contract.

IMPERIAL UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

Grievance # _____ Date _____

Name of Grievant _____

Building _____ Assignment _____

Date cause of grievance occurred _____

Statement of grievance

Identify specific provision of the law or regulations violated (cite specific section)

Identify specific relief sought

Signature

Date

Disposition of responsible official _____

Signature

Date

ARTICLE 11 - TRAINING

11.1 Professional Growth:

Refer to Professional Growth Application

Professional Growth Program for Permanent Employees: Professional Growth is a joint enterprise between the District and the individual employee and must be jointly planned in order to assure maximum gain for both the participant and the District. The Professional Growth Program is authorized by the Governing Board as a means of rewarding permanent classified employees who voluntarily complete approved courses to improve their general education, job skill level, and service to the District. The program is open to all members of the classified staff. Credit may be granted for approved courses taken in prior years, following verification of transcripts.

Professional Growth may be achieved through participation in the following categories:

1. Completing units of work in a community college, college or university, university extension, adult education, or accredited educational institution, in courses approved for the job class.
2. Completing specific in-service courses, workshops, and seminars.
3. Correspondence courses from accredited schools.
4. Job-related courses in recognized trade schools.

Criteria: The following criteria are applied in determining approval prior to enrollment:

1. The employee must apply to the Superintendent for course approval prior to enrollment;
2. The subject matter of the course must relate directly to the position currently occupied by the employee;
3. The subject matter of the course must meet the requirements of the position for which the employee is training;
4. The course which does not meet the requirements of either 1 or 3 above must be acceptable to the Superintendent (example: for cross-job training).

Duties of the Superintendent:

1. To maintain listings of local job-related courses and their unit worth, to be made available by posting at job sites.
2. To review and approve or disapprove an employee's application for professional growth.
3. To recommend through normal administrative channels any suggestions for additions or changes to this policy for consideration by the Governing Board.

Units to be Completed to Qualify for Credit will be Figured in Semester Units:

1. Credit in quarter units will be converted to semester units at the rate of one quarter unit for $\frac{2}{3}$ semester unit, i.e.: one quarter unit divided by three, multiplied by two, equals $\frac{2}{3}$ of a semester unit;

2. The number of units of credit awarded by the educational institution where the course was completed will be accepted;
3. When an educational institution indicates the number of hours of participation rather than a specific number of units, one semester unit will be granted for each 18 hours of classroom participation;
4. Credit will not be given for District funded educational or training activities or those not taken on the employee's own time, unless prior approval has been received.

Employee's Responsibility:

1. Must take a course from the approved listing or courses approved by the Superintendent;
2. Obtain prior approval through written application to the Superintendent;
3. Submit official transcript of successful completion of the course to the Superintendent by July 1 for eleven and twelve month employees and September 1 for ten month employees.

Responsibility of Superintendent:

1. Approves or disapproves course applications;
2. Verifies transcripts for employee credit;
3. Maintains transcripts or records in personnel folders;

4. Salary adjustments for professional growth will occur only in July for eleven and twelve month employees and only in September for ten month employees.
-
- 11.2 Transferable Units : In the event of reassignment to a new job classification, accumulated units in an employee's previous job classification will only be transferred upon the Superintendent's approval that the units relate to the employee's new job classification.
 - 11.3 Implementation : Professional growth compensation will be established in addition to the salary schedule and will be distributed on a pro-rated basis.

IMPERIAL UNIFIED SCHOOL DISTRICT

CLASSIFIED EMPLOYEE
PROFESSIONAL GROWTH PROGRAM APPLICATION

NAME_____

JOB CLASSIFICATION_____

JOB SITE_____DISTRICT SUPERVISOR_____

COURSE_____NUMBER OF UNITS_____

SCHOOL/COLLEGE/ACCREDITED INSTITUTION_____

DESCRIPTION (HOW IT RELATES TO MY JOB)

Attach a copy of the course summary to this application.

APPLICANT'S SIGNATURE_____DATE

Please do not mark below this line

APPROVAL

DISAPPROVAL

REASON FOR DISAPPROVAL_____

SUPERINTENDENT'S SIGNATURE _____

DATE _____

ARTICLE 12 - SEVERABILITY

If any provision of this Master Contract is held to be contrary to law by a court of competent jurisdiction, such provision will be severed from this Master Contract, but all other provisions shall continue in full force and effect. Upon the request of either party, the parties shall negotiate over a replacement provision.

ARTICLE 13 - DISTRICT RIGHTS

- 13.1 Powers and Authority : It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law. The only limitations on those powers and authority are the express provisions of this Master Contract.
- 13.2 Exclusive Rights : Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine and modify job descriptions; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the work calendar for employees; determine the methods of raising revenue; contract out work, provided it does not require the layoff of a permanent or probationary classified employee in the bargaining unit; and take any action on any matter in the event of an emergency as defined by law. The Governing Board also retains the right to hire, classify, layoff, evaluate, promote, terminate and discipline employees,

and to determine the impacts and effects of actions taken pursuant to this Article.

- 13.3 Terms : The exercise of these powers, rights, authority, duties and responsibilities by the Board; the adoption, revision and rescission of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Master Contract.

ARTICLE 14 - PERSONNEL FILES

- 14.1 Materials In Files : Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. Such material is not to include ratings, reports, or records which: 1) were obtained prior to the employment of the person involved, 2) were prepared by identifiable examination committee members, or 3) were obtained in connection with a promotional examination. Every employee shall have the right to inspect such materials upon request and at a reasonable time during work hours.
- 14.2 Employee Notice : Information of a derogatory nature, except for information listed in the three numbered phrases in the paragraph immediately above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Such notice shall allow ten (10) calendar days for review and comment. A unit member shall have the right to enter and have attached to any such derogatory information, his/her comments thereon. Review of any derogatory information may take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- 14.3 Employee Statement : If an employee disagrees with materials or the contents of materials to be placed in the employee's personnel files, the employee may prepare a written statement within ten (10) days of knowledge of the materials which will be attached to the materials in the personnel file, and the employee shall be given a reasonable opportunity during work hours to prepare such statement.

