



NEWHALL SCHOOL DISTRICT

and

**NEWHALL EDUCATIONAL SUPPORT
PROFESSIONALS**

MASTER AGREEMENT

for

2024 - 2027

* * * * *

Dr. Leticia Hernandez
Newhall School District
Superintendent

Jeremy O'Brien, President
Newhall Educational Support Professionals
Representative

2024/2025

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1 NEWHALL SCHOOL DISTRICT
2 25375 ORCHARD VILLAGE ROAD, SUITE 200
3 VALENCIA, CA 91355
4
5

6 Newhall School District
7 and
8 Newhall Educational Support Professionals
9

10
11
12 **2024/2027 Master Agreement**
13

14 **WITNESSETH:**

15 This is an Agreement made and entered into on **January 28, 2025**, between the
16 Newhall School District (hereinafter referred to as "District") and with Newhall Educational
17 Support Professionals (hereinafter referred to as "Association").

18 The purpose of this Agreement is to promote the improvement of personnel
19 management and employer-employee relations within the Newhall School District.

20 In the interest of maintaining and improving employer-employee relations, it is the
21 intent of the parties that unit members and supervisory staff treat each other with respect
22 and consideration.

23 The provisions of this Preamble shall not be subject to the grievance procedure.
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- 1 State Certified Speech-Language Pathologist Assistant
- 2 Student Support Services Department Technician
- 3 System Administrator/Tech. Services Support Technician/Tech. Services
- 4 Speech Language Pathologist Assistant Utility Worker
- 5
- 6 AND excluding all other classifications not specifically enumerated above which include, but are not
- 7 limited to:
- 8 Assistant Director of Facilities
- 9 Assistant Director, Business Services
- 10 Behavior Intervention Specialist (BCBA)
- 11 Custodial Supervisor
- 12 Director of Business and Fiscal Services Director of Facilities
- 13 Director of Facilities, Maintenance and Operations
- 14 Director of Fiscal Services
- 15 Director of Technology Services
- 16 Executive Administrative Assistant, Business Services
- 17 Executive Administrative Assistant, Human Resources
- 18 Executive Administrative Assistant, Instructional Services
- 19 Executive Assistant to the Superintendent
- 20 Human Resources Technician II (Benefits)
- 21 Human Resources Technician II (Certificated)
- 22 Human Resources Technician II (Classified)
- 23 Occupational Therapist
- 24 Theater Manager

1 **ARTICLE II: EMPLOYER RIGHTS**

2 It is understood and agreed upon that the District retains all of its powers and
3 authority to direct, manage and control to the full extent of the law.

4 Included in but not limited to those duties and powers are the exclusive right to:
5 determine its organization; direct the work of its employees; determine the times and hours
6 of operation; determine the kinds and levels of services to be provided, and the methods
7 and means of providing them; establish its educational policies, goals, and objectives;
8 ensure the rights and educational opportunities of students; determine staffing patterns;
9 determine the number and kind of personnel required; maintain the efficiency of District
10 operations; determine the curriculum; build, move or modify facilities; establish budget
11 procedures and determine budgetary allocation; determine the methods of raising revenue;
12 contract out work which unit members are incapable of performing; and take action on any
13 matter in the event of an emergency, which shall be defined as an unforeseen combination
14 of circumstances that call for immediate action. In addition, the Board retains the right to
15 hire, classify, assign, evaluate, promote, terminate, and discipline employees.

16 The exercise of the foregoing powers, rights, authority, duties and responsibilities by
17 the District, the adoption of policies, rules, regulations and practices in furtherance thereof,
18 and the use of judgment and discretion in connection therewith, shall be limited only by the
19 specific and express terms of this Agreement, and then only to the extent such specific and
20 express terms are in conformance with law.

21 The District retains its right to amend, modify or rescind policies and practices
22 referred to in this Agreement in cases of emergency. The determination of whether or not
23 an emergency exists is solely within the discretion of the Board and is expressly excluded
24 from the provisions of Article VII, "Grievance." The Board shall use the standard rule of a
25 reasonable and prudent person in determining the existence of an emergency.

1 **ARTICLE III: EMPLOYEE ASSOCIATION RIGHTS**

2 The District and the Association recognize the right of employees to form, join and
3 participate in lawful activities of the employee organization and the equal alternative right of
4 employees to refuse to form, join and participate in employee organization activities.
5 Therefore, each party agrees that neither will impose or threaten to impose, reprisals, to
6 discriminate, or threaten to discriminate, or otherwise interfere with, restrain, or coerce the
7 employees of the District exercising this right.

8 The parties agree to meet and negotiate in good faith and to participate in good faith
9 in impasse procedures in an effort to reach an agreement on areas of disagreement. The
10 parties recognize their duty to begin a meet and negotiation process in time prior to the
11 adoption of the final District budget in order for there to be sufficient time to reach
12 agreement, or to resolve disagreements through impasse. In no event shall the meet and
13 negotiation process begin later than September 1 of any subsequent year.

14 The District and the Association agree that the Association shall have the right of
15 access to District employees at reasonable times. Reasonable times shall mean rest, meal
16 periods, and periods during which an employee is present at the work site, but not expected
17 to perform service. The Association agrees that any representative of the Association prior
18 to entering the work site, shall report to the work site office and provide appropriate
19 credentials for identity purposes. The Association further agrees that the Association
20 representative in exercising the right of access to employees shall not disrupt or otherwise
21 interfere with the work of any employee of the District.

22 The parties agree that Association representatives shall have the right to use District
23 facilities sufficiently in advance so as not to disrupt the efficient operation of the District. In
24 all cases it is agreed that a request for the use of District facilities shall be made in
25 accordance with the provisions of the Civic Center Act.

26 The District and the Association further agree that the Association shall have the
27 right to utilize any District bulletin board used for communicating with District employees,
28 and employee mailboxes in accordance with rules and limitations imposed by law. The
29 parties further agree that a copy of any material to be posted on District bulletin boards shall
30 be provided to the site principal prior to it being posted. Pursuant to Education Code section
31 7054, no District facility, property, or equipment shall be utilized to support or oppose a
32 candidate for office or a ballot measure.

1 The District agrees to provide the Association with a copy of relevant documentation
2 and materials for the negotiation process. The District specifically agrees to provide the
3 Association with a copy of district budget documents upon request by the Association. The
4 District agrees to provide multiple copies of requested material as described herein within a
5 reasonable time. The Association agrees to defray the cost of the preparation of multiple
6 copies. As soon as practical after settlement of this contract is reached, the District shall
7 cause to be printed copies of this contract for distribution to all employees in the bargaining
8 unit and future bargaining unit employees to be hired within the effective period of this
9 contract.

1 **ARTICLE IV: DEFINITIONS**

2 The District agrees that the following definitions shall be utilized in the interpretation
3 of this Agreement.

4 Allocation:

5 The assignment of a class to a particular range on a salary schedule.

6 Anniversary Date:

7 The first day of the month that the employee is employed if he is in paid status one-
8 half (½) or more of the working days in that month; otherwise it is the first day of the
9 following month.

10 The Governing Board of the Newhall School District:

11 An agency of the state for government and management of the District.

12 Class:

13 A group of positions similar in duties and responsibilities with the same description
14 title and substantially the same requirements of education, experience, knowledge, and
15 abilities.

16 Class Title (Position Classification Title):

17 A descriptive title or name applicable to a class and to all positions of the class.

18 District:

19 Synonymous with Employer or Governing Board.

20 Employee:

21 One who works for the District and is represented by an exclusive representative as
22 defined by Government Code Section 3540 (hereafter "exclusive representative").

23 Employer:

24 The District which employs the services of those employees represented by an
25 exclusive bargaining agent.

26 Immediate Family:

27 For the purpose of bereavement leave only immediate family is defined as spouse of
28 the employee, registered domestic partner of the employee, mother, father, child, child's
29 spouse or registered domestic partner of the employee, mother, father, child, child's spouse,
30 niece, nephew, or registered domestic partner, sibling, brother-in-law or sister-in-law,
31 grandparent, grandchild, step-parent/child/sibling of the employee or of the spouse of the
32 employee, or any relative living in the immediate household of the employee.

1 Immediate Supervisor:

2 A line or staff officer of the District to whom an employee represented by an
3 exclusive bargaining agent or unit is immediately accountable.

4 Permanent Employee:

5 An employee who has completed a probationary period in the class to which he or
6 she is assigned.

7 Position Classification:

8 The assignment of a position to a class relative to the position's minimum
9 qualifications, duties and responsibilities.

10 Position Description:

11 A written statement of the duties and responsibilities of the position in a class.

12 Probationary Period:

13 A trial period of 130 work days or 6 months, or whichever is longer in paid service
14 following initial employment, exclusive of unpaid absences; and a probationary period of six
15 (6) months in paid status, exclusive of unpaid absences, following promotion.

16 Salary Schedule:

17 A complete list of ranges, steps and rates used in determining employee
18 compensation.

19 Salary Step:

20 A specific rate within a salary range.

21 Seniority:

22 Is defined as hire date within the classification.

23
24 **ARTICLE V: DUTY HOURS**

25 The District and the Association agree to the following duty hour provisions:

26 **Work Year**

27 Office Manager	215 days
28 Office Assistant II	215 days
29 Community Outreach	215 days
30 Library/Media Technician	205 days
31 Health Assistant	190 days

For Office Manager, Office Assistant II and Community Outreach, work will not be scheduled during the month of July unless mutually agreed upon by the employee and supervisor. For the Library/Media Technician, work will not be scheduled until one week prior to the return of teachers, unless mutually agreed upon by the employee and supervisor.

Work Week:

The work week for employees shall normally be forty (40) hours rendered in units of eight (8) hours. The work week shall consist of five (5) consecutive work days for all employees rendering service averaging four (4) hours or more per day during the work week. Flexible hours for work days and work weeks may be arranged through mutual agreement between employee and supervisor.

The District retains the right to extend the regular work day or work week when it is deemed reasonably necessary to carry out the District's business.

Instructional Assistant Work Year/Day may exceed but may not be less than the following:

District Behavior Support Specialists	180 days	6.5 hours/day
Instructional Assistant III - Bilingual	180 days	3.5 hours/day
Instructional Assistant: Mild to Mod. Support Needs (Preschool)	180 days	3.5 hours/day
Instructional Assistant: Mild to Mod. Support Needs	180 days	6.5 hours/day
Instructional Assistant: Extensive Support Needs (Preschool)	180 days	3.5 hours/day
Instructional Assistant: Extensive Support Needs	180 days	6.5 hours/day
English Language Accountability Ass't.	190 days	6 hours/day
Specialized Health Clerk	180 day	6.75 hours/day

*Bargaining unit members employed prior to July 1, 1987 in this category shall retain their work hour status of 5 hours/day.

