

**Pasadena Area Community College District  
SEIU LOCAL 721, SUPERVISORY UNIT  
COUNTER PROPOSAL for MOU**

(December 2, 2025)

This counter proposal is limited to the articles and sections set forth below. By submitting this counter proposal, the District does not waive the right to make additional proposals, respond to union proposals, or modify its proposals during the course of bargaining. The District further reserves all rights with respect to any articles or issues not addressed herein.

**1 ARTICLE 3 – RIGHTS OF PASADENA AREA COMMUNITY COLLEGE DISTRICT**

3 Unless expressly and specifically limited by this Agreement or applicable law, the  
4 District retains all of its legal rights to direct, manage, and organize its affairs. The enumeration  
5 of certain rights in this Article shall not be construed as a waiver of any other rights of the  
6 District not specifically addressed or limited herein. These rights include, but are not limited to:

- 7 • Determining its organizational structure and staffing patterns;
- 8 • Directing the work of employees and establishing work schedules and hours;
- 9 • Determining the nature, level, and means of services provided;
- 10 • Establishing educational policies, curricula, goals, and objectives;
- 11 • Ensuring student rights and educational opportunities;
- 12 • Hiring, classifying, assigning, evaluating, promoting, disciplining (for cause), and  
terminating employees;
- 13 • Maintaining operational efficiency and effectiveness;
- 14 • Managing facilities, including construction, relocation, and modification;
- 15 • Establishing budget procedures, determining allocations, and methods of raising revenue;
- 16 • Taking necessary actions in emergencies.

18  
19 The exercise of the District's rights, as set forth in this Article, shall not be subject to the  
20 grievance or arbitration procedures of this Agreement, except where the exercise of such rights  
21 violates a specific and express provision of this Agreement.

**23 ARTICLE 4 – UNION RIGHTS**

**25 A. Access**

27 The Union shall have the right to access at reasonable times to areas in which employees  
28 work, the right to use institutional bulletin boards, mailboxes, and other means of  
29 communication, subject to reasonable regulations, and the right to use institutional facilities and  
30 equipment provided that such use not interfere with nor interrupt normal District or campus  
31 operations nor shall use cause an additional or an increased maintenance cost to the District. In  
32 cases of use or access that will result in additional costs to the District, arrangements shall be  
33 made prior to use for reimbursement to the District by the Union.

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36    **B.    Public Information**

37

38       The District shall furnish to the Union, upon request, all available information that is  
39       available to the public concerning items affecting the bargaining unit. Such information may  
40       include but not be limited to financial reports and audits, rosters of all unit personnel, tentative  
41       budgetary requirements, allocation of State and Federal funds, student enrollment data, and such  
42       other information as will assist the Union in developing intelligent, accurate, informed, and  
43       constructive programs on behalf of the District, together with information which may be  
44       necessary for the Union to process any grievance or complaint. This also shall include a  
45       complete list of management employees' names and titles.

46

47    **C.    Bargaining Unit Information**

48

49       The District shall furnish the Union, in accordance with Government Code section 3558,  
50       a list of all employees in the Supervisory Unit, including the information required by law, at least  
51       once every 120 days. For newly hired employees, the District shall provide the required  
52       information within 30 days of hire or by the first pay period of the month following hire.

53

54    **D.    Costs of Printing Agreement**

55

56       Cost of printing copies of the Agreement shall be shared equally between the District and  
57       the Union. One copy of the Agreement shall be furnished by the Union to each covered  
58       employee. The District shall provide copies to its management. The Agreement shall be posted  
59       on the District's website.

60

61    **E.    Union Conference Attendance.**

62

63       The District shall grant conference attendance with pay but without expenses up to but  
64       not to exceed the equivalent of five (5) consecutive working days for three (3) employees,  
65       designated by the Union, for the purpose of attending Union conferences.

66

67    **F.    Shop Stewards and Union Release Time**

68

69       1.       A reasonable number of shop stewards shall be designated by the Union in  
70       writing or by email. A list of stewards shall be provided by email to District Labor Relations on

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71 or before July 1 of each year. Additions to or deletions from the list shall be reported by email to  
72 District Labor Relations as they occur.

73

74       2. The District shall grant 35 hours of paid release time per week, which shall be  
75 non-cumulative, to Supervisory Unit members, which shall be allocated by the Union among its  
76 Officers and Stewards for the performance of Union business.