ARTICLE 15 - JOB REPRESENTATIVES

15.1 Purpose : The District recognizes the need and affirms the right of CSEA to designate Job Representatives from among employees in the unit. It is agreed that CSEA, in appointing such representatives, does so for the purpose of promoting an effective relationship between the District and employees by helping to settle problems at the lowest level of supervision.

15.2 Selection of Job Representatives : CSEA reserves the right to designate one employee from each of the following work groups: Maintenance/Operations, Transportation, Food Services, Clerical/Secretarial, and Para-Professional. CSEA shall notify the District in writing of names of the Job Representatives and the group they represent. If a change is made, the District shall be advised in writing of such change.

15.3 Duties and Responsibilities of Job Representatives: The following shall be understood to constitute the duties and responsibilities of Job Representatives:

15.3.1 After notifying his/her immediate supervisor, a Job Representative shall be permitted to leave his/her normal work area during reasonable times in order to assist in investigation, preparation, writing and presentation of grievances. The Job Representative shall advise the supervisor of the grievant of his/her presence. The Job Representative is permitted to discuss any problem with all employees immediately concerned, and if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.

15.3.2 If, due to an emergency, an adequate level of service cannot be maintained in the absence of a Job Representative at the time of the notification mentioned in 15.3.1, the Job Representative shall be permitted to leave his/her normal work

area after the emergency has subsided and the Job Representative has provided notification.

15.3.3 A Job Representative shall be granted release time with pay to accompany a CAL-OSHA representative and supervisor conducting an on-site walk-around safety inspection of any area, department, division, or other subdivision for which the Job Representative has responsibilities as a Job Representative.

15.4 Authority : Job Representatives shall have the authority to file notice and take action on behalf of all classified employees in the bargaining unit relative to rights afforded under this Agreement.

15.5 CSEA Staff Assistance : Job Representatives shall be entitled to seek and obtain assistance from CSEA staff personnel, for the purpose of processing grievances and matters related thereto, and other reasons relating to wages, hours and terms and conditions of employment covered under this Agreement.

ARTICLE 16 - HOURS AND OVERTIME

16.1 Workweek : The full-time workweek shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District, except as provided for in Section 16.9.

16.2 Workday : The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours.

16.2.1 The District may change the starting and ending times for an employee's regular workday provided that the District provides no less than three days notice of such change except in an emergency.

16.3 Increase in Hours : When additional hours are assigned to a part-time position on a regular basis, the assignment shall be offered to the employee in the appropriate class with the greatest bargaining unit seniority. If the senior employee declines the assignment, it shall be offered to the remaining employees in the class in descending order of bargaining unit seniority until the assignment is made.

16.4 Lunch Period : Any full-time employee covered by this Agreement shall be entitled to an uninterrupted lunch period after the employee has been on duty midpoint in the workday. The length of time for such lunch period shall be for a period of no longer than one (1) hour, nor less than one-half (.5) hour, and shall be scheduled for full-time employees at or about the midpoint of each work shift, to be staggered so as to have coverage of each site during all normal working hours.

16.4.1 Any full-time employee required to work during the lunch period shall receive compensatory time at time and one-half (1.5) the regular rate for any hours worked over eight hours; time and one-half (1.5) payment to be made only upon prior approval of the Superintendent.

16.5 Rest Periods : 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 hours worked or major fraction thereof.

16.5.1 Specific periods may be designated only when the operation of the District requires someone to be present at the employee's work site at all times. Such time shall be mutually agreed upon between the employees and their supervisors.

16.5.2 Rest periods of a total of thirty (30) minutes on evening or special work shifts shall be scheduled at the mutual convenience of the employees and the supervisors.

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

16.6 Rest Facilities : The District shall make available at each work site adequate lunchroom, restroom, and lavatory facilities for classified employee use, within reason.

16.7 Voting Time Off : If any employee's work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which an employee is entitled to vote, the District shall arrange to allow sufficient time for such voting by the employee without loss of pay.

16.8 Overtime : Except as otherwise provided herein, all overtime hours must have prior approval of the employee's immediate supervisor as defined in this section and shall be compensated at a rate equal to time and one-half (1.5) the regular rate of the employee for all work suffered or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift, or in excess of forty (40) hours in any calendar week, whether such hours are worked prior to the commencement of a regular assigned starting time or subsequent to the assigned quitting time.

16.8.1 All hours worked beyond the workweek of five (5) consecutive days of eight (8) hours per day, for a total of forty (40) hours per workweek, shall be compensated at the overtime rate commencing on the sixth consecutive day of work.

16.9 Compensatory Time Off : An employee in the bargaining unit shall take compensatory time off in lieu of cash compensation for overtime worked. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 16.8 of this Article.

16.9.1 Compensatory time shall be taken at a time mutually acceptable to the employee in the bargaining unit and the District within twelve (12) months of the date on which it was

earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the employee in cash for all such time at the appropriate overtime rate based on the employee's current rate of pay.

16.9.2 The District may take action to ensure compliance with the federal Fair Labor Standards Act.

16.10 Minimum Call In Time : Any employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this Agreement.

16.11 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 emergency situations.

ARTICLE 17 - EMPLOYEE EXPENSES AND MATERIALS

17.1 Tools : The District agrees to provide all tools, equipment, and supplies reasonably necessary to bargaining unit employees for performance of employment duties.

17.2 Hold Harmless Clause : The District shall defend and/or indemnify employees as required by current law contained in the California Government Code.

17.3 Uniforms: The District Governing Board, in its sole discretion shall determine, during any year covered by this Agreement or any extension thereof, whether or not it will participate in providing uniforms to classifications of members of the bargaining unit and, if so, the extent to which the District will participate.