Work Day:

The work day for all employees shall be established and regularly fixed by the District in order to meet the District's educational goals and objectives, and to function in an organized, efficient manner.

Lunch and Rest Period:

- 4 hour employees receive a paid 15 minute break
- 6 hour employees receive a paid 15 minute break and an unpaid 30 minute lunch
- 8 hour employees receive two paid 15 minute breaks and an unpaid 30 minute lunch

1 Overtime:

2 Overtime compensation shall be provided to employees who are directed
3 and/or authorized by their immediate supervisor to work in excess of eight (8) hours in any
4 one day, or in excess of forty (40) hours in any calendar week. Overtime hours including
5 comp time must be approved in advance by their immediate supervisor. The employee shall
6 be compensated equal to time and one-half of the regular rate of pay. Employees excused
7 from work because of holidays, sick leave, vacation, or other paid leave of absence shall be
8 allowed to utilize the time off as time worked for the purpose of computing the number of
9 hours worked for overtime service credit. Comp time will be granted at the appropriate rate
10 of overtime.

11 Employees directed and/or authorized by the immediate supervisor and who provide
12 service to the District for five (5) consecutive work days averaging four (4) hours or more per
13 day shall be compensated on the sixth (6th) and seventh (7th) day following the
14 commencement of the work week at the rate of time and one-half of the employee's regular
15 rate of pay.

16 Employees directed and/or authorized by the immediate supervisor and who serve
17 five (5) consecutive work days averaging less than four (4) hours per day shall be
18 compensated on the seventh (7th) day at time and one-half of the employee's regular rate of
19 pay.

20 Use of earned comp time must be scheduled in advance with approval from the
21 immediate supervisor at times which will not unduly disrupt the operations of the employee's
22 school or department.

23 Should an employee transfer to a new position within district, any accumulated comp
24 time shall be paid to the employee at their current rate of pay for the position held prior to
25 the transfer. Any accrued comp time must be used within the school year in which it is
26 earned. Should the employee be unable to use their earned comp time within the school
27 year in which it is earned due to extraordinary circumstances, the Superintendent or his/her
28 designee may approve a payment to the employee at their regular rate of pay for said comp
29 time. If an employee should leave the district for any reason, comp time will be paid to the
30 employee at their regular rate of pay at time of termination of employment.

31 Call In/Call Back Time: 12 hours or less notice

32 When an employee agrees to come into work before scheduled time or return to

1 work after he/she has left the site and has not been given at least 12 hours notice, he/she
2 shall be compensated for no less than 2 hours of work at the overtime pay rate.

3 Call In/Call Back Time: 12 hours or more notice

- 4 - Any bargaining unit member called into work on a day he/she is not scheduled to
- 5 work, or
- 6 - Called into work at a time not continuous with his/her regular work schedule, or
- 7 - Called back to work at a time not continuous with his/her regular work schedule,
- 8 shall receive not less than two (2) hours of compensation at his/her hourly rate.

9 Inclement Weather:

10 Whenever a school(s) of the district is (are) closed because of inclement weather,
11 employees who are sent home (or who are scheduled to work later that day and are unable
12 to do so), shall be paid for that day. If the closing continues for additional days, ten and
13 eleven month employees shall make up any days lost when the students make up the days
14 lost. Twelve month employees shall take any available paid leave to avoid loss of pay,
15 including personal necessity leave. For purposes of inclement weather, only a twelve month
16 employee may exceed the ten (10) day limit of Article XI - Personal Necessity Leave.

17 Natural Disaster:

18 In the event of a natural disaster, the Association and the District agree to meet
19 within seventy-two (72) hours (or as soon as is reasonably possible) of the occurrence to
20 develop a uniform procedure for all Classified Bargaining Unit Members regarding
21 circumstances of work hours and compensation resultant from the closing of school(s).

1 **ARTICLE VI: SALARY**

2 The District and the Association agree that the employee shall be compensated in
3 accordance with the salary schedule and position classification compensation allocation lists
4 in Appendix A of this Agreement.

5 **Seniority After Reclassification**

6 Employees whose positions are given a new job title as a result of implementation of
7 a reclassification study shall be credited with the seniority earned in the previous job title.

8 **Inconsistent Duty Compensation**

9 Employees who are required and directed by their immediate supervisor to perform
10 higher level duties inconsistent with their assigned duties for five (5) days or more within a
11 fifteen (15) day period shall be placed on the salary range of the classification within which
12 service is being performed and at the step which will provide a salary rate of not less than
13 five percent (5%) above the employee's regular rate of pay.

14 If an employee is asked by their direct supervisor or Human Resources to work
15 outside their contractual assignment and has been tested and Board approved, in a position
16 other than his/her own position classification for a full work day or more, the employee will
17 be compensated for the time at his/her regular rate or step in the job classification that is at
18 or immediately above their current rate.

19 **Shift Differential Compensation**

20 Employees who are required and directed by their immediate supervisor to perform
21 their regularly assigned duties in excess of twenty (20) days during the night shift shall be
22 compensated three percent (3%) per month above the employee's regular rate of pay. Such
23 compensation is maximized at 3% of Step E. Employees who are assigned and directed by
24 their immediate supervisor to serve in excess of twenty (20) days on a night or morning shift
25 shall be allowed upon request to be assigned on the basis of seniority within the appropriate
26 class. Employees who are receiving differential compensation and who are directed and
27 assigned temporary duties by their immediate supervisor at times other than night and
28 morning shift hours for a period less than twenty (20) days shall receive the differential
29 compensation in addition to the employee's regular rate of pay.

30 **Promotion Compensation**

31 Employees permanently assigned by the District to a position which is compensated
32 at a higher salary range than their present salary range shall be deemed to have been

1 promoted and shall receive not less than five percent (5%) above the compensation rate to
2 which they were previously assigned unless the highest step of the new range is less than
3 five percent (5%).

4 Demotion Compensation

5 Employees permanently assigned by the District to a position within the unit which is
6 compensated at a lower salary range than their previously assigned salary range shall be
7 deemed to have been demoted, and shall be placed at the appropriate salary range for the
8 position classification to which they have been assigned. Employees shall retain their
9 anniversary step placement.

10 Holiday Compensation

11 Employees assigned and directed by their immediate supervisor to provide service
12 on a holiday authorized by the District, shall be compensated at one and one-half times their
13 regular rate of pay, plus the compensation for holiday at the employee's regular rate of pay.

14 Anniversary Increment

15 Employees shall advance to the subsequent step within their appropriate salary
16 range on their initial employment anniversary date.

17 Preschool Paraprofessional Substitute Rate

18 Current classified paraprofessionals who are substituting for vacationing or sick
19 preschool teachers or who are filling a vacant preschool teaching position, will be
20 compensated for additional hours served in that preschool teaching position at their
21 respective hourly rate, or the prevailing substitute rate for the position, whichever is higher.

1 **ARTICLE VII: EMPLOYEE BENEFITS**

2 The District shall provide negotiated insurance benefits as specified within the
3 master contract(s) between the District and the respective insurance carriers. The District
4 and the Association agree to meet and negotiate any required changes in non-elective
5 deferral as a result of conformance with IRS regulations.

6 **ELIGIBILITY**

7 **Full-Time Employees**

8 The District will provide health insurance coverage for the full time single employee.
9 The contribution for the single employee will be at the highest HMO level plus dental and
10 vision, insurances not to exceed \$13,000. The District contribution for coverage of two party
11 and family policies shall increase to \$13,000. If the coverage for a single, two party and/or
12 family HMO is less than \$13,000, the difference shall not be applied to a PPO or POS
13 coverage. In addition, the District will provide all benefits eligible employees life insurance
14 with a benefit value of \$25,000. NESP married couples/registered domestic partners shall
15 be allowed to combine their earned district contribution toward health and welfare benefits.
16 Employees selecting benefits with premiums totaling in excess of the District contribution
17 thereby authorize automatic deductions from the unit member's salary as a condition of
18 receipt of benefits. Employees shall execute such payroll deduction forms upon request.
19 Employees on the monthly salary schedule working more than 50% but less than 100 % of a
20 FTE shall have the District benefit contribution or non-elective deferral amount pro-rated as
21 provided in this Article. Eligible employees waiving District provided medical benefits shall
22 be allowed an annual non-elective deferral of \$2,200 less the cost of elected dental and/or
23 vision premium.

24 Health and/or dental benefits are effective on the first day of the month following the
25 employee's payroll start date of the 1st through the 20th provided all enrollment forms have
26 been completed and submitted to the District. Employees with a payroll start date of the 21st
27 or later will have an effective date of the first day of the second month provided all
28 enrollment forms have been completed and submitted to the District.

29 **Part-Time Employees**

30 Employees on the hourly salary schedule serving less than 6 hours a day or less
31 than 30 hours per week are not covered by the District's insurance benefits program and are
32 not eligible for the District's non-elective deferral. Part-time hourly employees who are

currently receiving benefits based on prior contractual agreements are not affected by this provision and will continue to receive their current benefit level provided so long as they remain in their current classification.

Employees on the hourly salary schedule serving more than 6 hours shall have their District contribution pro-rated as provided below. The employees desiring coverage shall be required to complete a payroll deduction form for the difference between the District contribution and the total premium cost.

PRO RATED BENEFITS SCHEDULE

<u>Time of District Service</u>	<u>Contribution</u>
---------------------------------	---------------------

50%-74%	Fifty percent (50%) of the District contribution
75-80%	Seventy-five percent (75%) of District contribution
81-86%	Eighty-five percent (85%) of District contribution
87-100%	One hundred percent (100%) of District contribution

All personnel classifications found on the Monthly Classified Salary Schedule are eligible for benefits as described above in the pro rated benefit schedule.

District Contribution

The District shall make a total contribution as stated on the salary schedule annually toward the payment of benefit premiums for the period beginning January 1 and ending December 31 each year for eligible employees who complete the necessary enrollment form(s). Eligible employees waiving District-provided health and/or dental benefits shall be allowed an annual non-elective deferral as stated on the salary schedule. This provision shall remain in full force and effect until changed or modified by both parties.

Leave of Absence

The District shall continue to contribute an employee's premium contribution while the employee is on paid leave status in the same manner as if the employee had remained in regular service. Employees on District-approved non-paid leaves of absence may elect to continue coverage for themselves by mailing the entire monthly premium payment required for coverage, made payable to the Newhall School District, and submit to the District office.

Cancellation

The employee insurance coverage under the District's master insurance contract(s) shall be canceled under the following conditions:

- 1) The leave expires and the employee does not return to active duty.
- 2) A premium payment is not received in the District Office by the first (1st) of the month.

COBRA

COBRA benefits are available to eligible employees.