77

78       Additional paid leave shall be granted upon request for bargaining team meetings and for  
79 any standing, regular meetings (i.e., Joint Labor Management Meetings) between the Union and  
80 the District. The Union shall make reasonable efforts to give a minimum of 24 hours advance  
81 notice for standing and planned meetings. For ad hoc or unplanned meetings (e.g., grievance  
82 meetings, disciplinary hearings, or meetings otherwise rescheduled without adequate notice) the  
83 District shall provide paid release of employees as requested by the Union.

84

85 **G. Newly Hired Employees**

86

87       1. This Article applies to “newly hired employees” as defined under Government  
88 Code section 3555.5 who are: (a) hired by the District into a classification within the bargaining  
89 unit for which Local 721 is recognized as the exclusively recognized employee organization; or  
90 (b) current District employees who are new members to Local 721 due to accretion, promotion,  
91 or demotion.

92

93       2. The District shall provide Local 721 mandatory access to all District or District-  
94 sponsored new employee orientations. Unless otherwise communicated by the District, new  
95 employee orientations are typically held the Friday morning following the monthly board of  
96 trustees meeting. The District may provide shorter notice where there is an urgent need to  
97 provide shorter notice critical to the District’s operations that is not reasonably foreseeable. The  
98 District shall provide the written notice of the orientation to email address of the chapter  
99 identified individual. Representatives of the Union shall be permitted to make a presentation of  
100 up to thirty (30) minutes to newly hired employees in the bargaining unit at the end of the newly  
101 hired employees’ orientation meeting and may present written materials. Local 721’s  
102 presentation shall occur in a portion of the orientation for which attendance by the newly hired  
103 employees is mandatory. No non-bargaining unit representative of management shall be present  
104 during the Union’s presentation.

105

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106       3.     The District shall grant up to one (1) hour of release time for Stewards to  
107 participate in each orientation, including preparation and travel time. Orientations will be held  
108 on District property during the workday of the newly hired employee, unless circumstances  
109 require that the orientations be held online. If the District has not conducted a new employee  
110 orientation within thirty (30) days of a newly hired employee's start date, Local 721 shall be  
111 entitled to schedule an in-person meeting at the employee's worksite during work hours, during  
112 which the newly hired employee shall have the opportunity to attend and shall be relieved of  
113 other duties for the purpose of attending the meeting. During this meeting, the Local 721 shall be  
114 permitted to communicate directly with newly hired represented employees for up to thirty (30)  
115 minutes of paid time. No non-bargaining unit representative of management shall be present  
116 during the Union's presentation. The District shall provide appropriate on-site meeting space  
117 within seven (7) calendar days of receiving a request from Local 721.

118  
119       4.     The District shall send to the Union a list of all newly hired employees hired into  
120 a classification represented by Local 721 scheduled to attend new hire orientations including:  
121 each employee's first name, middle initial, last name; employee identification number; employee  
122 hire date; employee job classification; department, work location, home, and personal cellular  
123 telephone numbers, personal and work email addresses on file with the District. This list shall be  
124 provided within 30 days of the date of hire.

125  
126 **ARTICLE 5 – DUES DEDUCTION, COPE, INDEMNIFICATION**

127  
128 **A.     Payroll Deductions**

129  
130       1.     Each pay period, Local 721 shall provide the District with an "authorized  
131 deduction report" which includes bargaining unit members who have authorized the deduction of  
132 Local 721 dues, COPE and other deductions and the deduction amounts. The District will honor  
133 revocable, written employee authorizations for dues deduction as required by provisions of the  
134 Education Code. Upon the written notification from Local 721 of the unit members Local 721  
135 has certified to have requested dues deductions and will maintain the employee authorizations,  
136 the District shall deduct the amount of Local 721 dues, in accordance with Local 721's dues  
137 schedule from each unit member's salary or wages. The District shall remit dues deductions to  
138 the Union via a non-payroll warrant within ten (10) business days of each payday.

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140        2.     The District shall also provide the breakdown of each amount remitted (i.e., Dues,  
141 COPE, Supplementary Benefits, etc.) to dues@seiu721.org within ten (10) business days of each  
142 payday. The District shall send to the Union a list of all employees in the bargaining unit  
143 including: each employee's name; employee hire date; employee job classification; department,  
144 work location, home, and personal cellular telephone numbers, personal and work email  
145 addresses on file with the District. This information shall be sent to dues@seiu721.org at least  
146 once every 120 days.