- 17.3.1 Effective upon ratification of this Agreement (2/27/02), each member in the maintenance, operations, and transportation classifications shall be provided with five (5) uniform shirts. Normal upkeep on uniforms will be at the employee's expense. Uniforms may be exchanged for a different size if necessary. Uniforms that are damaged beyond normal wear will be replaced at the employee's expense.
- 17.3.2 Uniforms will remain the property of the District and upon transfer in the District to a classification which is not provided uniforms or upon termination of employment, said uniforms will be surrendered to the District. Upon termination, an employee will be charged the cost of each shirt that is not returned or the final paycheck will not be issued.
- 17.3.3 District uniforms may only be worn while an employee is on duty, on his/her way to/from work, and during the lunch hour.
- 17.3.4 All employees in the classification that are provided uniforms will be required to wear them.
- 17.3.5 Employees will be subject to disciplinary action for non-compliance of any part of this section.

ARTICLE 18 - HIRING

- 18.1 Interviewing Committee : The District shall have the exclusive right to recruit, screen, interview, evaluate, rate, recommend, select or reject any and all applicants for employment in new or vacant classified positions in the bargaining unit. The District will select one or more bargaining unit members to take part in the

interviewing process. All final decisions to employ shall be made by the Governing Board.

- 18.2 Probationary Period - All newly hired employees will be required to serve a one year (12 months) probationary period. If a permanent employee, who is promoted, is not recommended for permanency during his or her probationary period, the employee will not be terminated. Instead the employee will be entitled to his or her previous or equal position without loss of seniority. The same shall apply to employees transferred to a different position. Employees shall not be required to serve a second probationary period in any one position. (EC 45113)

ARTICLE 19 - TRANSFERS

- 19.1 Transfers - Classified Job Vacancies : When a vacancy occurs in a District classified position, the District shall post the job within and may post outside the school district before filling the vacancy. Employees of the District shall be given preference if their skills are at least equal to all other applicants. Each applicant shall be screened, and the most suitable candidates will be interviewed and/or tested for the classified opening. Successful candidates will be recommended to the Board in the order of their desirability.
- 19.2 Posting of Notices : Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each District work site. However, where a vacancy is created due to the transfer of a current employee to the advertised vacant position per Section 19.1 above, the District shall not be required to post the vacancy created by the transfer but may fill the vacancy from the remaining applicants.

- 19.2.1 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy.
- 19.3 Notice Contents : The job vacancy notice shall include the job title, a brief description of the position and duties, the minimum qualifications required for the position, the initial assigned job site, the number of hours per day, months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy. The Notice shall also contain a statement that the initial assigned job site is not guaranteed depending upon whether transfer preference is provided to a current bargaining unit member pursuant to Section 19.1 above.
- 19.4 Filing : Any employee in the bargaining unit may file for vacancy by submitting written notice to the District within the filing period.
- 19.5 Change In Work Location : The District may change an employee's work location or work site if prior notice of such change is provided as soon as possible but not less than three (3) days where the change is not caused by an emergency or the District was not aware of the need for such change in time to provide such notice. Employees may request to meet with the immediate supervisor and the Superintendent within the three (3) day time period to discuss the transfer.

ARTICLE 20 - RECLASSIFICATION PROCEDURE

- 20.1 Procedure : The reclassification of a position currently held by a member of the bargaining unit shall be considered by the following procedure:
- 20.1.1 A request for reclassification may be initiated by a member of the bargaining unit, the supervisor of the member of the

bargaining unit or the Superintendent. Requests must be submitted by January 1 for possible implementation by March 1, by March 1 for possible implementation by May 1, by May 1 for possible implementation by July 1, by July 1 for possible implementation by September 1, by September 1 for possible implementation by January 1.

20.1.2 A request for reclassification must be filed with the Superintendent and the President of the CSEA and must contain specific reasons for the request.

20.1.3 The Superintendent, the employee's supervisor, one administrator selected by the District, and three employees in the bargaining unit selected by CSEA will review the request. Two of the three employees from the bargaining unit will be selected by the CSEA and one will be selected by the Superintendent. This group of six employees may request additional information from the employee, conduct their own investigation, or may determine to seek assistance from others.

20.1.4 The final recommendation from the Superintendent to the Governing Board for its action will be reviewed with the member of the bargaining unit in the position and the group of three employees selected in provision 20.1.3 above. If either the member of the bargaining unit or the CSEA does not agree with the final recommendation, either or both may file a statement with the Superintendent who will attach it to the final recommendation to the Board.

20.2 Time Period : Only one request for reclassification per position may be initiated within any eighteen (18) month period.

ARTICLE 21 - DISCIPLINARY ACTION

21.1 Discipline : A permanent employee may be disciplined by the District for just cause. The term "discipline" specifically does not include adverse or negative evaluations, warnings, directives and the implementation of other Articles in the Master Contract such as the denial of any leave. The term "discipline" is limited to dismissal, suspension, or demotion.

21.2 Notice to Employee : Prior to the taking of discipline, the Superintendent shall give written notice to the employee. The written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the employee at least ten (10) calendar days prior to the date when discipline may be imposed. In emergency situations where it is deemed appropriate to remove the employee immediately, the employee shall not lose compensation prior to the date when discipline may commence. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was served.

The contents of the written notice shall include at least the following:


- 21.2.1 A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based.
- 21.2.2 The specific disciplinary action proposed.
- 21.2.3 The cause(s) or reason(s) for the specific disciplinary action proposed.
- 21.2.4 A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.


- 21.2.5 A statement that the employee has the right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was served.
- 21.2.6 A statement that the employee, upon request, is entitled to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was served. At such meeting the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
- 21.2.7 A statement that the employee, upon written request, is entitled to an evidentiary hearing before the Board, or before a neutral arbitrator if CSEA represents the employee and requests advisory arbitration, before any disciplinary action is final. A statement that no evidentiary hearing shall be held unless notice is delivered to the Superintendent within five (5) working days after the date the written notice of proposed disciplinary action was served.