Medical Insurance Upon Retirement –Effective July 2012

An employee who attains age fifty-five (55) and retires from active service under the State Retirement System provisions after fifteen (15) years of continuous service to the District shall be entitled to health insurance coverage subject to the following conditions:

- 1) Unit member must have maintained District-provided health insurance prior to retirement.
- 2) The benefit terminates at age sixty-five (65) or eligibility for Medicare, whichever occurs first.
- 3) The benefit is limited to employees only.
- 4) The District contribution shall be determined as follows:
 - 15 years of District service: 80% of employees' current active highest HMO rate the year employee retires
 - 16 years of District service: 81% of employees' current active highest HMO rate the year employee retires
 - 17 years of District service: 82% of employees' current active highest HMO rate the year employee retires
 - 18 years of District service: 83% of employees' current active highest HMO rate the year employee retires
 - 19 years of District service: 84% of employees' current active highest HMO rate the year employee retires
 - 20 years of District service: 85% of employees' current active highest HMO rate the year employee retires
 - 21 years of District service: 86% of employees' current active highest HMO rate the year employee retires
 - 22 years of District service: 87% of employees' current active highest HMO rate the year employee retires
 - 23 years of District service: 88% of employees' current active highest HMO rate the

1 year employee retires
2 24 years of District service: 89% of employees' current active highest HMO rate the
3 year employee retires
4 25 years of District service: 90% of employees' current active highest HMO rate the
5 year employee retires
6 26 years of District service: 92% of employees' current active highest HMO rate the
7 year employee retires
8 27 years of District service: 94% of employees' current active highest HMO rate the
9 year employee retires
10 28 years of District service: 96% of employees' current active highest HMO rate the
11 year employee retires
12 29 years of District service: 98% of employees' current active highest HMO rate the
13 year employee retires
14 30 years of District service: 100% of employees' current active highest HMO rate the
15 year employee retires
16 Or the amount of the District health benefit contribution (District cap), whichever is
17 less.

18 5) A unit member electing this benefit shall transmit the balance of the premium to the District
19 Office on a monthly, quarterly, semi-annual, or annual basis.

20 Alternative Retirement System

21 The District and the Association mutually agree to provide retirement annuity
22 contracts for part-time (less than four [4] daily hours) unit members in lieu of Social Security
23 Benefits. Each contract premium shall not exceed 3.75% of each unit member's base
24 compensation exclusive of overtime and bonus pay and 3.75% of the same base
25 compensation contributed by the District.

26 It is the intention of the parties that these annuity contracts will qualify under the
27 terms of Section 403(b) of the Internal Revenue Code (or any section that may replace it)
28 and that the premiums paid by the District for such annuity contracts will not be considered
29 as income paid to the unit member.

30 It is further the intent of both parties that the purchasing of each such annuity contract shall
31 continue in full force and effect until the unit member retires, his or her services are terminated due to
32 death, disability or cessation of employment.

1 The parties also agree to authorize, but are not limited to, Lincoln Investment
2 Planning, Incorporated to act on their behalf to formulate rules and procedures for the
3 purchase and administration of the annuity contracts.

4 The Association shall indemnify, defend, and hold harmless the District, its Board, its
5 officers and employees against any administrative action before the Internal Revenue
6 Service or any court action challenging the legality or the constitutionality of this Article in
7 the Master Agreement or its implementation.

8 TB Testing

9 If an employee elects not to go to the District approved clinic, the employee will be
10 reimbursed up to \$15 for each required X-ray or TB rest.

ARTICLE VIII: GRIEVANCE PROCEDURE

Definitions

A "Grievance" shall mean a claim by a member of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this Agreement. Actions to challenge or change the policies of the District as set forth in the Board policies, administrative directives or procedures shall be undertaken under separate administrative procedures. Other matters for which a specific method of review is provided by law or by the Board policies, administrative directives, rules and regulations shall be followed as outlined by that procedure. Matters excluded from the grievance procedure include accusatory charges relating to the moral or professional fitness of an employee.

A "Grievant" shall mean an employee covered by this Agreement filing a grievance. In a case of multiple grievance claims on the same issue, the District may elect to hear only the first written grievance filed, and the decision rendered shall be applicable to all claims on the same issue, arising from the same set of circumstances. A "Grievant" may also be the Association, provided that such grievance meets all other requirements of this Article.

A "Conferee" shall mean any Association representative selected by the grievant to assist the employee in presenting and processing the claimant's grievance. An immediate supervisor with whom a grievance is filed may also choose a representative in processing grievances.

"Association" shall mean the employee organization recognized by the Board of Trustees as the exclusive representative for the unit of employees covered by this Agreement.

"Days" shall mean any day on which the central administrative offices of the District are open for business.

"Immediate Supervisor" shall be the first level administrator having immediate jurisdiction over the grievant, and who has been designated by the Superintendent to adjust grievances.

A "District Grievance Form" shall mean a District-provided form completed in writing by the employee covered by this Agreement within fifteen (15) days of when the employee could reasonably have known of the occurrence, act, or omission giving rise to the grievance.

1 General Provisions

2 The purpose of this procedure is to attempt to secure equitable solutions to
3 grievances. All parties agree that these proceedings will be kept informal and confidential,
4 and that the grievant and immediate supervisor should attempt to resolve the grievance at
5 the informal level.

6 The filing of a grievance shall in no way interfere with the right of the Board to
7 proceed in carrying out its management responsibilities subject to the final decision of the
8 grievance. In the event the alleged grievance involves an order, requirement, or other
9 directive, the grievant shall fulfill or carry out such order, requirement, or other directive,
10 pending the final decision of the grievance.

11 Nothing contained herein will be construed as limiting the right of any grievant to
12 discuss a grievance informally with his or her immediate supervisor, or to have the grievance
13 adjusted, prior to Level V, without intervention of the Association, provided that the
14 adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at
15 Levels II, III, or IV shall not be agreed upon by the District until the Association has been
16 provided a copy, and allowed an opportunity to respond.

17 The filing of a grievance shall not reflect unfavorably upon the grievant, nor upon the
18 supervisor with whom it may be filed. The employee and immediate supervisor shall have
19 the right to include in the grievance hearings any witnesses as they deem necessary to
20 develop facts pertinent to the grievance. These names shall be made available to both
21 parties upon request. Such witnesses shall be in addition to the conferee that either party
22 may select.

23 Although a specific time period is provided for administrative decisions at each level
24 of the grievance procedure, it is recognized that multiple grievance claims must be
25 processed in a sequential manner. Consequently, at each level of this procedure, grievance
26 claims shall be assigned consecutive numbers based upon the time and date on which
27 written grievances are received. Administrative personnel shall process such numbered
28 grievances in a sequential manner, following a pattern that first filed will be first considered.
29 Regardless of specific time periods provided for decisions at the various levels of this
30 procedure, administrative personnel shall not be required to consider more than one
31 grievance claim per day.

1 **INFORMAL PROCEDURE**

2 **Level I**

3 The employee shall meet with the immediate supervisor to discuss the potential
4 grievance in an attempt to resolve it informally. Either the employee or the immediate
5 supervisor may bring a conferee to this informal meeting. If the potential grievance is not
6 resolved at this level, the employee may proceed to Level II.

7 **FORMAL PROCEDURE**

8 **Level II**

9 Within fifteen (15) days of the occurrence, or within fifteen (15) days of when the
10 employee could reasonably have known of the occurrence of the act or omission giving rise
11 to the grievance, the grievant must present his grievance in writing on the District form to the
12 immediate supervisor. This District form shall contain a clear and concise statement of the
13 grievance, the circumstances involved, the decision rendered at the informal conference,
14 and the specific remedy sought.

15 The immediate supervisor shall communicate a decision to the employee in writing
16 within twenty (20) days after receiving the grievance. If the administrator does not respond
17 within the time limits, the grievant may appeal to the next level. Within the above time limits,
18 either party may request a personal conference to discuss the grievance. Either the
19 grievant or the immediate supervisor may have a conferee present at such a conference.

20 **FORMAL PROCEDURE**

21 **Level III**

22 In the event the grievant is not satisfied with the decision at Level II, the grievant may
23 appeal the decision to the Assistant Superintendent within fifteen (15) days. This written
24 appeal statement should include a copy of the original grievance, the decision rendered at
25 previous levels, and a clear, concise statement of the reasons for the appeal.

26 The Assistant Superintendent shall communicate a decision within fifteen (15) days
27 after receiving the appeal. Either the grievant or the Assistant Superintendent may request
28 a personal conference within the above time limits to discuss the grievance. Either party
29 may have a conferee present at such a conference. If the Assistant Superintendent does
30 not respond within the time limits, the grievant may appeal to the next level.

1 FORMAL PROCEDURE

2 Level IV

3 If the grievant is not satisfied with the decision at Level III, the employee may within
4 ten (10) days appeal the decision to the Superintendent. This written appeal statement shall
5 include a copy of the original grievance, the appeals and the decisions rendered at previous
6 levels, and a clear, concise statement of the reasons for the appeal.

7 The Superintendent shall communicate a decision within ten (10) days. If the
8 Superintendent does not respond within the time limits provided, the grievant may appeal to
9 the next level.

10 FORMAL PROCEDURE

11 Level V

12 If the grievant is not satisfied with the decision at Level IV, the employee may within
13 ten (10) days submit a request in writing to the Superintendent for advisory arbitration of the
14 dispute. The grievant and the District shall attempt to agree upon an arbitrator and if no
15 agreement can be reached, the parties shall request the California State Conciliation
16 Service to supply a panel of five (5) names
17 of persons experienced in hearing grievances in public schools. Each party shall alternately
18 strike a name until only one name remains. The remaining panel member shall be the
19 advisory arbitrator. The order of striking shall be determined by lot. The fees and expenses
20 of the arbitrator and the hearing shall be borne equally by the District and the grievant. All
21 other expenses, including fees for witnesses and conferees, shall be borne by the party
22 incurring them.

23 The advisory arbitrator shall, as soon as possible, hear evidence and render a
24 decision on the issue or issues that were submitted to advisory arbitration. If the parties
25 cannot agree upon a submission agreement, the arbitrator shall determine the issue by
26 referring to the written grievance and the answers thereto at each level. In disputed cases
27 regarding whether or not a grievance claim is within the scope of these proceedings, the
28 advisory arbitrator shall rule on the arbitrability of the issue.

29 The arbitrator shall have no power to add to, subtract from or modify the terms of this
30 Agreement.

31 Issues arising out of the exercise by the Board and administration of its responsibility
32 referred to in Article II, including the facts underlying its exercise of such discretion shall not

1 be subject to this procedure.

2 After a hearing and after both parties have had an opportunity to make written
3 arguments, the advisory arbitrator shall submit, within thirty (30) days, to all parties the
4 written findings and advisory recommendation that he or she has prepared.