147

148        **B.     Questions Regarding Local 721 Membership**

149

150        The District shall refer all employee questions or requests about Local 721 membership  
151 or Local 721 dues to the Local 721 Stewards or other designated officer. The District shall rely  
152 upon the written notification from Local 721 described here before processing any dues  
153 deduction or revocation request. Local 721 shall not unreasonably delay providing notice to the  
154 District of any change in the employee's membership status. Local 721 is responsible for  
155 processing any employee request to cancel or change authorizations for dues deductions.

156

157        **C.     Changes in Dues**

158

159        Local 721 will submit any changes in its dues schedule to the District, in writing, thirty  
160 (30) calendar days prior to the effective date of the changes. Local 721 shall also send the  
161 District a copy of the notification of the increase that has been sent to all bargaining unit  
162 members.

163

164        **D.     Committee on Political Education ("COPE")**

165

166        Employees may make voluntary contributions to the Union's registered political action  
167 committees. The District shall make the deduction of the voluntary contributions in the same  
168 manner as the dues deduction process. Every pay period the Union will notify the District with a  
169 list of employees and the appropriate deduction amount on the "authorized deduction report" of  
170 the employees who have signed an authorization for the COPE deduction. Employees may  
171 discontinue voluntary political deductions by providing notice of cancellation to the Union and  
172 the Union shall transmit such notice of cancellation to the District by the next full pay period  
173 cycle

174

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175    **E.    Indemnification**

176

177            Local 721 agrees to indemnify and hold harmless the District against any and all  
178            liabilities, claims, or actions which may be brought against the District, the District's Board of  
179            Trustees individually or collectively, or the District's officers, employees or agents, for any  
180            claims made by an employee arising out of or in connection with this Article, including claims  
181            made due to payroll deductions made in reliance on information provided by Local 721 to the  
182            District to cancel or change membership dues authorization, including reimbursement for all  
183            costs, expenses, fees and judgments incurred by the District in providing an effective defense  
184            against all lawsuits or other legal proceedings, arising out of and in connection with this Article  
185

186    **ARTICLE 6 – NONDISCRIMINATION**

187

188            1.        The District and/or SEIU 721 shall not illegally discriminate against any member  
189            of the bargaining unit on account of race, religious creed, color, national origin, ancestry,  
190            disability, medical condition, marital status, sex, age, political affiliation, domicile, sexual  
191            orientation, or membership and/or participation in any employee organization as defined by  
192            EERA.

193

194            2.        The District and/or SEIU 721 shall not illegally impose or threaten to impose  
195            reprisals on employees, to discriminate or threaten to discriminate against employees, or  
196            otherwise to interfere with, restrain, or coerce employees because of their exercise of rights  
197            guaranteed by the EERA.

198

199    **ARTICLE 7 – SALARIES**

200

201    **A.    Wage Reopener for 2026-2027 and 2027-2028 Fiscal Years**

202

203            The parties agree that Local 721 may re-open Article 7 for bargaining in advance of the  
204            2026-2027 and 2027-2028 fiscal years.

205

206    **B.    Salary Schedule and Cost of Living Adjustment**

207

208            1.        The salary range for each classification in the bargaining unit is set forth in  
209            Appendix [X] to this MOU. The step and column of the salary schedule defines an employee's

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210    “base wage.” Employees receiving an evaluation with an overall rating of meets expectations  
211    and who have been in their management position for at least six months shall automatically  
212    progress to the next step of the salary schedule as of July 1.

213

214        Effective July 1, 2025 (retroactively), the salary schedule for the 2025-2026 fiscal year  
215    shall be increased by 2.3%.

216

217

218

219    **C.      Service Increments for Longevity**

220

221        The District shall provide salary increments for continuous service from the first date of  
222    full-time, non-faculty, paid service with the District, including if such service was in more than  
223    one District position or classification. Employees with breaks in service of less than 36 months  
224    shall still receive service increments from the pre-break date of paid, probationary service, upon  
225    return to the District.