Attached or enclosed with the written notice of proposed disciplinary action shall be a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges.


- 21.3 Minor Offenses : Discipline under this Article for minor offenses will be taken only after the employee has received a warning or reprimand for the same or similar offense within the previous six months. A warning or reprimand shall not be subject to the Grievance Procedure of this Master Contract.

21.4 Causes for Discipline: The term “just cause” shall include, but not be limited to, the following:


 Incompetent, untimely, unsatisfactory or negligent performance of duty.


 Failure to possess the minimum qualifications for the position, such as loss of driver’s license or other license required by the job classification.

 Insubordination, including but not limited to the refusal to perform assigned duties or the refusal to obey a lawful directive from the Superintendent or designee.


 Carelessness or negligence in the performance of assigned duties or in the care or use of District property.

 Loss, theft, conversion, damage, destruction or other misuse of District property or property entrusted to ones use.

 Discourteous, offensive, or abusive conduct or language toward other employees, District officials, pupils, or the public.

 Threats of harm or acts of actual or attempted violence toward other employees, pupils, parents, or members of the public.

 Dishonesty.

 Drinking alcoholic beverages on the job, reporting to work while intoxicated or under the influence of alcoholic beverages, or bringing alcohol on District property or to any

District sponsored event except where specific, prior written authorization has been provided.



Use or possession of narcotics on the job, or reporting to work under the influence of narcotics or other controlled substances. The use of narcotics or other controlled substances under and consistent with the directions of a physician which do not impair the performance of a classified employee is not prohibited.



Personal conduct unbecoming an employee of the District which may have adverse impact on the District.



Engaging in political or union activity during assigned hours of work unless otherwise authorized by law, contract, or board policy or practice.



Conviction of any felony or any crime involving moral turpitude, or conviction of any crime which relates to the qualifications, certifications, functions, or duties required of the employee in the assigned position.



Abuse of any leave or vacation, including but not limited to excessive absenteeism and/or tardiness, absence without authorization or excuse, or unauthorized absence from duty or place of assigned duty.



Falsifying any information supplied to the District, including, but not limited to, information supplied on application forms, employment records, or any other District records.



Persistent violation or a refusal to obey safety rules and regulations made applicable to school districts by the

District Governing Board or by any appropriate federal, state, or local government agency.



Failure to fully comply with District policies, rules, regulations, and the provisions of any applicable collective bargaining agreement or Department rules, regulations or orders.



Offering of anything of value or offering any service in exchange for special treatment in connection with the classified employee's assigned duties, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public, or other misuse of authority or position.



Willful, negligent or intentional violation of any law concerning the District.



Abandonment of position which is defined as an unexcused absence for more than five (5) consecutive workdays.



Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful means.



Sexual harassment or discrimination on any unlawful basis.



Fraud or misrepresentation in securing appointment or promotion.



Any other act or omission that is detrimental to the District or may bring discredit upon the classified service of the District.



Failure to report accidents, injuries and known safety hazards or violations.

- 21.5 Representation: An employee facing discipline as defined above may be represented by a lawful representative at any disciplinary conference or hearing held pursuant to this Article.
- 21.6 Demand for Hearing: An employee shall receive an evidentiary hearing on the proposed disciplinary action only if a written demand for such hearing is delivered to the Superintendent or designee within five (5) working days after service of the written notice of proposed disciplinary action. In the absence of a timely demand for a hearing, the Board may take final action upon the proposed disciplinary action after the time period for demanding a hearing has expired.
- 21.7 Hearing: Upon timely request for a hearing, a hearing will normally be held before the Board, or a hearing officer designated by the Board, within forty-five (45) calendar days of the hearing demand. The employee shall have the right to appear in person, with counsel at the employee's expense or such other lawful representative as determined by the classified employee. The District will have the burden of proof and shall first present evidence. Normal procedures shall be followed; i.e., charging party presentation, defense cross-examination, defense presentation, charging party cross-examination and rebuttal evidence from each party. Hearings will be recorded at the request of either party with such expense being borne by the requesting party. The District will be entitled to a copy of the official transcript if it shares equally with the employee or representative the costs of the court reporter, transcribing the record of the hearing, and for a copy of the official transcript.
- 21.8 Board's Decision: The Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.
- 21.9 Special Rules For Threats Of Serious Physical Injury By District Employees To Other Employees, Students, Members Of the Public, Agents Or

Independent Contractors of the District, or Members of the District Governing Board.

- 21.9.1 This paragraph applies only where an employee, student, member of the public, agent or independent contractor of the District is reported to have been threatened with words and/or actions with serious physical injury by an employee of the District, and such threat is work-related. In such case, and if after an investigation, the District has reasonable suspicion that such threat is bona fide; the District may but is not required to direct the employee to submit to a psychiatric examination by a licensed physician selected by the District at no cost to the employee. The sole purpose of such examination is to procure a professional medical opinion with supporting relevant information on the issue of whether the employee's continued presence in the workplace constitutes a threat of serious physical injury to the health or safety of students, employees, parents, members of the public, or agents or independent contractors of the District.
- 21.9.2 If directed by the District, an employee is not required to submit to a psychiatric examination without the employee's written consent. However, the District may discipline any employee up to and including dismissal if the employee refuses to consent to the examination after being advised that a result to consent subjects the employee to discipline. However, such discipline shall not be based solely on such refusal, but shall be based on all the facts of the case.
- 21.9.3 Any consent or refusal to submit to the examination shall be in writing. If an employee consents to the examination, the employee shall also authorize in writing the release of the medical information resulting from the examination. If the

employee refuses to release the information, disciplinary action will not be taken because of that refusal. Disciplinary action, however, may be taken based on other available evidence, including the fact that the employee refused to release the medical information. If the employee refuses to release the medical information to the District, the results of the examination may not be used by the employee as evidence in support of any defense to discipline.