5 FORMAL PROCEDURE

6 Level VI

7 If the advisory recommendation is acceptable to the District, the Superintendent shall
8 take appropriate action to implement the recommendation. If no action is taken by the
9 District, or the grievant does not concur with the advisory arbitrator's recommendation, the
10 grievant may appeal in writing to the Governing Board within ten (10) days of the receipt of
11 the advisory arbitrator's recommendation.

12 The Governing Board has the power to render a final decision of a grievance which
13 shall be binding on ALL parties. If, upon review, the Governing Board determines that it is
14 unable to render a final determination on the record, it may reopen the record for the taking
15 of additional evidence, prior to rendering the binding decision.

1 **ARTICLE IX: SAFETY CONDITIONS**

2 The District is responsible for maintaining a safe working environment. Any abuse of
3 school personnel, assault or battery upon school personnel or threat of force or violence
4 directed toward school personnel at any time or place which is related to school activity or
5 school attendance shall be reported by employees to their immediate supervisor.
6 Employees shall complete reports required by the District relating to the violations described
7 herein.

8 Employees shall be provided coverage under the terms and conditions of the District
9 Worker's Compensation Program and illness leave provision for any injury or illness arising
10 out of or in the course of their employment.

11 An employee shall be responsible for submitting written recommendations to the
12 District regarding the maintenance of safe working conditions, facilities and equipment,
13 repairs and modifications, and other practices designed to ensure compliance with
14 applicable standards of the California Occupational Safety and Health Act, California State
15 Compensation Insurance Fund, and the provisions of Education Code section 32281.

16 The Association shall have two seats on the District Safety Committee.
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1 **ARTICLE X: TRANSFER**

2 **Definition**

3 A transfer is defined as a change of job location, but within the same position
4 classification and same (or less) number of hours. When a position becomes available
5 within the same position classification and same (or less) number of hours, the employees
6 shall be given the opportunity to apply for a transfer by filling out the transfer form before the
7 position closes.

8 **Criteria for Transfer**

9 The following criteria shall be used in consideration of transfer requests:

- 10 1) The needs and efficient operation of the District,
- 11 2) The contribution the staff member can make in the new position,
- 12 3) The qualifications, including the experience and recent training of the staff member,
13 compared to those of other candidates for both the position to be filled and the
14 position to be vacated,
- 15 4) The length and quality of the service rendered to the District by the employee,
- 16 5) The recommendation of the immediate supervisor to whom the employee is currently
17 responsible and the immediate supervisor where the vacancy exists,
- 18 6) The preference of the employee.

19 **Employee Initiated Transfer Requests**

20 Any employee covered by this Agreement shall have the privilege of requesting a
21 transfer to any job location within the same position classification, subject to the following
22 conditions: Submission of a request for transfer at any time, on appropriate District form.
23 Properly filed transfer requests shall be given administrative consideration and shall be valid
24 for six (6) months from the date submitted to the District Office.

25 An employee's request for transfer shall bear the signature of the employee's
26 present immediate supervisor. Such signature is acknowledgment only that the immediate
27 supervisor has been informed of the employee's desire for transfer consideration. Such
28 signature does not necessarily imply approval or disapproval of the immediate supervisor,
29 nor may the acknowledgment be withheld by the immediate supervisor.

30 The filing of a request for transfer is without prejudice to the employee and shall not
31 jeopardize the present assignment. A request for transfer may be withdrawn by the
32 employee in writing at any time prior to official notification of transfer approval.

1 The Superintendent or designee shall notify the appropriate immediate supervisor(s)
2 of employee requests for transfer. If requested vacancies develop, administrative
3 consideration shall be given to all employees who submitted properly completed transfer
4 requests for such vacancies.

5 The District shall provide the employee and the appropriate immediate supervisor
6 official notification of the disposition of the voluntary transfer request. The District and site
7 administrator shall provide the employee and the appropriate immediate supervisor official
8 notification of the disposition of the voluntary transfer request in writing.

9 Employer Initiated Transfers

10 **INVOLUNTARY TRANSFER**

11 A transfer may be made by the District at any time for any of the following reasons:

- 12 1) In order to balance the classified staff of the District by considering factors including
13 but not limited to experience, racial and ethnic backgrounds, sex and age,
- 14 2) A change of enrollment or workload necessitating transfer of classified staff,
- 15 3) Improved efficiency of the District,
- 16 4) An opportunity to evaluate an employee in a different school or location,
- 17 5) Betterment of school or department,
- 18 6) Significant personality conflicts.

19 A list of District vacant assignments within the individual's present position
20 classification will be made available to each employee being considered for an involuntary
21 transfer. An employee may request the positions in order of preference to which a transfer
22 is desired.

23 An employee may request in writing a conference or a written statement regarding
24 reasons for the involuntary transfer. The response shall be provided within six (6) working
25 days of the received written request. An employee shall be notified of any anticipated
26 transfer at the earliest possible date, but no later than seven (7) working days prior to the
27 effective date of the transfer. The Newhall School District shall not act in a manner that is
28 arbitrary, capricious or discriminatory when implementing involuntary transfers. While this is
29 not a transfer, when the same position becomes available with an increased number of
30 hours qualified employees may apply by filling out an interest form in lieu of a formal
31 application.

1 **ARTICLE XI: LEAVES**

2 **Bereavement Leave**

3 An employee covered by this Agreement shall be granted up to five (5) days of
4 compensated leave due to the death of a member of the employee's immediate family. For
5 purposes of this leave, the immediate family definition may be expanded with the approval
6 of Superintendent or his/her designee. Additionally, an employee covered by this
7 Agreement shall be granted up to ten (10) days of compensated leave as specified under
8 the "Personal Necessity Leave" section of this article. An employee will have the ability to
9 use his/her banked sick time for five (5) additional Personal Necessity (PN) days following
10 an immediate family bereavement leave during that school year if the employee has utilized
11 all ten (10) PN days prior to bereavement leave.

12 **Industrial Accident and Illness Leave**

13 An employee covered by this Agreement who has sustained an illness or injury
14 within the course and scope of assigned duties shall be granted up to sixty (60) days
15 compensated leave during the time when schools of the District are required to be in
16 session or when the employee would otherwise be performing work for the District in any
17 one fiscal year for the same illness or accident. This leave shall not be accumulated from
18 year to year.

19 An industrial accident or illness leave shall commence on the first day the employee
20 is absent from service due to an industrial accident or illness. The sixty (60) day leave
21 allowance shall be reduced by one (1) day for each day of authorized absence regardless of
22 whether a temporary disability indemnity award has been provided the employee. If an
23 industrial accident or illness leave overlaps into the next fiscal year, the employee shall be
24 entitled only to the amount of unused leave due for the same illness or injury.

25 An employee receiving benefits under this leave shall, during the period of illness or
26 injury, remain within the State of California unless the Governing Board of the District
27 authorizes travel outside the State.

28 **Judicial and Official Appearance Leave**

29 An employee covered by this Agreement may be granted, with compensation, leave
30 for the purposes of regularly called jury duty, appearance as a witness in court other than as
31 a litigant, or to respond to an official order from another governmental jurisdiction for
32 reasons not brought about through the connivance or misconduct of the employee.

1 Pregnancy-Related Disability Leave

2 The unit member may use accumulated sick leave when physically disabled or
3 otherwise incapacitated from performing her assigned duties due to pregnancy, miscarriage,
4 childbirth, or other pregnancy-related disability, and recovery there from. Use of sick leave
5 benefits under these circumstances is restricted to cases of disability or related incapacity,
6 and must be verified by medical certification.

7 Child-Rearing Leave

8 Unit members shall, upon advance written request, be granted a non-compensated
9 leave not to exceed more than one school year following the birth or adoption of a child.
10 The maximum length of the leave shall be determined by the District, after taking into
11 consideration the circumstances of the position and of the individual unit member.

12 At the expiration of the Leave of Absence, the unit member will, unless he/she
13 otherwise agrees, be reinstated to a position in the same classification held at the time of
14 the granting of the Leave of Absence.

15 Personal Leave

16 Leave without pay may be granted a bargaining unit member upon written request
17 for the following reasons:

- 18 1. Study or education
- 19 2. Illness or disability
- 20 3. Military service
- 21 4. Child care
- 22 5. Dependent parent care

23 Leave under this Section may be granted a unit member by the immediate
24 supervisor and the Superintendent for a period of five (5) days or less. Leave under this
25 Section for a period of more than five (5) days requires the approval of the Governing Board.
26 Leave under this Section shall not be granted to unit members who accept employment
27 outside the school district.

28 Leave without pay will be granted to a bargaining unit member upon written request
29 for the purpose of completing student teaching if the unit member meets the following
30 criteria:

- 31 1. Unit member will request a personal leave six months prior to the district
32 before the start of their student teaching responsibilities.

2. At the requested starting date of the personal leave the unit member must have permanent status.

3. Unit member will provide the beginning and ending date of the student teaching assignment, as defined by the college or university.

The Governing Board may, at its discretion, cancel any leave of absence by providing the unit member with a two (2) week notice. Failure to return to duty within five (5) days after leave has been canceled or has expired shall be considered abandonment of the position and the unit member may be terminated by the Governing Board.

Personal Necessity Leave

An employee covered by this Agreement who has sufficient accumulated sick leave credit may be granted up to ten (10) days of compensated leave for circumstances that are serious in nature which cannot be expected to be disregarded, which necessitate immediate attention, or necessitate family attention, which cannot be disregarded and cannot be dealt with during off-duty hours. If not an emergency or unforeseen situation, employees shall submit a request to their immediate supervisor three days prior for approval of a personal necessity day. Employees submitting a request for personal necessity leave shall notify the immediate supervisor of their need to utilize said leave as soon as that need is known.

Discretionary Days

Two (2) of the ten personal necessity days may be used as Discretionary Days at the employee's discretion, but may not be taken on days of District meetings or trainings. In addition Discretionary Days may not be taken to extend vacation or holidays.

Family Care Leave

State and Federal leave regulations will be adhered to for FMLA (Family Medical Leave Act) and CFRA (California Family Rights Act). These regulations are posted at all work locations.

Sick Leave

Employees needing to be absent for reason(s) under this said section (Sick Leave), shall report their absence(s) to the District's automated substitute system as soon as possible, but no less than two hours before their scheduled shift.

An employee covered by this Agreement serving the District in a full-time status of five (5) days and forty (40) hours per week and who is in paid status for more than one half of the working days each month, shall be credited with one (1) day of sick leave, which shall

1 be compensated at the regular rate of pay, for each month of service. Compensated sick
2 leave days are for physical and mental disability absences, which are medically necessary
3 and caused by illness, injury or quarantine. Employees covered by this Agreement working
4 less than full-time shall be entitled to sick leave in the same ratio as their employment bears
5 to full-time employment.