226

227        Effective July 1, 2025 (retroactively), the following percentages shall be added to the  
228    base wage of the employee:

229

230

231        - After 10 years – additional 2.5% over base wage  
232        - After 15 years – additional 2.5% over base wage  
233        - After 20 years – additional 2.5% over base wage  
234        - After 25 years – additional 2.5% over base wage  
235        - After 30 years – additional 2.5% over base wage

236

237    **ARTICLE 8 – WORK SCHEDULE AND WORK HOURS**

238

239        1.        Supervisory employees are expected to fulfill their duties consistent with the  
240    needs of their assignment. Hours may vary based on operational demands and professional  
241    responsibilities.

242

243

244        .

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245 2. FLSA-exempt employees shall be compensated on a salaried basis and are not eligible for  
246 overtime. They are expected to manage their time consistent with their job responsibilities,  
247 including periods of higher or lower workload. Specific hours worked may vary and are not  
248 subject to hourly accounting, except as required by law or operational policy.

249

250

251 3. Rest and Lunch Breaks. Employees shall be given the opportunity to take rest breaks  
252 including a one-hour lunch break each day at approximately the mid-day. Lunch breaks should  
253 be taken in coordination with operational needs and department schedules, and are generally  
254 during the mid-point of one's workday.

255

256

**257 ARTICLE 9 – SPECIAL PAY PRACTICES AND DIFFERENTIALS**

258

**259 A. Work Out of Classification**

260

261 1.

262

263 Supervisory employees may be temporarily assigned additional responsibilities  
264 consistent with their leadership role. Compensation adjustments, if any, will be at the sole  
265 discretion of the District and are not subject to grievance. No minimum or automatic differential  
266 shall apply.

267

268

269

270 2. Employees who serve on the Emergency Committee, or who receive and perform  
271 work assignments on behalf of the Emergency Committee outside of the normal work schedule  
272 shall be compensated. Such compensation shall be provided at the District's discretion and only  
273 in extraordinary circumstances requiring an extended response.

274

**275 B. Bilingual Differential**

276

277 Employees that complete the required certification process and are required in their job  
278 descriptions to speak, read, or write in another language as part of their duties may be eligible for

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279 a bilingual differential of up to \$150 per month, subject to operational need and prior written  
280 approval by Human Resources.

281

**282 ARTICLE 10 – REASONABLE WORKLOAD AND SAFE WORK ENVIRONMENT**

283

**284 A. Reasonable Workload**

285

286 The District shall provide reasonable, safe working conditions, material and equipment  
287 consistent with accepted standards for the nature of the work performed.

288

**289 B. Safe Work Environment**

290

291 The District shall comply with all state and federal regulations, including the California  
292 Occupational Safety and Health Act, in regard to safe and healthful working conditions at the  
293 work site.

294

**295 ARTICLE 11 – PERFORMANCE EVALUATIONS**

296

297 1. The District shall not use a so-called “360” evaluation more than once every 3  
298 years for any employee.

299

300 2. Performance evaluations shall be performed annually for all management  
301 employees. The evaluation period shall be from July 1st through June 30th. The evaluation  
302 process shall begin on August 1st and be completed by no later than December 1st.

303

304 3. The evaluator’s written evaluation shall consist of each of the following  
305 performance areas and shall take into consideration the responses from colleague feedback, when  
306 applicable:

307

- 308 A. Leadership
- 309 B. Management of Human & Fiscal Resources
- 310 C. Knowledge & Expertise
- 311 D. Planning & Review (including outcomes assessment)
- 312 E. Decision Making & Problem Solving
- 313 F. Teamwork & Collaboration

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314                   G. Communication  
315                   H. Professional Development  
316                   I. Commitment to Diversity, Inclusion, and Equity

317  
318                   For each of these areas, the evaluator may offer written comments and provide one of the  
319 following overall summary ratings:

320  
321  
322                   Meets Expectations  
323                   Needs Improvement  
324                   Unsatisfactory

325  
326                   4. If an employee receives an overall evaluation of Needs Improvement or  
327 Unsatisfactory, the supervisor shall include a description of specific instances of the  
328 unsatisfactory performance and shall work with the supervisor to develop a written Performance  
329 Improvement Plan (“PIP”). The PIP shall address all the areas for improvement the supervisor  
330 identified, including: (1) a description of the areas for which improvement is needed; (2) an  
331 improvement plan for the unit member to achieve satisfactory performance; (3) resources to  
332 support and assist in achieving satisfactory performance; (4) the standards or objectives which  
333 must be met by the employee in order to achieve satisfactory performance; (5) and a timeline not  
334 exceeding three months

335  
336                   5. The substance of any evaluation, including the observations, opinions, and conclusions of the  
337 evaluator, shall not be subject to the grievance procedures.