21.9.4 The only medical information which the District may request to be released by the physician is the physician's professional opinion and supporting information relevant to the issue of whether, in the physician's professional opinion, the employee presents a threat of serious physical injury to the health or safety of students, parents, other employees, or agents or independent contractors of the District, or members of the public. If the District directs such an examination and the employee consents to the examination and the release of the above-described medical information, the District will place the employee on paid leave of absence pending receipt of the results of the examination, and will not commence disciplinary action against the employee for the threats of violence before the results of the medical examination have been received and reviewed. The employee shall fully cooperate and make himself or herself available for the purpose of conducting the examination.

21.9.5 Medical information received by the District as a result of psychiatric examination shall be kept confidential by the District in a file separate from the employee's official personnel file and shall be destroyed no later than two years after the date of medical report. The employee shall be provided with a copy of any report received by the District

upon request, and will have the right to submit the employee's own report from an independent licensed physician. The District shall establish appropriate procedures to ensure that such medical information will remain confidential and will be protected from unauthorized use or disclosure.

21.9.6 Medical information received by the District as a result of psychiatric examination may be admitted by either the District or the employee in any disciplinary hearing pursuant to this Article. However, the contents of such report shall not be the sole basis for any discipline imposed.

21.10 Probationary Employees: Probationary employees are not covered by this Article.

ARTICLE 22 - SAFETY

22.1 District Compliance : The District shall conform to and comply with all health, safety, and sanitation requirements imposed by state and federal law or regulations adopted under state and federal law.

ARTICLE 23 - DURATION AND NEGOTIATIONS

23.1 Provisions : This Master Contract is entered into effective upon final ratification by CSEA and its 565 Chapter and the Governing Board of a collective bargaining agreement between the parties and shall remain in full force and effect from July 1, 2023, until June 30, 2026 and shall include all current terms and conditions.

During the 2024-2025 school year, there shall be automatic re-opener negotiations on Article 4 (Pay and Allowances), Article 5 (Health and

Welfare Benefits), and one additional or new article of each party's choice.

23.2 Successor Agreement : Upon receipt of written initial proposals, arrangements shall be made pursuant to provisions of the EERA, including the Public Notice Provisions, for meeting and negotiating to commence.

23.3 Mutual Agreement : The District and the CSEA mutually agree that the terms and conditions set forth in the Articles and provisions of this Master Contract represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Master Contract.

The District and the CSEA also mutually agree that this Master Contract shall be in full settlement of all issues which were, were not, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Master Contract unless by mutual consent in writing or by a procedure expressly allowing same stated in this Master Contract.

The District has the right to act on any matter during the term of this Master Contract as long as any action is not in violation of this Master Contract. The District and the CSEA hereby each clearly and unequivocally waive their rights to meet and negotiate during the term of this Master Contract unless otherwise expressly stated in this Master Contract. Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Master Contract may be deleted by the District. The District may amend, change, or delete or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this Master Contract.

23.4 No Lock Out Or Refusal To Work : The CSEA and employees shall not engage in any concerted refusal to work during the term of this Master Contract. In the event of any concerted refusal to work the CSEA shall openly and actively encourage employees to cease such activity, and the District may discipline participating employees.

The District shall not lock out employees during the term of this Master Contract.

23.5 Negotiations Procedures : Negotiations shall take place at mutually agreeable times and places. The Association may designate up to a maximum of four members of its bargaining team who are members of the unit and who shall receive released time without loss of compensation during periods in which negotiations occur during the work day.

23.5.1 Either party may utilize the services of outside consultants in negotiations sessions, however, consultants may not be present at the first meet and confer session.

ARTICLE 24 - BUS ROUTE ASSIGNMENTS

24.1 Posting Of Assignments : The District shall post a list of all extra trips or assignments in the bus barn upon receipt.

24.2 Assignment of Extra Trips : Extra trips shall be made in sequential order on a rotating seniority basis in the order in which received to the next properly licensed driver as soon as practical after receipt of each trip request.

24.2.1 Refusal of an assigned trip shall result in the employee missing that rotation.

24.2.2 Cancellation of an assigned trip shall result in the employee whose trip was canceled receiving the next available unassigned trip.

24.3 Assignment of Regular Bus Routes : The District may assign or reassign bus drivers to bus routes to suit the needs of the District. Such assignment or reassignment shall have no impact on the employee's regular assigned hours.

ARTICLE 25 - PARENT COMPLAINTS

25.1 Education Code Section 35160.5(A) (3) : This Article is pursuant to the requirements of Education Code Section 35160.5 (a) (3). The District and the Association agree that the provisions of this Article shall be interpreted as policies pursuant to the requirements of Education Code Section 35160.5 (a) (3) and shall be reviewed annually consistent with any re-opener procedures in this Agreement.

25.2 Informal (Oral) Complaints : No record of any informal (oral) complaint shall be placed in the personnel file of a member of the bargaining unit unless:

25.2.1 The employee's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation will include a conference with a District representative, the employee, the employee's representative, if previously requested, and may include the complainant.

25.2.2 The member of the bargaining unit has been given prior notice of the informal (oral) complaint, the identity of the complainant, and any record to be filed such that the member of the bargaining unit has a reasonable

opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Superintendent. The member of the bargaining unit also shall have a reasonable opportunity to attach a response to any derogatory material concerning the complaint before it is placed in the member's personnel file.

25.3 Formal (Written) Complaints : The District shall forward within ten (10) workdays to the member of the bargaining unit any formal (written) complaint regarding that member. A member of the bargaining unit shall forward as soon as practicable to the immediate supervisor any formal (written) complaint received by the member regarding that member. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of a member of the bargaining unit unless:

25.3.1 The employee's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation will include a conference with a District representative, the employee, and the employee's representative, if previously requested, and may include the complainant.

25.3.2 The member of the bargaining unit has been given prior notice of the formal (written) complaint and any record to be filed such that the member of the bargaining unit has a reasonable opportunity (ten calendar days) to present relevant information to his or her immediate supervisor or the Superintendent. The member of the bargaining unit shall also have a reasonable opportunity to attach a response to any derogatory material concerning the complaint before it is placed in the member's personnel file.