6 Employees covered by this Agreement, upon initial employment, shall be eligible to
7 take not more than six (6) days, or the proportionate amount of sick leave to which they are
8 entitled, until the first day of the calendar month following six (6) months of service.

9 The District, on July 1 of each year, shall credit each employee as described herein
10 above with one hundred (100) work days of paid sick leave including the entitlement
11 described herein above. Upon exhaustion of all accumulated sick leave credit, an employee
12 covered by this Agreement shall receive fifty percent (50%) of their regular salary for a
13 period not to exceed one hundred (100) working days. In order to qualify for fifty percent
14 (50%) pay an employee shall first utilize all accumulated sick leave credit and in no event
15 shall days of fifty percent (50%) pay when combined with days of accumulated sick leave
16 credit exceed one hundred (100) days in any school year. Only one (1) increment of fifty
17 percent (50%) pay shall be allowed for any single and continuous absence that extends into
18 the next school year. Such leave shall be exclusive of any other paid leave, holidays,
19 vacation or compensated time to which the employee may be entitled. If the absence
20 exceeds five (5) working days, a physician's statement may be required by the supervisor.
21 In addition, the District has the right to require verification of use of leave pursuant to
22 Regulation 4261.1 and Board Policy 4212.4, which authorize the District to require
23 verification in cases of chronic absenteeism, in cases of patterns of absence immediately
24 before or after weekends or holidays, and when there is clear evidence to indicate that an
25 absence is not related to an illness or an injury. Two (2) additional days of sick leave will be
26 awarded each full-time unit member who does not utilize any sick leave during the work
27 year. One (1) additional day of sick leave will be awarded each full-time unit member who
28 utilizes only one (1) day of sick leave during the work year. An employee covered by this
29 Agreement, employed less than full-time, shall be entitled to sick leave bonus days in the
30 same ratio that their employment bears to full-time employment. Up to two absences due to
31 recognized religious holidays shall not be counted against employee's 100% attendance.

1 Vacation Leave

2 An employee covered by this Agreement serving the District in a full-time status of
3 five (5) days and forty (40) hours per week for an employee's full work year, and who is in
4 paid status for more than one-half of the working days each month, shall be credited with
5 one (1) day of vacation credit, which shall be compensated at the regular rate of pay, for
6 each month of service.

7 An employee covered by this Agreement serving the District in a part-time status
8 shall be credited with vacation leave in the same ratio that the employment status bears to
9 full-time employment status.

10 An employee covered by this Agreement serving the District in a full-time status of
11 five (5) days and forty (40) hours per week for an employee's full work year shall be credited
12 with 1.25 days of vacation credit per month, at the completion of five (5) full years of service.

13 An employee covered by this Agreement serving the District in a full-time status of
14 five (5) days and forty (40) hours per week for an employee's full work year shall be credited
15 with 1.50 days of vacation credit per month, at the completion of ten (10) full years of
16 service.

17 An employee covered by this Agreement serving the District in a full-time status of
18 five (5) days and forty (40) hours per week for an employee's full work year shall be credited
19 with 1.75 days of vacation credit per month, at the completion of fifteen (15) full years of
20 service.

21 An employee covered by this Agreement serving the District in a full-time status of
22 five (5) days and forty (40) hours per week for an employee's full work year shall be credited
23 with 2 days of vacation credit per month, at the completion of twenty (20) full years of
24 service.

25 Effective July 1, 2005, an employee covered by this Agreement serving the district in
26 a part-time status shall be credited with longevity vacation credit on the completion of his/her
27 5th, 10th, 15th, and 20th year at the same rates that the employment status is credit to full-time
28 employees.

29 In no event shall an employee covered by this Agreement, either full-time or part-
30 time, be eligible for vacation leave until the completion of six (6) months of service. An
31 employee may carry over no more than 24 months of accumulated vacation days. An
32 employee who accrues more than the maximum number of days that he/she may carry over

1 during a fiscal year, may be required by the District to take off the number of days in excess
2 of the maximum before the end of that fiscal year, or at the District's discretion, may be
3 compensated in cash for the accrued vacation days in excess of the maximum. Upon
4 separation from service, the employee shall be entitled to lump sum compensation for all
5 earned and unused vacation, except those employees who have not completed six months
6 of service shall not be entitled to such compensation.

7 An employee covered by this Agreement shall be allowed to utilize the annual
8 vacation benefits within twelve (12) months of the end of the fiscal year in which the
9 vacation credit was earned. The District may require an employee covered by this
10 agreement to accept monetary compensation in lieu of compensated vacation leave.

11 The use of accrued vacation time must be pre-approved by employee's immediate
12 supervisor. Employees are required each year to indicate anticipated vacation time use on
13 their annual service calendar and have the service calendar approved by their immediate
14 supervisor.

15 Employees whose work calendar is 215 days or less must use vacation time on non-
16 instructional days (days students are not in session). However, a request for vacation due
17 to special circumstances may be considered. Denial of such request must not be arbitrary,
18 capricious, or discriminatory.

19 Employees whose work calendar is 216 days or more may request no more than five
20 (5) consecutive vacation days while students are in session. Employees shall, submit in
21 writing, a request for vacation leave to their immediate supervisor at least seven (7) working
22 days prior to the beginning of the requested time off. If vacation time is approved, the
23 absence, whether a substitute is required or not, must be entered in the district substitute
24 and absence system by the employee once the employee is notified of approval.

25 For any school break that exceeds five (5) non-student days, an employee who is
26 requesting to use vacation time shall submit their written request two weeks prior to the last
27 instructional day before that break commences.

28 Supervisors will make a good-faith effort to grant the employee's vacation request
29 after taking into account the needs of the District. The supervisor or designee will respond
30 to the written request within two working days, but no more five working days. If vacation
31 time is approved, the absence, whether a substitute is required or not, must be entered in
32 the district substitute and absence system by the employee once the employee is notified of

1 approval.

2 If more than one employee requests the same period of time off, the immediate
3 supervisor will consider the requests for time off in order of receipt of the request.

4 Holiday Leave

5 The District and the Association agree that the employees covered by this
6 Agreement working twelve (12) months per year shall be entitled to sixteen (16) paid
7 holidays for any year in which this Agreement is in effect.

8 All classified employees shall be entitled to paid holidays enumerated below with
9 compensation and number of holidays prorated based on the employee's full year. All
10 classified employees shall be entitled to the holidays clustered about Christmas Day and
11 New Year's Day.

12 The holidays that shall be allowed during the term of this Agreement shall be as
13 follows:

- | | |
|------------------------|------------------------------------|
| 14 1) New Year's Day | 2) Martin Luther King, Jr. Day |
| 15 3) Lincoln Day | 4) Washington Day |
| 16 5) Memorial Day | 6) Independence Day |
| 17 7) Labor Day | 8) Veterans' Day |
| 18 9) Thanksgiving Day | 10) The Day Following Thanksgiving |
| 19 11) Christmas Eve | 12) Christmas Day |
| 20 13) New Year's Eve | 14 & 15) Two floating holidays* |
| 21 16) Juneteeth | |

22 Catastrophic Leave

23 A permanent employee may request a catastrophic leave and use accrued sick leave
24 when that employee or any member of his/her immediate family suffers from a catastrophic
25 illness or injury. A "catastrophic" illness or "injury" means an illness or injury that is expected
26 to incapacitate the employee for an extended period of time, or that incapacitates an
27 employee's family member and requires the employee to take time off from work for an
28 extended period of time to care for that family member. An employee must provide
29 verification of the catastrophic injury or illness. (Education Code 44043.5) Verification shall
30 be made by a letter, dated and signed by the sick or injured person's physician indicating
31 the incapacitating nature and probable duration of the illness or injury.

32 A permanent employee may request additional days of paid sick leave in any twelve

1 month period through the Catastrophic Leave Reserve. The Assistant Superintendent,
2 Human Resources, shall determine if the illness or injury meets the appropriate criteria and
3 shall then inform the Presidents of both NESP and NTA that an employee has requested the
4 use of the Catastrophic Leave Reserve. The Assistant Superintendent and NESP and NTA
5 representatives will evaluate the request and make a recommendation to the
6 Superintendent. The district shall maintain a catastrophic leave reserve pursuant to
7 Education Code 44043.5 for use by bargaining unit employees who have exhausted all paid
8 leave entitlement due to a catastrophic illness or injury.

9 Employees electing to contribute days shall complete and sign a form indicating the
10 number of days they wish to contribute as a deduction from their accrued sick leave.
11 Employees wishing to contribute accumulated sick leave must retain no less than a full
12 year's accumulated sick leave after the contribution.

13 The Assistant Superintendent, Human Resources, shall notify unit members that
14 they may donate up to three (3) days of their personal sick days for use by an employee
15 requesting the catastrophic leave.

16 Donations must be in the employee's full day equivalent, whatever their
17 classification. Those employees donating days will then submit the signed forms to the
18 Payroll Department (R4161.9, 4261.9, 4361.9). The district shall credit the sick leave
19 reserve with one (1) day of noncumulative sick leave for each day contributed by an
20 employee. "Days" contributed by employees working less than an eight (8) hour day shall
21 be calculated on a prorated basis. Any unit member who received paid catastrophic sick
22 leave shall first use any sick leave credits that he or she continues to accrue on a monthly
23 basis prior to receiving paid catastrophic sick leave.

24 The receipt of donated sick leave credit through catastrophic sick leave as defined
25 herein, when combined with other district income shall not provide the recipient with a
26 greater monthly district income/fringe benefit contribution than he/she received immediately
27 prior to the receipt of catastrophic sick leave.

1 **ARTICLE XII: EVALUATION PROCEDURE**

2 The following procedures shall be utilized with regard to the employees covered by
3 this Agreement.

4 **Probationary Employee Evaluations**

5 Regular probationary employees shall receive at least two (2) formal written
6 performance ratings on District-approved forms during the probation period of 175 work
7 days. Normally these ratings shall be completed at the end of the fifth and eighth months, of
8 service. The rating forms described herein shall be completed and signed by the
9 employee's immediate supervisor prior to an evaluation conference between the employee
10 and the immediate supervisor. The formal rating form shall contain information bearing on
11 employee performance related to the evaluation criteria established by the District. The
12 data gathered relative to employee appraisal shall be in conformity with the evaluatee's job
13 description as prescribed by the District. The rating shall contain an appraisal of the
14 employee's performance and, as appropriate, recommendations or specific suggestions for
15 the improvement of the evaluatee's performance.

16 The evaluatee shall receive a written copy of the performance rating forms described
17 herein at a personal conference conducted by the evaluator, and proof of the transmission
18 of the rating to the evaluatee shall be established by the evaluator. The evaluatee may,
19 within twenty (20) working days of receipt of the evaluation, attach a written response to the
20 performance evaluation. Such written response by the employee shall be reviewed by the
21 Superintendent prior to placement in the evaluatee's personnel file.