338                   **ARTICLE 12 – DISCIPLINE AND DISCHARGE**

339  
340  
341                   **B. Progressive Discipline**

342  
343                   The District acknowledges that discipline can sometimes be avoided through setting clear  
344 expectations with employees.

345  
346                   When applicable, discipline shall be applied consistent with the principles of progressive  
347 discipline. The usual steps in progressive discipline may be: (1) first written warning; (2)  
348 suspension; and (3) discharge. The District may bypass progressive discipline steps if the

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349 District determines the conduct is so egregious that a greater level of discipline, including  
350 discharge, is warranted. Alternatively, the District may repeat steps of progressive discipline if it  
351 believes that a greater level of discipline is not warranted.

352

353

354

**355 ARTICLE 13 – JOB VACANCIES**

356

357 The job vacancy notice shall include: the job title, a brief description of the position and  
358 duties, the minimum qualifications required for the position, the assigned job site, the number of  
359 hours per week and months per year assigned to the position, the salary range, and the deadline  
360 to fill the vacancy.

361

**362 ARTICLE 15 - VACATION**

363

364 Employees shall accrue vacation at the following rates per fiscal year, from July 1  
365 through June 30:

366

367 All management employees shall be granted 22 working days of paid vacation per fiscal year.  
368 Vacation accrual will be prorated for employees hired or separated during the fiscal year.  
369 Scheduling of vacation time must be approved in advance by the employee's supervisor to  
370 ensure continuity of operations. Unused vacation days may be carried over in accordance with  
371 district policy and applicable state regulations.

372

373

374

375 Employees shall be entitled to accrue up to, and roll over vacation hours, up to a cap of 44 days  
376 (352 hours).

377

378

**379 ARTICLE 16 – HOLIDAYS**

380

**381 A. Calendar Holidays**

382

383 1. The District shall provide paid holidays on the following calendar days.

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384

385        (1)    New Year's Eve

386        (2)    New Year's Day

387        (3)    Martin Luther King, Jr. Day

388        (4)    Lincoln Day

389        (5)    Washington Day

390        (6)    Cesar Chavez Day

391        (7)    Friday of Spring Vacation Week

392        (8)    Memorial Day

393        (9)    Juneteenth

394        (10)   Independence Day (July 4, or the closest day to July 4 if this occurs on a weekend)

395

396        (11)   Labor Day

397        (12)   \*California Admission Day (Floating Holiday)

398        (13)   Veterans' Day

399        (14)   Thanksgiving Day

400        (15)   The day after Thanksgiving

401        (16)   Christmas Eve Day

402        (17)   Christmas Day

403

404        2.      When any holiday or alternative observance day falls on a scheduled workday or  
405 if the employee is required to work on a holiday, an employee covered by this Agreement shall  
406 receive a floating holiday. This additional holiday will be scheduled by the employee's  
407 supervisor according to the needs of the department and must be taken during the scheduled  
408 school year to create at least a three-day weekend.

409

410

411        3.      If, for any academic year during the term of this Agreement, the District  
412 determines that California Admission Day is to become a scheduled day of instruction on the  
413 District's academic calendar, such holiday shall be converted to a floating holiday for employees  
414 in the unit. This additional holiday will be scheduled by the employee's supervisor according to  
415 the needs of the department and must be taken during the scheduled school year to create at least  
416 a three-day weekend.

417

418        **B.      Winter Break Days(District-scheduled)**

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419

420       1. The District shall provide and schedule three (3) winter break days to each

421            employee.

422

423 **ARTICLE 22 – MISCELLANEOUS BENEFITS**

424       **A. Computer Loan Program**

427       The District provides an interest-free loan to employees for the purchase of computer  
428 hardware or software. The maximum amount of the loan is \$4,000. Eligible employees have  
429 been employed by the District for one year and are eligible to receive health and welfare  
430 benefits. There may only be one loan outstanding. The initial loan must be repaid in full before a  
431 subsequent loan can be processed. The maximum repayment period is two years. The  
432 repayment method is through payroll deduction. Employees must identify a vendor and present  
433 an invoice to Fiscal Services, Payroll Section in order for the loan to be processed. A check will  
434 be made out to the vendor. Installation/maintenance of the computer equipment/software is the  
435 responsibility of the employee.

436  
437