- 25.4 Adherence to Article 21 : No disciplinary action shall be taken against a member of the bargaining unit by the District without adherence to Article 21, Disciplinary Action.
- 25.5 Record of Complaint : No record of any complaint shall be placed in the personnel file of a member of the bargaining unit if an investigation by the District shows that the complaint has no merit, and/or the District believes that no record shall be maintained.
- 25.6 Use In Evaluation : If no record of any complaint is placed in the personnel file of a member of the bargaining unit by the end of the school year in which the complaint was made, the complaint may not be used as part of any evaluation in future year(s) or as a basis for any disciplinary action.
- 25.7 Anonymous Complaints : Anonymous complaints shall not be processed pursuant to the provisions of this section.
- 25.8 Public Complaints : Nothing in this Article shall prohibit members of the public from making oral or written complaints to the District.

ARTICLE 26 - EMPLOYEE EVALUATION PROCEDURE

- 26.1 General : Written performance evaluations shall be made of bargaining unit members by the unit member's supervisor on District designated evaluation forms. Probationary unit members may be evaluated when the supervisor finds it necessary. Unit members shall be evaluated at least at the end of the third month of service during the six-month probationary period and at least annually thereafter by July 1. Failure to evaluate a probationary employee shall not preclude

termination of employment. If a unit member receives an unsatisfactory performance evaluation, the evaluation shall specify the specific areas in which performance is deficient and provide specific direction as to the improvement required.

26.1.1 The probationary period shall be extended during any period of time in which the unit member is absent from duty.

26.2 Procedure :

26.2.1 Formal evaluations shall be prepared on the District designated evaluation form and signed by the evaluator and the unit member evaluated. The unit member's signature does not necessarily mean that the unit member agrees with the content of the evaluation, but only that the unit member has received a copy of the evaluation and has had the opportunity to discuss it with the evaluator.

26.2.2 The results of a formal evaluation shall be discussed with the unit member. The evaluation results shall be discussed with the unit member in a private meeting before the evaluation is placed in the unit member's personnel file.

26.2.2.1 Upon receipt of a copy of the evaluation, the unit member evaluated shall have ten (10) workdays in which to attach a statement to the evaluation before it is placed in the unit member's personnel file.

26.2.3 There shall be one designated evaluator who signs the performance evaluation. The designated evaluator shall be a single designated supervisor who is not in the classified bargaining unit or a certificated administrator. Only the

evaluation form signed by the designated evaluator shall be placed in the unit member's official personnel file.

**IMPERIAL UNIFIED SCHOOL DISTRICT
APPENDIX A / JOB CLASSIFICATIONS**

SECRETARY CLASSIFICATIONS

Clerk Typist	10
Counseling Secretary	14
School General Secretary I	14
School General Secretary II	17
Maintenance & Operations Secretary	19
School General Secretary III	19
School General Secretary IV	21
District Projects Secretary	22

FOOD SERVICE CLASSIFICATIONS

Food Service Worker I	4
Food Service Worker II	6
Food Service Worker/Baker	8
Cook I	11
Cook II	13

MAINTENANCE AND OPERATIONS CLASSIFICATIONS

Special Education Bus Aide	8	Gardener	12
Gymnasium Locker Room Attendant/Custodian	12	Custodian I	12
Bus Driver/Custodian	13	Custodian II	14
Utility Worker I	17	Utility Worker II	19
Assistant Mechanic/Bus Driver	21	Mechanic I	21
Utility Worker/Refrigeration & Heating I	21	Utility Worker/Skilled Trades I	21
Lead Custodian I	21	Bus Driver/Instructor/Lead Driver	25
Lead Utility Worker	25	Mechanic II	26
Utility Worker/Refrigeration & Heating II	26		
Utility Worker/Skilled Trades II	26		
Utility Worker/Refrigeration & Heating III	30		
Utility Worker/Skilled Trades III	30		

CLERK CLASSIFICATIONS

Cafeteria Clerk	8	Counseling Clerk	10
Health Assistant I	11	Health Assistant II	12
Health Assistant	14	Library Clerk	14
Secondary Attendance Clerk	15	Secondary Discipline/ASB Clerk	17
ASB Clerk	17	Registrar Clerk	18

PARA PROFESSIONAL CLASSIFICATIONS

Crossing Guard	2	Student Supervision Aide	2
Special Education Driver	2	Instructional Aide I	5
Instructional Aide II	6	Instructional Aide I (AA Degree or 48 Units)	8
Migrant Education Paraprofessional	8	English Learner/Migrant Education Paraprofessional	8
Instructional Aide (Orthopedically/Severely Handicapped) (AA Degree or 48 Units)	6		
Response to Instruction and Intervention (RTI) Program Assistant	10		
Migrant Program Assistant	10	English Learner Program Assistant	10
Student Support Representative I	14	Student Support Representative II	21
Speech Language Pathology Assistant	24	Student Support Representative III	33

PROFESSIONAL AND TECHNICAL CLASSIFICATIONS

Computer Lab Assistant	12	Computer Network Technician I	30
School/Community Liaison	14	Director of Health Services	40