22 The evaluator's judgment and recommendations contained in the evaluation
23 appraisals described herein shall not be subject to the Grievance Procedure (Article VIII) of
24 this Agreement.

25 **Permanent Employee Evaluations**

26 Regular permanent classified employees shall receive at least one (1) formal written
27 performance rating on District-approved forms each year. Normally these ratings shall be
28 completed by the end of each year's service. A permanent employee may be evaluated by
29 his or her immediate supervisor at any other time if exemplary or unsatisfactory service is
30 performed, but shall be evaluated by the immediate supervisor within a reasonable length of
31 time after unsatisfactory service is performed. The rating forms described herein shall be
32 completed and signed by the employee's immediate supervisor prior to an evaluation

1 conference between the employee and the immediate supervisor. The formal rating form
2 shall contain information bearing on employee performance related to the evaluation criteria
3 established by the District. The data gathered relative to employee appraisal shall be in
4 conformity with the evaluatee's job description as prescribed by the District. The rating shall
5 contain an appraisal of the employee's performance and, as appropriate, commendations or
6 specific suggestions for the improvement of the evaluatee's performance.

7 The evaluatee shall receive a written copy of the performance rating forms described
8 herein at a personal conference conducted by the evaluator, and proof of the transmission
9 of the rating to the evaluatee shall be established by the evaluator. The evaluatee may,
10 within twenty (20) working days of receipt of the evaluation, attach a written response to the
11 performance evaluation. Such written response by the employee shall be reviewed by the
12 Superintendent prior to placement in the evaluatee's personnel file.

13 The evaluator's judgment and recommendations contained in the evaluation
14 appraisals described herein shall not be subject to the Grievance Procedure (Article VIII) of
15 this Agreement.

16 Probation Following Promotion

17 A permanent employee promoted to a new classification shall serve a six (6) month
18 probationary period in paid service, exclusive of unpaid absences, within the new
19 classification. During this probationary period, the unit member may return to the previous
20 classification at his or her option, or the District may return the employee to the previous
21 classification. Such action shall not be considered to be discipline or demotion, and shall
22 not be subject to the grievance procedure.

23 The evaluator's judgment and recommendations contained in the evaluation
24 appraisals described herein shall not be subject to the Grievance Procedure (Article VIII) of
25 this Agreement. A promotion automatically triggers a six (6) month leave from the unit
26 member's vacated position and generates a six (6) month temporary vacancy in the vacated
27 position. Unit members filling positions created by promotions covered by this section shall
28 be granted an automatic six (6) month leave from their vacated position, generating a six (6)
29 month temporary vacancy in their vacated position.

30 Personnel Files

31 Materials in personnel files of unit members that may serve as a basis for affecting
32 the status of employment are to be made available for the inspection of the unit member.

1 Material available for inspection shall not include ratings, reports, or records obtained prior
2 to the employment of the unit member, records which were prepared by identifiable
3 examination committee members, or records obtained in connection with a promotional
4 examination, except that unit members shall have access to numerical scores obtained as a
5 result of a written examination.

6 Unit members shall have the right to inspect their personnel files provided that the
7 request is made at a time when the unit member is not actually required to render services.

8 Information of a derogatory nature, except for material excluded from examination
9 above, will not be placed in the file until the employee is given notice and an opportunity to
10 review and comment thereon. The unit member has the right to enter, and have attached to
11 any derogatory statement, the unit member's comments. Review of derogatory information
12 shall be during normal business hours, and the unit member will be released from duty for
13 this purpose without salary reduction.

1 **ARTICLE XIII: PROFESSIONAL GROWTH**

2 The District and the Association agree that employees covered by this Agreement
3 shall be compensated for professional growth activities described herein as specified herein
4 below. The Professional Growth Program for classified unit members is designed to
5 encourage employees to enhance their skills, prepare them for jobs in a changing
6 workplace, and demonstrate commitment to education and the professional growth of all
7 employees. All classified unit members within the Newhall School District are eligible to
8 participate. Unit members shall continue to receive credit for units taken toward a certificate
9 or license until the date of expiration of such certificate or license.

10 **Non-District-Sponsored College Courses**

11 All Professional Growth credits/units must have prior approval of the Assistant
12 Superintendent of Human Resources and or/Designee.

13 Professional Growth credits/units shall be directly related to the employee's duties
14 defined by present job description or job description of an appropriate promotional position
15 with the Newhall School District.

16 All Professional Growth credits/units to be compensated must be earned outside of
17 work hours for the District. Compensation will not be granted for hours or credits/units
18 earned whenever the District covers the cost of attending the workshop/class.

19 Courses including online courses shall be earned from institutions accredited by the
20 American Association of Schools and Colleges, or regional affiliate.

21 Professional Growth credits/units will be awarded on a basis of fifteen clock hours
22 per credit/unit. Activities of less than fifteen hours may be accumulated with three-year
23 period and added together to equal a unit.

24 Verification of credits/units earned for Professional Growth shall be submitted to the
25 Human Resources Department, and shall consist of an official transcript which has been
26 signed and sealed by the registrar of the training institution. Verification of workshop
27 participation shall be in the form of certificate or letter from the training institution verifying
28 successful completion of the workshop as described herein. To be granted credit, a grade
29 of "C" or better is required for graded classes. A "pass" is required in "pass/fail" graded
30 classes. A certificate of completion is required for all other hours earned.

31 Upon satisfactory completion of the above, the employee will be compensated a
32 stipend of \$50.00 per credit/unit (15 hours) earned. The employee will be allowed to receive

1 a maximum compensation of up \$300.00 per year (6 credit/units).

2 Unit members shall continue to receive stipend for credit/units taken toward a
3 certificate, diploma or license while employed at the Newhall School District. If there is a
4 date of expiration of a certificate or license, it must be renewed or the stipend will end.

5 Conference/Workshop Attendance

6 For professional development training offered by other credible educational agencies
7 or the County Office of Education, the District's annual contribution of such courses/trainings
8 shall be \$5,000 to cover expenses such as conference registration fees, mileage, employee
9 substitute costs, etc. for qualifying employees. A conference/workshop request form must
10 be completed and approved by the Assistant Superintendent, Human Resources and/or
11 Designee. Upon return from the conference/workshop, the attendees shall submit a
12 summary of concepts learned that are applicable to their current position.

13 Professional Development

14 Any mandatory training outside of the contractual workday will have 10 (ten)
15 business days notice, except in the event of an unforeseen circumstances requiring
16 immediate action.

1 **ARTICLE XIV: SAVINGS PROVISION**

2 If any of the provisions of this Agreement are held to be contrary to law by a court of
3 competent jurisdiction, such provisions will not be deemed valid except to the extent
4 permitted by law; however, all other provisions will continue in full force and effect.
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1 **ARTICLE XV: CONCERTED ACTIVITIES**

2 It is agreed and understood that there will be no strike, work stoppage, slow-down,
3 picketing or refusal or failure to fully and faithfully perform job functions and responsibilities,
4 or other interference with the operations of the District by the Association or by its officers,
5 agents, or members during the term of this Agreement, including compliance with the
6 request of other labor organizations to engage in such activity. The Association recognizes
7 the duty and obligation of its representatives to comply with the provisions of this Agreement
8 and to make every effort toward inducing all employees to do so. In the event of a strike,
9 work stoppage, slow-down, or other interference with the operations of the District by
10 employees who are represented by the Association, the Association agrees in good faith to
11 take all necessary steps to cause those employees to cease such action.

12 It is agreed and understood that any employee violating this article may be subject to
13 discipline, up to and including termination by the District.

14 It is understood that in the event this article is violated the District shall be entitled to
15 withdraw any rights, privileges or services provided for in this Agreement or in District policy
16 from any employee or the Association.

17 The District agrees that it shall not cause or engage in a lockout.

18 Notwithstanding the above language, if the impasse provisions of Government Code
19 Section 3548.2 are exhausted, parties agree to suspend the above article language.

1 **ARTICLE XVI: CLASSIFICATION/RECLASSIFICATION**

2 The Governing Board shall classify all positions in the classified service. Each
3 position shall have a designated title, regular minimum number of assigned hours per day,
4 days per week, and months per year. A specific statement of the duties required and the
5 regular monthly salary ranges shall be established for each position.

6 Classified employees who wish to have their job descriptions reviewed for the
7 purpose of reclassification may submit a request for such review during the period March 1
8 through March 31. The District and Association representatives will adopt procedures to
9 process such requests. The requests will be forwarded to an outside consulting firm at the
10 close of the March window period for its review and recommendation.

1 **ARTICLE XVI: ASSOCIATION MEMBERSHIP**

2 **Employee Rights**

3 The District and the Association recognize the right of employees to form, join and
4 participate in the lawful activities of employee organizations and the equal,
5 alternative right of employees to refuse to form, join and participate in employee
6 organizations. Accordingly, membership in the Association shall not be compulsory.

7 1) **Organizational Security**

8 1.1 A bargaining unit member has the right to choose to:
9 - become an Association member, or decline to join.

10 2) **Exemptions from the Article**

11 2.1 Bargaining unit members on leave without pay and bargaining unit members
12 who are laid off shall not be subject to the provisions of this Article.

13 3) **Dues Deductions**

14 NESP has the exclusive right to have employee organization membership dues
15 deducted by the District for employees in the bargaining unit, without charge.

16 3.1 The District shall deduct, in accordance with the Association dues from the
17 wages of all unit employees who have submitted payroll deduction
18 authorization forms to the Association. Such authorization forms shall remain
19 in effect unless and until expressly revoked in writing by the employee and
20 submitted to the Association. Unit employees, in lieu of payroll deductions,
21 may pay dues or directly to the Association.

22 3.2 The Association may request a change in payroll deductions of Association
23 members provided an authorized Association officer submits a written
24 request to the District for such an adjustment and provided further that at
25 least thirty (30) calendar days prior to the change an authorized Association
26 officer has furnished the District with evidence that the Association provided
27 written notification to its members of the requested change. Such change
28 shall consist of either: a total annual dues change; an increase or decrease in
29 dues requirements; or an increase or decrease in authorized deductions by a
30 member or members for Association-approved items.

31 3.5 The District shall remit to the Association all dues collected with an
32 accompanying alphabetical list of all unit members for whom dues deductions

1 have been made.

2
3 **ARTICLE XVIII: SUPPORT OF AGREEMENT**

4 The District and the Association agree that it is in their mutual benefit to encourage
5 the resolution of differences through the meet and negotiation process. Therefore, it is
6 agreed that the District and the Association will support the terms of this Agreement and will
7 not appear before any public body to seek change or improvement in any matters subject to
8 the meet and negotiation process except by mutual agreement.

