

**Side Letter of Agreement
Alpine Union School District
And the
California School Employees Association and its Chapter #607
Negotiations of Impacts and Effects of GUHSD Transportation Agreement
With Alpine Union School District (AUSD)
May 8, 2018**

The Alpine Union School District (AUSD) and the California School Employees Association and its Alpine Union School District Chapter #607 (CSEA) agree to the following provisions to address the impacts and effects to CSEA bargaining unit members' wages, hours, and working conditions resulting from the two-year transportation agreement (Agreement) between the Grossmont Union High School District (GUHSD) and the Alpine Union School District.

1. The parties agree that Sections A.1(a)-(b) of the Agreement shall be interpreted to mean that AUSD will continue to provide transportation services to all AUSD students, except in a limited number of circumstances when AUSD determines it is necessary to transport an individual student AUSD student through other means. AUSD bus drivers will have first right of refusal to work extra assignments, including on an overtime basis. AUSD bus drivers will also provide transportation for AUSD summer school, if summer school is in operation. The parties agree that AUSD may have GUHSD staff provide transportation services for AUSD students only when AUSD employees are not available to take the work in accordance with California Education Code Section 45103.
2. The parties agree that the bidding process set forth in Section A.1(e) of the Agreement will be utilized.
3. The parties agree that Section A.1(f) of the Agreement shall be interpreted to mean that AUSD bus drivers will be given direction by the GUHSD Director of Transportation, Training Supervisor, Bus Operations Supervisor and Dispatchers. However, AUSD bus drivers shall remain AUSD employees and, as such, remain under the general direction and control of AUSD, in accordance with the parties' collective bargaining agreement. No AUSD bus driver or other CSEA member shall be subject to discipline or evaluation except by AUSD and as set forth in AUSD policy and the collective bargaining agreement.
4. The parties agree that Section A.1(g) of the Agreement shall be interpreted to mean that AUSD bus drivers will have the option of wearing uniforms, but they are not required to do so. AUSD bus drivers must, at a minimum, wear an identifiable AUSD name badge.

5. With regard to Section A.1(h) of the Agreement, the parties agree to the following transition.

A minimum of two (2) large capacity buses will move to GUHSD transportation facility no sooner than May 11, 2018 and no later than May 14, 2018. AUSD school bus drivers that go down at this time will be determined by choosing in order of seniority. Additional AUSD bus drivers may elect to begin working out of GUHSD beginning May 11, 2018 through the end of the 2017-2018 school year.

The remainder of AUSD drivers and buses will continue to be domiciled at the AUSD transportation facility at 1323 Administration Way, through June 30, 2018.

The remainder of AUSD Buses and Bus Drivers will move to the GUHSD facility on July 1, 2018, and to continue through the duration of the Agreement. Alpine Drivers that have an assigned AUSD bus at the time of this agreement may also choose to keep said bus with them in either facility after Drivers have chosen by seniority through the 2017-2018 school year.

No more than four (4) AUSD bus drivers will continue to work out of AUSD transportation facility until the end of the 2017-2018 school year.

AUSD bus drivers that work out of the GUHSD facility before July 1, 2018 will receive reimbursement for mileage to and from the AUSD transportation facility to the GUHSD transportation facility (36 miles) at the Federal rate for each day worked until the end of the 2017-18 school year.

The parties acknowledge that this is a change to the Agreement and, as such, is subject to approval by GUHSD.

6. The parties agree that the timekeeping provision of Section A.1(h) of the Agreement shall be interpreted to mean that timekeeping shall not be used to discipline AUSD employees. CSEA acknowledges that, notwithstanding this understanding with regard to timekeeping, AUSD employees shall continue to be responsible for adhering to the work hours assigned by AUSD.

7. The parties agree that Section A.1(i) of the Agreement shall be interpreted to mean that the AUSD bus driver work year shall be adjusted by any adjustments to the AUSD school year. The parties further acknowledge that Section A.1(i) does not affect their obligation to negotiate changes to the employee work year.

8. The parties agree that Section A.1(j) of the Agreement shall be interpreted to mean that AUSD bus drivers will have the opportunity to attend GUHSD transportation training classes to include three (3) days during the Welcome Back training period to the 2018-19 school year. If these days do not coincide with the AUSD regular schedule and occur outside the contract year, the days will be optional and paid in accordance to those who attend. Additional training opportunities for the 2019-20 school year will be subject to negotiation.

9. The parties agree that Section A.1(k) of the Agreement shall be interpreted to mean that any "resolution" related to personnel and/or safety issues that may affect AUSD bus drivers and other CSEA members shall be subject to the applicable procedures set forth in the parties' collective bargaining agreement.

10. The parties agree that Section 3 of the Agreement shall be interpreted to mean that AUSD bus drivers will have first right of refusal for AUSD field trips that do not conflict with daily routes, including extra work assignments paid on an overtime basis. AUSD will retain complete responsibility for all AUSD field trip arrangements and for all supervision of adult and minor trip participants. The AUSD bus driver serves as the driver of the bus and the supervisor may be the teacher, chaperon or other appropriate individual authorized by AUSD.

11. With regard to Section F.3 of the Agreement, the parties acknowledge that employees of AUSD and GUHSD are not the employees of the other party, respectively.

12. The parties agree that bus routing shall be a minimum of five (5) large capacity buses through the 2018-2019 school year.

13. The parties agree to establish a working committee that will consult on AUSD bus routes and on needed route changes over the summer of 2018 and, if needed through the term of the Agreement. This committee will include up to three (3) members selected by Alpine Chapter 607 CSEA, three (3) members selected by AUSD and GUHSD staff.

14. All current AUSD Bus Drivers employed as of the effective date of this side letter of agreement, and employed in the following months will receive a \$250.00 payment in November 2018, a \$250.00 payment in February 2019, a \$250.00 payment in November 2019 and a \$250.00 payment in February 2020. The parties further agree that these payments will be reported as wages and are subject to any applicable tax with holdings pursuant to state and or federal law. The parties further agree that these payments are in consideration of changes in working conditions to current AUSD bus drivers, and therefore will not be made to any AUSD bus drivers hired after the effective date of this side letter of agreement.

15. The parties agree that in the event that an AUSD bus driver separates from AUSD, and there is a need to fill the position, the bus driver position shall be posted by AUSD and a diligent effort will be made by AUSD to fill said position by an AUSD employee in a timely manner. The parties agree that AUSD may have GUHSD staff provide transportation services for AUSD students only when AUSD employees are not available to take the work in accordance with California Education Code Section 45103.

16. The parties agree that the ZONAR technology and Video surveillance used by GHUSD shall be used only as necessary in a reasonable and prudent manner regarding AUSD employees.

This side letter of agreement is subject to approval by the AUSD Governing Board and ratification through the CSEA 610 process. This side letter agreement shall remain in full force and effect through the current term of the Agreement.


The parties agree that this side letter of agreement concludes the parties negotiations on the impacts and effects of the Agreement between AUSD and GUHSD for the duration of the Agreement.

FOR ALPINE UNION SCHOOL DISTRICT

FOR CSEA ALPINE CHAPTER 607

 5-8-18

Dr. Richard Newman
AUSD Superintendent

 5/8/2018

Holly Hernandez
CSEA Alpine Chapter 607 President

Dan Ortiz
CSEA Labor Relations Representative