Security Officer.....14
 Security Truant Specialist..... 17

Computer Network Technician II.....41

USD CLASSIFIED SALARY SCHEDULE - APPENDIX B -EFFECTIVE JULY 1, 2023												
STEP	A	B	C	D	E	F	G	*H	*I	*J	*K	*L
1	\$2,887	\$3,027	\$3,159	\$3,294	\$3,432	\$3,553	\$3,711	\$3,986	\$4,136	\$4,286	\$4,436	\$4,586
2	\$2,943	\$3,084	\$3,220	\$3,368	\$3,500	\$3,642	\$3,792	\$4,067	\$4,217	\$4,367	\$4,517	\$4,667
3	\$3,001	\$3,139	\$3,288	\$3,429	\$3,577	\$3,723	\$3,871	\$4,146	\$4,296	\$4,446	\$4,596	\$4,746
4	\$3,080	\$3,220	\$3,371	\$3,508	\$3,657	\$3,800	\$3,951	\$4,226	\$4,376	\$4,526	\$4,676	\$4,826
5	\$3,137	\$3,284	\$3,432	\$3,584	\$3,730	\$3,884	\$4,046	\$4,321	\$4,471	\$4,621	\$4,771	\$4,921
6	\$3,204	\$3,349	\$3,500	\$3,655	\$3,803	\$3,972	\$4,124	\$4,399	\$4,549	\$4,699	\$4,849	\$4,999
7	\$3,265	\$3,424	\$3,577	\$3,729	\$3,884	\$4,049	\$4,194	\$4,469	\$4,619	\$4,769	\$4,919	\$5,069
8	\$3,327	\$3,480	\$3,642	\$3,800	\$3,972	\$4,125	\$4,288	\$4,563	\$4,713	\$4,863	\$5,013	\$5,163
9	\$3,408	\$3,569	\$3,728	\$3,898	\$4,065	\$4,223	\$4,387	\$4,662	\$4,812	\$4,962	\$5,112	\$5,262
10	\$3,476	\$3,639	\$3,800	\$3,973	\$4,135	\$4,307	\$4,476	\$4,751	\$4,901	\$5,051	\$5,201	\$5,351
11	\$3,544	\$3,710	\$3,871	\$4,042	\$4,194	\$4,362	\$4,526	\$4,801	\$4,951	\$5,101	\$5,251	\$5,401
12	\$3,613	\$3,788	\$3,955	\$4,134	\$4,307	\$4,477	\$4,653	\$4,928	\$5,078	\$5,228	\$5,378	\$5,528
13	\$3,688	\$3,865	\$4,042	\$4,211	\$4,387	\$4,566	\$4,745	\$5,020	\$5,170	\$5,320	\$5,470	\$5,620
14	\$3,768	\$3,936	\$4,118	\$4,294	\$4,476	\$4,664	\$4,841	\$5,116	\$5,266	\$5,416	\$5,566	\$5,716
15	\$3,846	\$4,028	\$4,203	\$4,387	\$4,569	\$4,751	\$4,940	\$5,215	\$5,365	\$5,515	\$5,665	\$5,815
16	\$3,914	\$4,095	\$4,288	\$4,476	\$4,669	\$4,850	\$5,033	\$5,308	\$5,458	\$5,608	\$5,758	\$5,908
17	\$3,987	\$4,178	\$4,362	\$4,558	\$4,747	\$4,941	\$5,131	\$5,406	\$5,556	\$5,706	\$5,856	\$6,006
18	\$4,118	\$4,311	\$4,515	\$4,704	\$4,906	\$5,104	\$5,290	\$5,565	\$5,715	\$5,865	\$6,015	\$6,165
19	\$4,194	\$4,399	\$4,596	\$4,803	\$5,012	\$5,205	\$5,408	\$5,683	\$5,833	\$5,983	\$6,133	\$6,283
20	\$4,288	\$4,493	\$4,688	\$4,894	\$5,105	\$5,313	\$5,515	\$5,790	\$5,940	\$6,090	\$6,240	\$6,390
21	\$4,375	\$4,576	\$4,784	\$4,992	\$5,205	\$5,416	\$5,631	\$5,906	\$6,056	\$6,206	\$6,356	\$6,506
22	\$4,462	\$4,673	\$4,877	\$5,094	\$5,313	\$5,524	\$5,737	\$6,012	\$6,162	\$6,312	\$6,462	\$6,612
23	\$4,557	\$4,763	\$4,982	\$5,189	\$5,416	\$5,636	\$5,847	\$6,122	\$6,272	\$6,422	\$6,572	\$6,722
24	\$4,647	\$4,864	\$5,086	\$5,306	\$5,524	\$5,750	\$5,973	\$6,248	\$6,398	\$6,548	\$6,698	\$6,848
25	\$4,743	\$4,951	\$5,182	\$5,408	\$5,636	\$5,864	\$6,099	\$6,374	\$6,524	\$6,674	\$6,824	\$6,974
26	\$4,834	\$5,053	\$5,279	\$5,507	\$5,741	\$5,978	\$6,218	\$6,493	\$6,643	\$6,793	\$6,943	\$7,093
27	\$4,928	\$5,155	\$5,381	\$5,619	\$5,858	\$6,100	\$6,341	\$6,616	\$6,766	\$6,916	\$7,066	\$7,216
28	\$5,021	\$5,261	\$5,504	\$5,736	\$5,978	\$6,225	\$6,459	\$6,734	\$6,884	\$7,034	\$7,184	\$7,334
29	\$5,129	\$5,361	\$5,613	\$5,842	\$6,100	\$6,347	\$6,600	\$6,875	\$7,025	\$7,175	\$7,325	\$7,475
30	\$5,216	\$5,473	\$5,719	\$5,963	\$6,219	\$6,464	\$6,722	\$6,997	\$7,147	\$7,297	\$7,447	\$7,597
31	\$5,329	\$5,580	\$5,834	\$6,088	\$6,347	\$6,608	\$6,860	\$7,135	\$7,285	\$7,435	\$7,585	\$7,735
32	\$5,435	\$5,684	\$5,947	\$6,218	\$6,467	\$6,732	\$6,990	\$7,265	\$7,415	\$7,565	\$7,715	\$7,865
33	\$5,540	\$5,812	\$6,080	\$6,345	\$6,610	\$6,873	\$7,130	\$7,405	\$7,555	\$7,705	\$7,855	\$8,005
34	\$5,653	\$5,924	\$6,200	\$6,459	\$6,732	\$7,003	\$7,273	\$7,548	\$7,698	\$7,848	\$7,998	\$8,148
35	\$5,766	\$6,043	\$6,311	\$6,600	\$6,871	\$7,133	\$7,404	\$7,679	\$7,829	\$7,979	\$8,129	\$8,279
36	\$5,879	\$6,157	\$6,441	\$6,722	\$7,003	\$7,293	\$7,565	\$7,840	\$7,990	\$8,140	\$8,290	\$8,440
37	\$6,001	\$6,290	\$6,565	\$6,860	\$7,139	\$7,440	\$7,720	\$7,995	\$8,145	\$8,295	\$8,445	\$8,595
38	\$6,121	\$6,414	\$6,709	\$7,001	\$7,294	\$7,587	\$7,877	\$8,152	\$8,302	\$8,452	\$8,602	\$8,752
39	\$6,246	\$6,547	\$6,837	\$7,133	\$7,442	\$7,732	\$8,035	\$8,310	\$8,460	\$8,610	\$8,760	\$8,910