1 **ARTICLE XIX: EFFECT OF AGREEMENT**

2 It is understood and agreed by the District and the Association that the specific
3 provisions in this Agreement shall prevail over District practices and procedures and over
4 State Law to the extent permitted by State Law and that absent specific provisions in this
5 Agreement the District shall consider such practices and procedures within its discretionary
6 authority.

1 **ARTICLE XX: CONCLUSION OF MEET AND NEGOTIATION**

2 During the term of this Agreement, the Association expressly waives and
3 relinquishes the right to meet and negotiate and agrees that the District shall not be
4 obligated to meet and negotiate with respect to any subject or matter whether referred to or
5 covered in this Agreement or not, even though each subject or matter may not have been
6 within the knowledge or contemplation of either or both the District or the Association at the
7 time they met and negotiated on and executed this Agreement, and even though such
8 subjects or matters were proposed and later withdrawn.

1 **ARTICLE XXI: TERM**

2 This collective bargaining agreement shall remain in full force from July 1, 2024, up
3 to and including June 30, 2027; and thereafter shall continue in effect year-by-year unless
4 one of the parties notifies the other in writing of its request to modify, amend, or terminate
5 the Agreement.

6 Negotiations for the 2025-2026 and the 2026-2027 school years shall be limited to
7 salary, benefits, calendar, and one other article per party as well as the MOUs/Side Letters
8 that are expiring during the contract year being negotiated. The District and the Association
9 shall also reopen any other matters of mutual interest.

1 **ARTICLE XXII: RELEASED TIME**

2 The Association and Governing Board shall each designate representatives for
3 purposes of official meetings and negotiating sessions, and no official meetings between the
4 parties shall be held unless a majority of each group of representatives is present.
5 Association representatives who are District employees shall be granted a total maximum
6 annual allowance of twenty-five (25) days of released time, without loss of compensation, for
7 purposes of official meeting and negotiating sessions with the Board's representatives. No
8 more than two (2) consecutive days of released time as described herein may be used
9 without the mutual agreement of both parties, and no released time shall be granted to
10 employees during the last week of any school quarter or semester without the mutual
11 consent of the parties. No portion of this released time allocation shall be used in less than
12 half-day increments, and any unused portion of this total allocation, maximum twenty-five
13 (25) work days per year, without loss of employee compensation may be used by the
14 Association for the released time of employees involved in processing grievances at Levels
15 III, IV, and V of Article VIII of this Agreement.

16 Employees utilizing this released time allocation shall follow normal District
17 procedures for prior notification of absence in order that necessary substitutes may be
18 secured. Payment for substitute costs necessitated by the allocation of employee released
19 time as described herein shall be borne by the District.

20 Negotiations conducted outside of the classified negotiating team's regular work
21 hours will be compensated as the current rate of each individual member, up to a team
22 maximum per negotiations cycle of \$1,500. A negotiation cycle is defined as all negotiation
23 sessions held between July 1st and June 30th.

24 The Association will be granted up to twelve (12) days released time per year to be
25 distributed among designated representatives for conducting Association business local and
26 for state, and unused time does not carry over. The Association shall pay for the cost of the
27 substitutes if needed.

1 **ARTICLE XXIII: SHARED CLASSIFIED POSITIONS**

2 Shared classified positions or job-share shall refer to two (2) monthly classified
3 employees sharing one (1) assignment.

4 Two (2) classified employees shall share an assignment for a minimum of one (1)
5 year.

6 Should one (1) of the employees in the job-share arrangement not be able to
7 complete the school year, the other employee will have one month to attempt to find a
8 satisfactory replacement. The supervisor must approve the replacement. Should a suitable
9 replacement not be found, the District may require the remaining partner to return to their
10 full-time assignment to fulfill the obligation that the two-job-share employees had agreed to
11 provide.

12 When a job-share agreement terminates the two employees agree, with the approval
13 of the supervisor, that the original employee will assume the assignment that they have
14 been sharing.

15 Job-shared positions will be filled only by employees who qualify for that
16 classification, who have jointly agreed to work together, and have submitted a written
17 proposal for shared assignment to the supervisor. The proposal must be received at least
18 30 days prior to the implementation of the job-share assignment. If approved, it will be
19 forwarded to the Assistant Superintendent of Human Resources for final approval.

20 If the request for job sharing is denied and if the affected employee(s) request(s) it,
21 the reason for denial shall be put in writing and sent to the employee(s).

22 The job-sharing employees' wages, benefits, and paid leaves shall be on a prorated
23 basis relative to the actual time worked. In no event, shall the total amount of health and
24 welfare benefits for the participants exceed the amount the District would have paid if the job
25 had not been shared.

26 Job-share participants shall be placed on the appropriate step on the salary schedule
27 according to Article VI.

28 Both employees will be responsible for sharing all information pertaining to their
29 mutual assignments, including information from staff meetings and in-services.

30 The District reserves the sole right to review the effectiveness of the shared
31 positions, and to determine whether or not to continue them on a year-by-year basis. A unit
32 member on a shared assignment must notify the District by March 1st if she/he wishes to

1 reapply for a shared assignment for the upcoming school year.

2 The District will use the following criteria in consideration of job-sharing requests:

- 3 a. Quality of previous service to the District.
- 4 b. Compatibility of styles of the employees as determined by the supervisor.
- 5 c. The impact of the potential shared assignment upon the site involved.
- 6 d. The needs and efficient operation of the site.

1 **ARTICLE XXIV: MILEAGE REIMBURSEMENT**

2 Unit members utilizing their personal vehicle for district business travel and qualifying
3 for mileage reimbursement as per Board Policy 3587 at the rate currently approved by the
4 Internal Revenue Service shall submit a monthly mileage log stating the beginning mileage,
5 ending mileage, and beginning and ending destinations of each required trip on District
6 Business. Mileage reimbursement shall be paid periodically during the school year on a
7 schedule established by the Business Office.

1 NOW, whereof this Agreement is entered into on the date indicated below and as
2 indicated herein.

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6 Ratified by Newhall Educational Support Professionals: Date: **January 17, 2025**

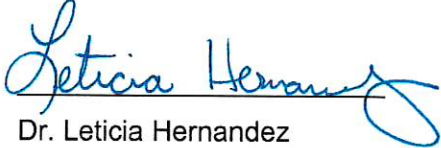
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9 _____
10 Jeremy O'Brien, NESP President
11 Newhall Educational Support Professionals

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14 _____
15 Amanda Montemayor, Newhall School District Lead Negotiator
16 Assistant Superintendent of Human Resources

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20 Approved by the Newhall School on **January 28, 2025**.

21 District Governing Board:

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25 Ernesto Smith
26 President of Governing Board

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30 Dr. Leticia Hernandez
Newhall School District Superintendent

NEWHALL SCHOOL DISTRICT

NESP CLASSIFIED EMPLOYEE SALARY SCHEDULE (MONTHLY) - 2024/2025

Job Classification	ANNUAL STEPS											
	A		B		C		D		E		F	
	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.	Mo.	Hr.
E.L. Accountability Ass't	3319	19.15	3452	19.92	3590	20.71	3734	21.54	3883	22.40	4039	23.30
District Behavior Support Specialist	3467	20.00	3607	20.81	3751	21.64	3900	22.50	4056	23.40	4219	24.34
* School Library / Media Tech.	3467	20.00	3607	20.81	3751	21.64	3900	22.50	4056	23.40	4219	24.34
* Staff Office Ass't. II	3489	20.13	3628	20.93	3773	21.77	3923	22.63	4082	23.55	4243	24.48
* School Office Ass't. II	3578	20.64	3722	21.47	3870	22.33	4024	23.22	4186	24.15	4353	25.11
Human Resources Tech I	3578	20.64	3722	21.47	3870	22.33	4024	23.22	4186	24.15	4353	25.11
* District Receptionist	3670	21.17	3817	22.02	3971	22.91	4130	23.83	4295	24.78	4468	25.78
Night Custodian	3741	21.58	3891	22.45	4046	23.34	4208	24.28	4376	25.25	4552	26.26
Night Custodian + 3% differential	3855	22.24	4008	23.12	4168	24.05	4334	25.00	4506	26.00	4688	27.05
Day Custodian	3856	22.25	4010	23.13	4170	24.06	4336	25.02	4510	26.02	4691	27.06
Support Tech., Technology Services	3856	22.25	4010	23.13	4170	24.06	4336	25.02	4510	26.02	4691	27.06
Grounds Maintenance	3953	22.81	4110	23.71	4272	24.65	4445	25.64	4622	26.67	4807	27.73
District Instructional Media Tech	4094	23.62	4257	24.56	4428	25.55	4604	26.56	4789	27.63	4979	28.73
Utility Worker	4094	23.62	4257	24.56	4428	25.55	4604	26.56	4789	27.63	4979	28.73
Courier/Warehouse	4094	23.62	4257	24.56	4428	25.55	4604	26.56	4789	27.63	4979	28.73
*School Office Manager	4094	23.62	4257	24.56	4428	25.55	4604	26.56	4789	27.63	4979	28.73
*Preschool Office Manager	4094	23.62	4257	24.56	4428	25.55	4604	26.56	4789	27.63	4979	28.73
Reprographics Technician	4302	24.82	4475	25.82	4653	26.84	4840	27.92	5034	29.04	5235	30.20
Grounds Lead Person	4302	24.82	4475	25.82	4653	26.84	4840	27.92	5034	29.04	5235	30.20
Licensed Vocational Nurse	4302	24.82	4475	25.82	4653	26.84	4840	27.92	5034	29.04	5235	30.20
*Administrative Assistant, Student Support Services	4302	24.82	4475	25.82	4653	26.84	4840	27.92	5034	29.04	5235	30.20
General Maintenance I	4477	25.83	4655	26.86	4842	27.93	5036	29.05	5238	30.22	5447	31.43
*Secretary to Instructional Services	4526	26.11	4708	27.16	4898	28.26	5093	29.38	5296	30.55	5509	31.78
General Maintenance II	4700	27.12	4888	28.20	5084	29.33	5288	30.51	5499	31.73	5719	32.99
System Admin., Technology Services	4700	27.12	4888	28.20	5084	29.33	5288	30.51	5499	31.73	5719	32.99
Fiscal Services Technician	4911	28.33	5107	29.46	5312	30.65	5524	31.87	5745	33.14	5976	34.48
Data and Attendance Tech.	4911	28.33	5107	29.46	5312	30.65	5524	31.87	5745	33.14	5976	34.48
Student Support Services Dept. Tech.	4911	28.33	5107	29.46	5312	30.65	5524	31.87	5745	33.14	5976	34.48
Maintenance Lead	5120	29.54	5326	30.73	5540	31.96	5761	33.24	5991	34.56	6230	35.94
Risk Mgmt./Safety Coordinator	5253	30.31	5462	31.51	5680	32.77	5908	34.08	6144	35.45	6389	36.86
Network Technician, Technology Services	5358	30.91	5573	32.15	5797	33.44	6028	34.78	6270	36.17	6521	37.62
HVAC Technician	5561	32.08	5783	33.36	6015	34.70	6255	36.09	6505	37.53	6766	39.03

Salary Advancement of Base Salary:

An employee's base salary shall advance to the subsequent step within their appropriate salary range on their initial employment anniversary date.

Longevity Increments:

An employee who reaches the 9th, 12th, 15th, and 18th year of District service shall receive an additional percentage to their base salary step as follows: 9th year at 3%, 12th year at 6%, 15th year at 9%, and 18th year at 12.6%. This additional percentage shall follow each step increment to the maximum step F.

Employees shall be compensated a one-time bonus amount above the regular salary schedule placement as follows:

Bonus:	Amount
Reaching the 18th-19th year of District Service	\$300
Reaching the 20th year of District Service	\$700
Reaching the 21st-24th year of District Service	\$1,200
Reaching the 25th-29th year of District Service	\$1,600
Reaching the 30th year of District Service	\$2,400

Master's Degree Stipend:

The attainment of a Master's Degree shall be compensated at \$1,000 annually above the regular salary schedule placement. The Master's Degree Stipend will be prorated by FTE and paid annually at the end of the school year.

Bilingual Stipend:

Annual stipend of \$1,500 will be paid to bilingual classified employees as defined in Appendix J of the master agreement. This provision applies to those positions denoted with an asterisk (*). The Bilingual stipend will be paid annually at the end of the school year.

Benefits:

All classification positions listed on the monthly salary schedule will receive benefits and not be hired to work for less than four (4) hours per day.

Eligible employees waiving District provided health benefits shall be allowed an annual non-elective deferral of \$2,200.00 less the cost of mandatory life insurance.

NEWHALL SCHOOL DISTRICT
NESP CLASSIFIED EMPLOYEE SALARY SCHEDULE (HOURLY) - 2024/2025

Job Classification	ANNUAL STEPS					
	A	B	C	D	E	F
Piano Accompanist	18.40	18.85	19.60	20.38	21.19	22.04
Instructional Asst III - Bilingual	18.40	18.85	19.60	20.38	21.19	22.04
Science Lab Technician	18.40	18.85	19.60	20.38	21.19	22.04
Project Assistant	19.19	19.95	20.76	21.57	22.44	23.34
Curriculum Specialist-Art	19.39	20.18	20.98	21.82	22.68	23.59
Curriculum Specialist-G.A.T.E.	19.39	20.18	20.98	21.82	22.68	23.59
Curriculum Specialist-Language Arts/Math	19.39	20.18	20.98	21.82	22.68	23.59
Curriculum Specialist-Music	19.39	20.18	20.98	21.82	22.68	23.59
Curriculum Specialist-P.E.	19.39	20.18	20.98	21.82	22.68	23.59
Curriculum Specialist-Science	19.39	20.18	20.98	21.82	22.68	23.59
Curriculum Specialist-Technology	19.39	20.18	20.98	21.82	22.68	23.59
Speech Language Pathologist Assistant	19.39	20.18	20.98	21.82	22.68	23.59
Inst. Asst. Mild to Moderate Support Needs	19.39	20.18	20.98	21.82	22.68	23.59
Preschool Paraprofessional	19.75	20.53	21.37	22.23	23.10	24.01
Preschool Paraprofessional Bilingual	19.75	20.53	21.37	22.23	23.10	24.01
Instructional Asst V - Pre Kinder	19.75	20.53	21.37	22.23	23.10	24.01
Instructional Asst V - Pre Kinder Bilingual	19.75	20.53	21.37	22.23	23.10	24.01
Inst. Asst. Extensive Support Needs	19.75	20.53	21.37	22.23	23.10	24.01
Staff Office Asst I	19.75	20.53	21.37	22.23	23.10	24.01
Specialized Health Clerk	19.94	20.75	21.56	22.43	23.33	24.26
* Community Outreach Office Support Staff - Bilingual	19.94	20.75	21.56	22.43	23.33	24.26
* School Health Asst	20.63	21.47	22.33	23.22	24.15	25.11
State Certified Speech-Language Pathology Assistant	25.82	26.85	27.92	29.05	30.21	31.43
Certified Occupational Therapy Assistant	25.82	26.85	27.92	29.05	30.21	31.43

Salary Advancement of Base Salary:

An employee's base salary shall advance to the subsequent step within their appropriate salary range on their initial anniversary date.

Longevity Increments:

An employee who reaches the 9th, 12th, 15th, and 18th year of District service shall receive an additional percentage to their base salary step as follows: 9th year at 3%, 12th year at 6%, 15th year at 9%, and 18th year at 12.6%. This additional percentage shall follow each step increment to the maximum step F.

Employees shall be compensated a one-time bonus amount above the regular salary schedule placement as follows:

Bonus:	Amount
Reaching the 18th-19th year of District Service	\$300
Reaching the 20th year of District Service	\$700
Reaching the 21st-24th year of District Service	\$1,200
Reaching the 25th-29th year of District Service	\$1,600
Reaching the 30th year of District Service	\$2,400

Bilingual Stipend:

Annual stipend of \$1,500 will be paid to bilingual classified employees as defined in Appendix J of the master agreement. This provision applies to those positions denoted with an asterisk (*). The Bilingual stipend will be paid annually at the end of the school year.

Master's Degree Stipend:

The attainment of a Master's Degree shall be compensated at \$1,000 annually above the regular salary schedule placement. The Master's Degree Stipend will be prorated by FTE and paid annually at the end of the school year.

Benefits:

Eligible employees waiving District provided health benefits shall be allowed an annual non-elective deferral of \$2,200.00 less the cost of mandatory life insurance.



Newhall School District 2025/2026 Classified Holidays

Independence Day	July 4, 2025
Labor Day	September 1, 2025
Veteran's Day	November 11, 2025
Thanksgiving Day	November 27, 2025
Day after Thanksgiving	November 28, 2025
Floating Holiday	December 23, 2025
Christmas Eve	December 24, 2025
Christmas Day	December 25, 2025
Floating Holiday	December 26, 2025
New Year's Eve	December 31, 2025
New Year's Day	January 1, 2026
Martin Luther King Day	January 19, 2026
Lincoln's Day (Observed)	February 13, 2026
Presidents' Day	February 16, 2026
Memorial Day	May 25, 2026
Juneteenth	June 19, 2026

Per Education Code 45203 for an employee to be eligible for the holiday, the employee must be in paid status immediately preceding or succeeding the holiday or holiday period.
See CBA language for additional information.

Board Approved: 01/28/2025

APPENDIX C: "ME-TOO" CLAUSE

Total compensation increases granted to any other bargaining unit in excess of that granted to the classified bargaining unit will result in a retroactive adjustment of the difference for the classified bargaining unit. Total compensation increase will be represented as a percentage which includes all costs associated with an agreement excluding any cost increase associated with an increase in work hours or days.

APPENDIX D: UNIFORMS

The District shall supply uniforms required by the District to be worn by unit members.

Uniform shirts and pants may be required. The color of the uniform will be optional based on current district approved guidelines.

**NEWHALL EDUCATIONAL SUPPORT PROFESSIONALS
NEWHALL SCHOOL DISTRICT**

APPENDIX E

SIDE LETTER

**ARTICLE - ORGANIZATIONAL SECURITY, MAINTENANCE OF MEMBERSHIP
AND DUES DEDUCTION**

Fee Schedule for 2024/2025 School Year

Annual Salary

Category 1

\$55,000 and OVER

State Prof. Dues	\$ 81.60
NEA Prof. Dues	12.65
Local Dues	.40
Total Tenthly	94.65

Category 2

\$37,000 to \$54,999

State Prof. Dues	\$ 41.80
NEA Prof. Dues	12.65
Local Dues	.35
Total Tenthly	54.80

Category 3

\$24,000 to \$36,999

State Prof. Dues	\$ 21.90
NEA Prof Dues	12.65
Local Dues	.30
Total Tenthly	34.85

Category 4

\$8,000 to \$23,999

State Prof. Dues	\$ 15.93
NEA Prof Dues	7.50
Local Dues	.25
Total Tenthly	23.68

Category 5

\$0 to \$7,999

State Prof. Dues	\$ 9.96
NEA Prof. Dues	4.93
Local Dues	.20
Total Tenthly	15.09

APPENDIX F: BI-LINGUAL STIPEND

The district recognizes the benefit of having certain classified employees who are proficient in a language other than English. Therefore, an annual stipend will be paid to the bilingual employee meeting the following criteria:

The employee has passed the District language proficiency tests demonstrating both oral and written competency.

1. The school or district office where they work has a demonstrated need for their skills. The need is defined by the following criteria:
 - a. The school (or district) has ten (10) or more students whose parents have indicated that the target language is primarily spoken in the home.
2. The employee serves in one of the following classifications:
 - Community Outreach
 - School Library/Media Technician
 - Staff Office Assistant I
 - Staff Office Assistant II
 - School Office Assistant I
 - School Office Assistant II
 - School Office Manager
 - School Health Assistant
 - State Preschool Secretary
 - District Receptionist
 - Administrative Assistant to Student Support Services
 - Instructional Services Support Specialist



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEWHALL SCHOOL DISTRICT
AND
THE NEWHALL EDUCATIONAL SUPPORT PROFESSIONALS
REGARDING:**

**Facilities Maintenance and Operations Work Boot Reimbursement
December 12, 2024**

Work Boot Reimbursement: Each full-time employee covered by this Agreement shall receive a One hundred dollars (\$100.00) reimbursement within the calendar year for the purchase of approved work boots. This reimbursement shall be paid after a reimbursement form is signed and approved by the Superintendent or Superintendent designee.

The parties agree as follows:

1. Effective July 1, 2024, for the 2024-2025 school year.
2. Work boots will be pre-approved in writing prior to purchase by the Director or Assistant Director of FMO.
3. The employee will provide a receipt of purchase. All receipts must be turned in within a month of purchase. Receipts that fall outside the Memorandum of Understanding, MOU, period will not be honored.
4. This MOU covers Grounds Crew, Utility Workers, Maintenance, and HVAC Technician.

This MOU shall not constitute precedent for interpretation of the NSD/NESP Agreement, nor for the establishment of future stipends. It shall expire of its own accord on June 30, 2025.

1/9/25
Date

1-9-2025
Date

1-21-2025
Date

[Signature]
Jeremy O'Brien, NESP President

[Signature]
Amanda Montemayor, Ast. Superintendent of H.R.

[Signature]
Dr. Leticia Hernandez, Superintendent