40	\$6,366	\$6,680	\$6,968	\$7,279	\$7,587	\$7,890	\$8,203	\$8,478	\$8,628	\$8,778	\$8,928	\$9,078
41	\$6,617	\$6,950	\$7,247	\$7,574	\$7,895	\$8,207	\$8,533	\$8,808	\$8,958	\$9,108	\$9,258	\$9,408

- *H Longevity increment - 10 full years of service in District
- *I Longevity increment - 15 full years of service in District
- *J Longevity increment - 20 full years of service in District
- *K Longevity increment - 25 full years of service in District
- *L Longevity increment – 30 full years of service in District

The salary shown at Step A in each range shall be the normal entering salary range.

Longevity increments shall be awarded to classified employees in the following manner:

1. Effective July 1, 2024, after an employee has worked ten (10) full years according to his/her adjusted hiring date, the employee will be awarded \$3,300 per year, divided into twelve (12) payments and added to his/her monthly salary.
2. Effective July 1, 2024, after an employee has worked fifteen (15) full years of service according to his/her adjusted hiring date, the employee will be awarded an additional \$2,000 per year, divided into twelve (12) payments and added to his/her monthly salary, bringing the total longevity pay to \$5,300 per year.
3. Effective July 1, 2024, after an employee has worked twenty (20) full years according to his adjusted hiring date, the employee will be awarded an \$2,000 divided into twelve (12) payments and added to his monthly salary, bringing the total longevity pay to \$7,300 per year.
4. Effective July 1, 2024, after an employee has worked twenty-five (25) full years according to his/her adjusted hiring date, the employee will be awarded an additional \$2,000 divided into twelve (12) payments and added to his monthly salary, bringing the total longevity pay to \$9,300 per year.
5. Effective July 1, 2024, upon completion of thirty (30) full years of service according to his/her adjusted hiring date, the employee will be awarded an additional \$2,500 divided into twelve (12) payments and added to his/her monthly salary, bringing the total longevity pay to \$11,800 per year.
6. Employees working less than eight hours per day, five (5) days per week and twelve (12) month employees shall receive their longevity increments on a prorated basis.

PROFESSIONAL GROWTH COMPENSATION

Compensation for approved Professional Growth units that improve the employee's skills as outlined in the Classified Professional Growth Guidelines will be awarded annually on an on-going basis.

Distribution of funds will be on a prorated monthly basis. The following compensation is based on an eight (8) hour, twelve (12) month employee:

Upon completion of 12 units - \$200 per year
 Upon completion of 24 units - \$400 per year

1. Twelve (12) month, eight (8) hour employees will receive \$16.67 for the twelve months worked beginning in July of each year upon completion of 12 units. Twelve (12) month, eight (8) hour employees will receive \$33.34 for the twelve months worked beginning in July of each year upon completion of 24 units.
2. Eleven (11) month, eight (8) hour employees will receive \$16.67 for the eleven months worked beginning in July of each year upon completion of 12 units. Eleven (11) month, eight (8) hour employees will receive \$33.34 for the eleven months worked beginning in July of each year upon completion of 24 units.
3. Ten (10) month, eight (8) hour employees will receive \$16.67 for the ten months worked beginning in September of each year upon completion of 12 units. Ten (10) month, eight (8) hour employees will receive \$33.34 for the ten months worked beginning in September of each year upon completion of 24 units.
4. Ten (10) month employees working less than eight (8) hours will receive a prorated portion of this compensation for the ten months worked beginning in September of each year after completion of course work.

IMPERIAL UNIFIED SCHOOL DISTRICT

APPENDIX C

BUS DRIVER CLASSIFIED HOURLY SCHEDULE

EFFECTIVE JULY 1, 2023

A	B	C	D	E	*F	*G	*H	*I	*J
\$23.33	\$24.59	\$26.09	\$27.26	\$28.49	\$30.12	\$31.01	\$31.90	\$32.79	\$33.67

***F** Longevity increment - 10 full years of service in District

***G** Longevity increment - 15 full years of service in District

***H** Longevity increment - 20 full years of service in District

***I** Longevity increment - 25 full years of service in District

***J** Longevity increment – 30 full years of service in District

APPENDIX D

DEFINITIONS

"Anniversary date" is the date upon which an employee is granted salary step advancement earned by completion of a required period of service as referred to in Article 4.

"Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular monthly salary ranges for each such position.

"Demotion" means assignment to an inferior position or status without the employee's written voluntary consent.

"Health and welfare benefits" means any form of insurance or similar benefit programs as set forth in the Agreement.

"Minimum qualifications" are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class. Minimum qualifications shall be determined by the District.

"Permanent" as used in the phrase "permanent employee" includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.

"Probationary employee" is a regular employee who will become permanent upon completion of a prescribed probationary period.

"Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position as defined in the Education Code.

"Regular" as used in the phrase "regular classified employee" or any similar phrase, refers to a classified employee who has probationary or permanent status.

"Seniority", wherever such term is used in this Agreement, shall mean date of hire in classification as defined by current law.

"Short-term employee" means any person who is employed to perform a service for the District, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis.