

CSEA

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE
JULY 1, 2024 THROUGH JUNE 30, 2027

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its Elk Grove Chapter #831 (CSEA)**



AFL-CIO

**California School
Employees Association**

ELK GROVE UNIFIED SCHOOL DISTRICT



ELK GROVE UNIFIED
SCHOOL DISTRICT

ELK GROVE UNIFIED SCHOOL DISTRICT

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CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its ELK GROVE CHAPTER #831 (CSEA)

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Article 1
PURPOSE OF AGREEMENT

- 1.1 It is the purpose of this Agreement to promote more effective and efficient educational programs through a binding and bilateral agreement by and between the District and CSEA. This Agreement will preserve both the public interest and management responsibility and also recognizes the legitimate interest of employees represented by CSEA.
- 1.2 The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the Elk Grove Unified School District (“District”) and the California School Employees Association and its Elk Grove Chapter #831 (“CSEA”), an employee organization.
- 1.3 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government code.

The parties agree to a new three (3) year term for the collective bargaining agreement. The new term of the collective bargaining agreement shall begin on July 1, 2024 and shall expire on June 30, 2027. Negotiations for the 2024-2025 and 2025-2026 school years are completely resolved with no reopeners. Except as provided in this Tentative Agreement, all other terms and conditions of the parties’ collective bargaining agreement shall remain in full force and effect. For the 2026-2027 school year, the parties agree to reopen negotiations on salary, benefits and an additional two articles identified by each party.

ARTICLE 2
RECOGNITION

- 2.1 The District recognizes CSEA as the exclusive representative for classified instructional support employees as set out in the PERB election certification below:

Child Associate
Educational Interpreter for the Deaf & Hard of Hearing
Family Advocate, Bilingual
Family Advocate, General
Health Assistant, Special Education
Job Development Specialist
Paraeducator I*
Paraeducator II*
Paraeducator III*
Paraeducator IV*
Paraeducator – Early Childhood Education
Paraeducator – Special Education, Visually Impaired
Parent Liaison
Program Associate, Bilingual
Program Educator
Project Implementor – Elk Grove Adult & Community Education
Project Implementor – Substance Abuse Prevention Educator
Teaching Associate, Bilingual Translator/Interpreter
Teaching Associate, General
Teaching Associate, Infant/Toddler Program
Teaching Associate, Arts Education

* Prior to June 30, 2014 former associated classifications of Paraeducator – Special Education, Inclusive Education/Severely Disabled; Paraeducator – Special Education, Independent Living Skills; and Paraeducator – Special Education, Severely Disabled merger.

- 2.2 Changes in the approved unit will be accomplished subject to existing Public Employment Relations Board regulations.
- 2.3 “Association” means the California School Employees Association, Elk Grove Chapter #831 and its labor representatives.

ARTICLE 3

ASSOCIATION RIGHTS

- 3.1 Pursuant to the appropriate State laws, the District agrees that employees in this represented unit shall have the right to freely organize, join, and support CSEA for the purpose of representation in the meeting and negotiating process.
- 3.2 CSEA and its representatives may use school facilities at reasonable hours in accordance with the District's use of facilities policy, provided that this shall not interfere with the work schedule or interrupt other normal school activities. The site manager may designate a suitable and adequate place if there would be conflict with other scheduled activities.
- 3.3 Duly authorized representatives of CSEA shall be permitted to transact official CSEA business on school property at reasonable times provided that this shall not interfere with the work schedule or interrupt other normal school facility use except as set out in the grievance article or disciplinary article. Such utilization shall not be for organizing other units of the District except as required by EERA.
- 3.4 The District may permit CSEA to use school equipment provided that the following conditions are met: (1) cost of any use including but not limited to supplies is reimbursed the District, (2) the equipment is not used for political purposes in violation of Education Code Section 7054, and (3) the use is approved in advance by the site or area manager.
- 3.5 CSEA shall have the right as a recognized classified employee organization to post notices of activities and matters of CSEA concern on employee bulletin boards. At least a portion of one bulletin board shall be provided for this purpose in each school building where unit members are assigned. Such communications to bargaining unit members shall be posted only on the designated bulletin board. CSEA may use the District's regular employee mail boxes for communications to its bargaining unit members. Site representatives shall have access to mail boxes for distribution of CSEA materials. The District agrees to provide a location at the Education Center Mail Room for CSEA to receive correspondence. All communications posted on a bulletin board, sent through school means of distribution, or placed in employee mail boxes by CSEA, shall have proper identification of CSEA. A copy of non-confidential CSEA materials distributed to bargaining unit members shall be sent to the Director of Human Resources Except for CSEA's elections, political campaign literature shall not be posted on school bulletin boards or distributed by CSEA or any of its bargaining unit members, nor shall school facilities or equipment be used in any manner for political purposes in violation of Education Code Section 7054 by CSEA.

Email access will be provided within a reasonable time to unit member upon request. CSEA will have right of access to the email system provided that it be used in compliance with the email policy and not be used in violation of Education Code 7054 (or 7055).

- 3.6 The District agrees to furnish CSEA, on written request, information concerning the financial resources of the District, including annual financial reports and audits, preliminary budget requirements and allocations, agendas and minutes of Board meetings, quarterly update to bargaining unit member list, and such other information that will assist CSEA in developing intelligent, accurate, informed, and constructive programs on behalf of employees. CSEA and

the District agree in disputed instances over the provision of information to meet and discuss the purpose of the information and the most efficient and cost effective way to accommodate CSEA's request.

- 3.7 The private and personal life of any employee is not within the appropriate concerns or attention of the District except as it may adversely affect the schools.
- 3.8 Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of the right to engage or not to engage in CSEA activity.
- 3.9 Within sixty (60) days after the effective date of this Agreement and future Agreements, CSEA contracts will be published on the internet and hard copies will be provided to the Executive Board/Negotiation team and one per Site Representative.
- 3.10 Reasonable release time shall be provided for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the District and CSEA, and disciplinary representation. Every effort will be made to minimize negative impact of release time on the teaching of students. Required documentation will be completed to account for necessary release time.
 - 3.10.1 If a District or Site committee is formed to address the development or implementation of student curriculum and/or programs, CSEA may share their interests with the appropriate Human Resources administrator and discuss opportunities for input to and/or participation on such committee.
- 3.11 Organizational Leave, designated officers of CSEA, including, but not limited to President, Vice President, Secretary, Treasurer, Public Relations Officer, and Job Stewards, may be provided reasonable release time for organizational activities. Total amount of organizational leave shall not exceed thirty (30) days per year with the exception of conference delegates. The District will provide ten (10) additional days of release time for unit members to attend conferences. CSEA officers may distribute the days as they choose. CSEA shall provide the District a list of all officers, including job stewards and site representatives, in January of each year. The District shall provide CSEA with a quarterly bargaining unit list. Those officers receiving release time shall complete the necessary documentation to account for release time. In the event that the designated officers exceed the thirty (30) days per year, the parties agree to meet and confer to accommodate the needs of CSEA to represent their members.
- 3.12 CSEA shall be invited to attend the Human Resources Orientation, to be held approximately monthly, for new employees or for employees new to their classification and CSEA shall be on the agenda to present information regarding the collective bargaining agreement to bargaining unit members.

[Bargaining Intent Note: Effective January 1, 2026, the District will implement an orientation program for all new classified CSEA employees. Such orientations shall be required of all new CSEA classified employees, shall be held approximately once a month in person for all new CSEA classified employees, who shall be in paid status during the orientation.]

DISTRICT NOTICE TO CSEA OF NEW HIRES

- 3.13 The District shall provide CSEA notice of any newly hired employee within 10 days of hire via an electronic mail. The notice will include the following information: full legal name, date of hire, classification, and site.

EMPLOYEE INFORMATION

- 3.14 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the CSEA unit.
- 3.15 The District shall provide CSEA with contact information on the new hires that it has in its possession consistent with AB 119, unless the newly hired employee has filed a request to limit disclosure or has an alternate State address due to participation in the State Victims Assistance Program.
- 3.16 "Contact information" is defined as: First Name, Middle Initial, Last Name, Suffix (e.g. Jr., III), classification, department, primary worksite name, home street address (including apartment number), city, state, zip code (5 or 9 digits), home telephone, if provided, and personal cellular number (10 digits), if provided, personal email address, and Employee ID.
- 3.17 The contact information will be provided to CSEA electronically on the last working day of the month in which they were hired, with each field in its own column.
- 3.18 Contact information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District subject to the limitations included in Section 3.15.
- 3.20 Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information with each field in its own column, on the last working day of September, January, and May.

NEW EMPLOYEE ORIENTATION

- 3.21 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters.
- 3.22 District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.
- 3.23 During CSEA's portion of the orientation session, no District manager or supervisor or non-unit employee shall be present.

ARTICLE 4

MANAGEMENT RIGHTS AND EMPLOYER POWERS

- 4.1 It is understood and agreed that the District retains all powers and authority to direct and control District operations to the full extent of the law. Included but not limited to those duties and powers are the rights in accordance with applicable laws and District regulations to:
- 4.2 Direct the work of employees, determine the means and services to be provided, establish the educational philosophy and the goals and objectives of the District, school and/or other activity, insure the rights of students, employees, managers, and Board of Education members, determine the number and kinds of personnel required, determine new job descriptions except for salary placement, maintain the efficiency of the District operation, build, move or modify the facilities, develop a budget, develop and implement budget procedures, and determine the methods of raising revenue. In addition, the District retains the right to hire, assign, evaluate, terminate, and discipline employees.
- 4.3 Further, the District reserves the right to do all that is necessary to exercise the foregoing powers, rights, authority, duties and responsibilities, including but not limited to, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, and shall be limited only by the specific and express terms of this Agreement in conformance with the laws of the State of California.

ARTICLE 5

ORGANIZATIONAL SECURITY

- 5.1 CSEA shall provide the District with a certified list of those employees who have authorized membership dues deductions from their salary.
- 5.2 It is the mutual intention of the parties that the provisions of this article protect the rights of individual employees and CSEA 's right to represent the interests of unit members.
- 5.3 CSEA has the sole and exclusive right to have employee organization membership dues deducted from employees in the bargaining unit.
- 5.4 After notification from CSEA of the employees who have elected membership, the District shall deduct, in accordance with the CSEA dues schedule, state and chapter dues, from the wages of all employees who elect to be members of CSEA. The employer shall, without charge, pay to CSEA within thirty (30) days of the deduction, all sums so deducted.
- 5.5 If any member of CSEA indicates their intention to revoke their membership status, the District shall immediately refer the member to the CSEA Labor Relations Representative and they will be responsible for processing these requests. The District will rely on information provided by CSEA regarding dues payroll deductions.
- 5.6 CSEA agrees to defend, indemnify, and hold the District harmless in any action taken to implement the terms of Article 5 of this agreement, and for any claims by employees for deductions made in reliance on Article 5 of the parties' collective bargaining agreement, CSEA's notification to the District. or information that CSEA provides to the District regarding employee payroll deductions.

ARTICLE 6

GRIEVANCE PROCEDURE

DEFINITIONS

- 6.1 A “grievance” is a claim by an employee or CSEA that there has been a violation, misinterpretation, or misapplication of this Agreement.
- 6.2 A “grievant” is a bargaining unit member, a group of unit members or a CSEA representative. Class action grievances shall be initiated by CSEA.
- 6.3 A “party of interest” is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 6.4 For purposes of this procedure a day is any day in which the District Office is open for business.

PURPOSE

- 6.5 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the interpretation and application of this Agreement which may affect wages, hours, and terms and conditions of employment. The proceedings will be kept confidential and as informal as may be appropriate at any level of the procedure.
- 6.6 Because CSEA and the District want to resolve grievances while the facts are fresh, the time limits specified should be considered firm but may be extended by mutual agreement in writing.
- 6.7 Pre-Grievance requirements: Any grievant with a problem requiring resolution will first discuss the problem with the appropriate immediate supervisor within twenty (20) calendar days of the event or circumstances occasioning the alleged grievance. A grievant must summarize their concerns in writing and transmit a copy of their concern to the immediate supervisor prior to the discussion. Employees are entitled to representation by CSEA at all levels of this process. After the informal meeting, the immediate supervisor shall respond in writing within five (5) days after the pre-grievance discussion. A teacher is not the appropriate person for the presentation of a grievance.
- 6.8 An employee shall file a grievance in writing with the responsible Human Resources administrator with copies to the President of CSEA Chapter #831, and the immediate supervisor.
- 6.9 If resolution is not reached after the pre-grievance discussion, a formal grievance may be filed within ten (10) days after receipt of the pre-grievance response. A grievant shall file

a grievance in writing with the Director of Human Resources with attached copies of the pre-grievance statement and response.

- 6.10 Within ten (10) days after receipt of the written grievance, the Director Human Resources or their designee shall meet with the grievant in an effort to resolve the grievance. The District shall respond in writing within ten (10) days of the grievance meeting.
- 6.11 If the grievance is not resolved in the meeting or if the written decision rendered does not resolve the matter, CSEA may within fifteen (15) days of the written decision specified in Section 6.10 above, request in writing that the grievance be submitted to an arbitrator.

ARBITRATION

- 6.12 After a grievance has been submitted for arbitration by CSEA, the District shall request from the State Mediation and Conciliation Service a list of five (5) arbitrators experienced in resolving grievances in public schools. From the list of five (5) arbitrators from the State Mediation and Conciliation Service names will be struck by the parties until one name remains. The flip of a coin will be used to determine who strikes first.
- 6.13 Prior to the arbitration hearing, CSEA and the District shall attempt to develop a written description of the grievance and steps through which it has moved including the question or issue which must be answered or solved. The document, if and when agreed to and signed by both parties, will become the charge for the arbitrator.
- 6.14 The parties shall schedule a hearing as expeditiously as possible before the arbitrator at which either party may call witnesses and present evidence relevant to the arbitration issues.
- 6.15 The arbitrator's decision will be in writing and will set forth to all parties their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement, or the written policies, rules, regulations, and procedures of the District. Should it become necessary to decide an issue, an arbitrator is required to review issues of "external law". Provided that the arbitrator abides by their jurisdictional mandates, doesn't commit fraud, or have a conflict of interest, the decision of the arbitrator shall be binding.
- 6.16 All costs for the direct services of the arbitrator will be borne equally by the District and CSEA. Other costs will be borne by the party incurring them. Costs of a transcript, if used by a party, shall be borne by the party requesting the transcript.

MISCELLANEOUS

- 6.17 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the grievance procedures by reason of such participation.
- 6.18 An employee may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative of CSEA. An employee may at any time present grievances to the District and have such grievances adjusted without the intervention of CSEA as long as the adjustment is reached prior to arbitration and the adjustment is consistent with the terms of this

written Agreement. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

- 6.19 CSEA shall (on its own behalf or on the behalf of the affected employees) initiate with the Director of Human Resources a grievance which affects more than one employee at more than one location.
- 6.20 Decisions rendered will be in writing specifying the decision and the reasons and will be transmitted promptly to the grievant. Time limits for appeal shall begin the day following receipt by the grievant of the written decision. The District shall maintain a log of the dates that decisions are transmitted.
- 6.21 When it is necessary for a grievant and their representative or an employee is requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay. To assure uninterrupted service to students, an effort will be made to hold grievance hearings outside the grieving employee's workday if feasible.
- 6.22 All documents, communications, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 6.23 Appropriate forms for the filing and processing of grievances will be developed jointly by the District and CSEA and provided by the District or CSEA, as necessary, at the cost of the District.
- 6.24 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level of the grievance procedure.
- 6.25 For complaints unit members have against other employees of the District, a unit member may file a formal complaint pursuant to Board Policy. However, the unit member is strongly encouraged to resolve issues at the lowest possible level, i.e., in appropriate instances, directly contact the person who the unit member believes is the source of the problem and share their feelings. If that is unsuccessful, the unit member should go to the principal or another administrator; and, if unsuccessful, seek the assistance of an internal mediator scheduled by Human Resources. If all these steps fail to yield a satisfactory result, then the unit member may file a formal complaint.

ARTICLE 7

DEFINITIONS

- 7.1 “Administrator” means any Administrator designated by the Board of Education.
- 7.2 “Agreement” is the current collective bargaining agreement between CSEA and Elk Grove Unified School District.
- 7.3 “Assignment” means that each position in a classification shall have a regular minimum number of assigned hours per day, days per week and months per year.
- 7.4 “Association” means the California School Employees Association, Elk Grove Chapter #831 and its labor representatives.
- 7.5 “Bargaining Unit” means the employees represented by CSEA pursuant to Article 2, Recognition.
- 7.6 “Classification” means that each position in the classified service shall have a designated title and a specific statement of the duties required to be performed by the employees in each such position and the regular monthly salary ranges for each such position.
- 7.7 “Day” for purposes of Article 6 grievance procedures is any day in which the District Office is open for business.
- 7.8 “Employee” means a member of the CSEA bargaining unit.
- 7.9 “Employer” means Elk Grove Unified School District.
- 7.10 “Evaluator” means an Administrator designated by the District. Non-administrative Certificated and Classified bargaining unit members shall not be designated as evaluators of CSEA bargaining unit members.
- 7.11 “Grievant” means a bargaining unit member, a group of unit members or a CSEA representative.
- 7.12 “Grievant Party in Interest” is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 7.13 “PERB” means the Public Employment Relations Board.
- “Permanent” as used in the phrase “permanent employee” is a member of the bargaining unit who has completed an initial probationary period consistent with Education Code section 45113 in a class not to exceed six months or one hundred thirty(130) days of paid service, whichever is longer. Service toward permanent status shall not include time as a substitute employee.
- 7.14 “PERS” means the Public Employees Retirement System also known as CalPERS.
- 7.15 “Primary Administrator/Immediate Supervisor” means an Administrator designated by the District. Non-administrative Certificated and Classified bargaining unit members shall not be designated as evaluators of CSEA bargaining unit members.

- 7.16 “Probation” is a period of six months excluding all non-contractual days (examples: winter, spring and summer breaks) that an employee must satisfactorily complete to be made a permanent employee.
- 7.17 “Probationary employee” is a member of the bargaining unit who has not completed the required probationary period.
- 7.18 “Reclassification” means the upgrading of a position to a higher classification as a result of the gradual increase of the nature of the duties being performed by the incumbent in such position.
- 7.19 “Seniority” means length of service shall be the only criterion used to effect layoffs as defined in Article 12 of the parties’ collective bargaining agreement. Length of service means first date of employment as defined in Article 12 of the parties’ collective bargaining agreement.
- 7.20 “Short-term employee” means any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.
- 7.21 “Substitute employee” means any person employed to replace any classified employee who is temporarily absent from duty. In addition, if the District is then engaged in a procedure to hire a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through the employment process for not more than sixty (60) calendar days, of one or more substitute employees.

ARTICLE 8

DUTY HOURS AND WORKING CONDITIONS

Upon final approval of the school year calendar by the District, Human Resources and CSEA shall meet and confer on designated CSEA work year calendars.

WORK DAY, WORK WEEK, WORK YEAR, HOURS

- 8.1 The work day, work week, work year and working conditions for all unit members shall be established and fixed by the District except as restricted below.
- 8.2 The work week shall normally consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.
- 8.3 Nothing in this Article shall be deemed to bar the District from establishing a work day of less than eight (8) hours or a work week of less than forty (40) hours for any or all of its classified positions.
- 8.4 The District may modify the work year or shift hours of a classification or a position within a classification. The District shall provide ten workdays' notice regarding a modification to work year or shift hours. This section is not intended to address the issue of layoff or hours reduction for which there is a specific system elsewhere in this Agreement.
 - 8.4.1 If a unit member is dissatisfied as a result of the modification of hours or work year, he/she may appeal to the Director of Human Resources for Classified Personnel and CSEA within ten (10) days of notification. Such appeal shall be in writing, including the specific problem, reason for dissatisfaction, and desired solution.
 - 8.4.2 The Director of Human Resources and CSEA will consider possible alternatives including providing multiple vacancy options from which the employee may choose. Such a transfer shall not count toward the employee's one time right to transfer per school year. The District shall provide the unit member a written response within ten (10) days of receiving the appeal.
- 8.5 New positions can be created with split shifts. To split the shift of an existing position the District and the unit member must agree in writing. A unit member who agrees to split the shift for existing hours is entitled to a ten percent (10%) hourly increase for all hours worked. A split shift is a break in assigned work hours which exceeds sixty (60) minutes.
- 8.6 Any unit member who is assigned to work an average of thirty (30) minutes or more per day in excess of their regular part-time assignment for a period of twenty (20) consecutive working days or more or an average of fifty (50) minutes or more per day per quarter shall have their work agreement adjusted to reflect the longer work day effective with the next pay period back to the first date of consecutive extended hours. All seniority leaves and other fringe benefits (sick leave, vacation, and holiday pay) shall reflect the change. Unit members shall be paid the same rate of pay for the additional hours.

- 8.7 Job descriptions for all positions subject to the Agreement will be developed by the District and made available for each employee. Any bargaining unit member may submit written recommendations regarding their job descriptions to the Human Resources Department. No changes in existing job description shall be made without agreement with CSEA.
- 8.8 When an employee believes that he/she is being asked to perform work that is inconsistent with their job duties, the employee shall discuss the concerns with their immediate supervisor without being reprimanded. The employee shall have the right to representation at this meeting.
- 8.9 The District will provide as determined by the unit member's supervisor all necessary technology, equipment, and supplies for bargaining unit members to perform their duties and responsibilities. If a concern develops where an employee feels they are not provided with the necessary technology, equipment and supplies, CSEA and the District will meet & confer.
- 8.10 Unit members shall be entitled to an unpaid, uninterrupted lunch period after the unit member has been on duty for five (5) hours. The length of time for such lunch period shall be not less than one-half (1/2) hour nor more than sixty (60) minutes.

MEAL PERIODS

8.11

- 8.11.1 If necessary for the efficient performance of District work, the lunch period may be scheduled before the unit member has worked four (4) hours.
- 8.11.2 When a work period of less than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the unit member and the District. (Six or more hours requires a thirty (30) minute lunch period.)
- 8.11.3 The District may provide an unpaid, uninterrupted lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes for unit members who are on duty for less than five (5) hours.

REST PERIODS

- 8.12 Unit Members shall be entitled to one fifteen (15) minute paid rest period per each work period lasting four (4) hours or longer except that any employee who works eight (8) hours per day shall be entitled to two (2) such periods.

OVERTIME

- 8.13 Except as otherwise provided herein, all assigned overtime hours as defined in this Article shall be compensated at a rate of pay equal to one and one half (1 ½) times the regular rate of pay of the unit member. Unit members may not extend their regularly scheduled hours into overtime without the knowledge and approval of their immediate supervisor.
- 8.13.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or on any one shift, or in excess of forty (40) hours in any calendar week.
- 8.13.2 Overtime may be worked prior to the regularly assigned starting time or subsequent to the assigned quitting time or as otherwise defined in Education Code Section 45128.

8.13.3 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth day of work.

8.13.4 Overtime shall be distributed and rotated as equally as practical among qualified unit members within each appropriate department or site.

HOLIDAY WORK

8.14 All assigned hours worked on holidays designated by this Agreement shall be compensated at two and one-half (2 ½) times the regular rate of pay.

COMPENSATORY TIME OFF

8.15 Unit members shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor. Compensatory time off shall be granted at the appropriate rate of overtime.

8.16 Compensatory time shall be taken at a time mutually agreed to by the unit member and the immediate supervisor within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the unit member for all such time at the appropriate overtime rate.

ARTICLE 9

TRANSFER, ASSIGNMENT, AND REASSIGNMENT

DEFINITIONS

- 9.1 “Transfer” means a change in the employee’s work site from one school to another in the same classification regardless of the number of hours assigned to the position.
- 9.2 “Voluntary transfer” is a move from one site to another at the employee’s request within the same classification.
- 9.3 “Involuntary transfer” is a move from one site to another initiated by the District within the same classification.
- 9.3.1 For an involuntary transfer, a bargaining unit member is entitled to ten (10) workdays written notice prior to the transfer, limited to one time per school year. The bargaining unit member may, however, elect to be transferred prior to the ten (10) workdays.
- 9.3.2 The administrator responsible for initiating the involuntary transfer will communicate with the employee being involuntarily transferred the rationale for the transfer and to provide the employee with general information regarding the position to which the employee is being transferred.(e.g. location work hours, calendar).
- 9.4 For nonitinerant staff, “Reassignment” is defined as a change in assignment within the same classification and within the same school or program or work site.

PROCEDURES

- 9.5 Assignments, Reassignments and Transfers are the functions of Human Resources and are accomplished with the concurrent recommendation and agreement of the appropriate supervisor and/or administrator. Employees are normally assigned to a given school or department for the entire school year. Upon bargaining unit member written notification to the Human Resources Department, all voluntary transfer requests shall be considered before any involuntary transfers are initiated.
- 9.5.1 Voluntary transfers are available to allow permanent bargaining unit members, who are not in an unscheduled evaluation process, to accommodate personal and professional choice for job location and/or focus.
- 9.5.2 For any voluntary transfer, a bargaining unit member is limited to one voluntary transfer per school year.
- 9.6 Vacancy postings (non-paraeducators) or email notices (paraeducators) shall include but not be limited to: job classification and description, work site or eligibility pool, work hours, work week, work year, salary range, application deadline, and application requirements.
- 9.7 All qualified employees seeking a position as a voluntary transfer, shall submit to Human Resources a completed transfer request application prior to the closing date of the posting. The

transfer request application shall include a section for the employee to indicate their preference for a specific vacancy, specific program, specific location and/or desired number of hours.

9.8 Voluntary Transfers- Non-Paraeducators

9.8.1 Vacancy notices for non-Paraeducator positions will be posted on the district hiring platform. Employees must complete the transfer request application by the posted deadline to be considered for the transfer. At least four (4) applicants will be granted an interview. If the number of applicants exceeds four (4), then the candidates will be paper screened and rated based upon language needs, experience at grade level or within programs, specific training and seniority within the classification.

9.8.2 In the event one or more applicants are equally rated for a vacancy, the applicant with the greatest seniority shall be given preference.

9.9 Voluntary Transfers-Paraeducators

9.9.1 The Vacancy email for all Paraeducator positions shall be provided to all current paraeducators via district email two (2) times per calendar year- October 31 for the current school year and April 30 for the next school year. Employees will have five (5) working days to submit a transfer request application to Human Resources from the date of the email notification. All candidates will be informed of the transfer process results.

9.9.2 In the event there are one or more applicants for a vacancy, the applicant with the greatest seniority shall be transferred.

9.10 Involuntary Transfers

Involuntary transfer shall not be punitive. Management decisions on involuntary transfers shall be final, once CSEA and the affected employee have been informed and allowed input into the decisions.

9.10.1 In the event an employee is involuntarily transferred due to a program change, and if within 2 weeks of the first student attendance day a vacant position becomes available in the employee's prior program and prior site, then the employee may choose to return to the vacant position at the prior program and site.

9.11 In circumstances where it is feasible, the bargaining unit member being considered for involuntary transfer under this section, shall have the right to indicate in writing, a preference.

9.12 Summer School and Special Summer Programs

The District will announce and post summer school vacancies and special summer programs conducted by the District.

9.12.1 The District shall not offer any summer school or other special program openings unless the applicant either meets the qualifications for the vacancy in question or applies for the open position in a timely fashion as specified in the job posting.

9.12.2 For summer school assignments, preference is provided to the employee already working at the site. If that employee is unable or unwilling to take the position, it will be

opened to other employees who meet the qualifications.

- 9.12.3 For summer assignments, employees working in a lower classification than their contracted position will be paid at Step 1 on the salary schedule for that year for the lower classification. Employees working in the same classification during the summer as their contracted position will be paid at the same rate as their contracted position for that year. Employees working in a classification above their contracted position will receive out of class pay for working in the higher classification.

ARTICLE 10

PERSONNEL FILES, EVALUATIONS, AND PROBATIONARY PERIOD

- 10.1 Personnel files of each bargaining unit member shall be maintained in the District's Human Resources Department.
- 10.2 Every bargaining unit member shall have the right to examine their file upon request provided such inspection takes place outside the employee's normal working hours at a time scheduled twenty-four (24) hours in advance with Human Resources.
- 10.3 Material not subject to inspection includes rating reports or records which were obtained prior to employment of the person involved prepared by identifiable examination committee member or obtained in connection with a promotional examination.
- 10.4 A bargaining unit member shall have the right to authorize a CSEA representative to examine their file and obtain a copy of material in the file except those materials indicated in 10.3 above. The CSEA representative shall present to the Human Resources person the District form with the bargaining unit member's signature authorizing the review of materials.

EVALUATIONS

- 10.5 Probationary employees shall be evaluated by their primary administrator prior to the recommendations for permanency. An employee self-review check in may be completed before the end of the third month of employment and a subsequent evaluation shall be completed before the end of the sixth month of employment on standard evaluation forms. Probationary bargaining unit members shall obtain permanent status on the first day after a period of six months excluding all non-contractual days (examples: winter, spring and summer breaks) that an employee must satisfactorily complete to be made a permanent employee.
- 10.6 Permanent bargaining unit members shall be evaluated annually. The District shall provide the necessary evaluation forms to be completed by the primary administrator.
 - 10.6.1 Evaluations shall be performed by an administrator. The administrator may seek input from other sources and shall remain the responsible administrator. Evaluation forms will be signed by the responsible administrator.
- 10.7 The primary administrator assigned to evaluate the bargaining unit member shall notify the bargaining unit member at least one (1) day prior to the evaluation conference. The bargaining unit member has the right to request union representation to be present at the evaluation conference if the evaluation results in a rating of less than overall meets standards.
- 10.8 The bargaining unit member shall be provided a copy of the evaluation at the time it is signed by both parties. The bargaining unit member shall sign the evaluation to indicate knowledge of the contents, but not necessarily agreement with the contents.
- 10.9 Within twenty (20) working days of receipt of the evaluation, the bargaining unit member may file a written response to the evaluation with the Human Resources Department and have that response attached to the evaluation and placed in the bargaining unit member's personnel file.

- 10.10 When a bargaining unit member performs unsatisfactorily, it shall be the responsibility of the primary administrator to confer with the individual, identify specifically the performance problem areas in ordinary, concrete language, offer positive steps for correction, and forward a copy of the evaluation to the personnel file in the Human Resources Department.
- 10.11 Three (3) copies of the signed evaluation form shall be produced. The original shall be sent to the personnel file in the Human Resources Department, one (1) copy shall be kept in the files of the primary administrator and one (1) copy shall be given to the bargaining unit member.
- 10.12 Evaluations may be grieved for procedural violations of this Article. An employee shall serve a six (6) month probationary period.

PROBATIONARY PERIOD

- 10.13 The six month probationary period excludes all non-contractual days (examples: winter, spring and summer breaks).

ARTICLE 11

DISCIPLINE PROCEDURES

DEFINITIONS

- 11.1 “Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without their voluntary consent, except a layoff for lack of work or lack of funds.
- 11.2 “Suspension” means temporary removal of any employee from their position with loss of pay as a disciplinary measure.
- 11.3 “Administrative leave” means that an employee is placed on leave with pay pending an investigation of disciplinary charges.
- 11.4 “Progressive discipline” includes but may not be limited to oral warning, written warning, unsatisfactory evaluation, written reprimand, suspension of less than five (5) days. Employees shall be progressively disciplined. For these levels of discipline an employee may respond in writing and have it attached to any materials placed in the personnel file.

PROCEDURES

- 11.5 Employees shall be disciplined for violation of the rules and regulations of the District, this Agreement and the law.
- 11.6 Unsatisfactory performance of a major nature or serious situations involving the health and welfare of students or employees shall bypass the progressive discipline procedures.
- 11.7 Recommendations for discipline shall be for reasonable cause including but not limited to unsatisfactory performance. Prior to the imposition of discipline of five (5) days or more suspension without pay or greater penalty, the employee will be provided an opportunity for a “Skelly hearing” and the employee given the opportunity to respond orally or in writing. Preliminary charges will be provided in writing in advance of the “Skelly hearing” which will give the employee a reasonable opportunity of not less than five (5) days prior to the hearing.
 - 11.7.1 The Skelly officer shall provide a written response after the Skelly conference with a decision as to whether the charges are to be upheld, the recommended discipline reduced, or the charges dropped.

- 11.8 Prior to a formal evidentiary hearing, the employee shall be informed of the specific charges against them and the evidence which supports it. The employee shall also be given a statement of their right to a formal hearing on such charges. The employee may request a hearing within five (5) days after service of the notice to the employee. Failure to request the hearing within five (5) days means the employee has waived the right to a hearing. The hearing may not be scheduled sooner than ten (10) days from the time the charges were originally served. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges. The burden of proof shall be the District's, provided however, that the Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.
- 11.9 The District may at its discretion use a hearing officer rather than the Board of Education to hear disciplinary actions. If the Board elects to use a hearing officer, the Board must adopt findings of fact and conclusions of law to support its decision. If the Board elects not to follow the recommendation of the hearing officer, the Board must independently review the evidence offered at the hearing and render its decision with findings of fact and conclusions of law.

GROUND FOR DISCIPLINARY ACTION

- 11.10 Grounds for discipline of any employee include but are not limited to the following:
- a. Incompetency or inefficiency in the performance of duties of their position.
 - b. Insubordination including but not limited to, refusal to do assigned.
 - c. Carelessness or negligence in the performance of duty or in the care or use of District property.
 - d. Discourteous, offensive, or abusive conduct or language toward other employees, pupils, the public, or any willful failure of good conduct tending to injure the public service.
 - e. Dishonesty.
 - f. Possession of an open container or consumption of alcoholic beverages on the job, or reporting for work, while smelling or being under the influence of alcohol.
 - g. Possession of, abuse of, being under the influence of, or addiction to, a controlled substance.
 - h. Engaging in political activity during assigned hours of employment.
 - i. Arrest for and/or conviction of a sex offense.
 - j. Conviction of any crime involving moral turpitude.
 - k. Repeated or unexcused tardiness or chronic absenteeism or abuse of leave privileges.
 - l. Falsifying any information supplied to the District including but not limited to information supplied on application forms, employment records, or any other District records.
 - m. Persistent violation or refusal to obey safety rules or other regulations made applicable to public schools by the District or by any appropriate State or local governmental agency.
 - n. Offering of anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the accepting of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public. (This is intended to prevent money or favor given or promised to a person in a position of trust to influence their judgment or conduct.)
 - o. Willful or persistent violation of rules and regulations of the District.

- p. Abandonment of position (absence without leave for more than five days).
- q. Advocacy of overthrow of Federal, State, or local government by force, violence, or other unlawful means.
- r. Inability to perform the essential functions of the position with reasonable accommodation.
- s. Possession of a weapon, threatening other employees or students, engaging in any behavior which suggests that the employee could be a harm to themselves or others.
- t. Dating or inappropriate socializing with a student of any age including those students who are eighteen or older.

ARTICLE 12

LAYOFF

DEFINITIONS

12.1 A “layoff” is defined as a termination from a regular position or a reduction in assigned hours, days, or work year, due to either a lack of work or a lack of funds.

An employee may be laid off if:

12.1.1 A position is being eliminated and the employee has the least seniority in the classification.

12.1.2 The employee has been displaced (bumped) by an employee whose position was eliminated.

12.2 In the event of a reduction in hours, the District and CSEA shall meet and negotiate at the request of either party regarding the decisions and effects of reduction in hours.

12.3 A “reemployment right” is the right to the next vacant position in a classification ahead of any person who is not higher by greater seniority on the reemployment list and ahead of all new applicants.

12.4 A “reemployment list” is a list of the names employees who have been laid off, arranged in ranked order from the greatest to least seniority in the classification from which they were laid off, plus high classifications.

12.5 A “bumping right” is the right when actually facing layoff to displace an employee.

SENIORITY

12.6 Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service means first date of employment within the classification.

12.7 Seniority or length of service for layoff purposes shall be calculated on the basis of hire date in a particular classification plus higher classifications:

12.7.1 Time served prior to a break in service shall not be counted towards seniority, with the following exception: a break in service is disregarded and seniority credit for prior service is granted if an employee is reinstated, reemployed in regular status, or appointed to a regular position within 39 months after layoff while their name is on a reemployment list.

12.7.2 Time served as a substitute or short-term employee prior to regular appointment shall not count towards seniority in classification.

12.7.3 “Higher classifications” refers to service in any classification which receives a higher rate of pay than the classification being laid off. The basic salary range for a classification is the determining factor and not responsibility or longevity of individual

employees.

- 12.8 In the event of a question of equal seniority where two or more employees have the same date of hire, layoff and reemployment shall be determined by use of the last four digits of the employee's social security number with the highest number being the most senior of those with the same date.
- 12.9 Human Resources will maintain an updated seniority list of employees by classification and distribute it to all affected employees including those in a different classification if relevant.
- 12.10 In the event it becomes necessary to lay off employees, the District will give an employee no less than sixty (60) calendar days written notice prior to the effective date of their layoff. Such notices shall inform the employee of their displacement rights, if any, and reemployment rights.

PROCEDURES

- 12.11 Consistent with Education Code section 45117, in the event it becomes necessary to lay off employees, who are not employed in a specially funded program, the District will give an employee a written notice no later than March 15th that the employee's services will not be required for the ensuing year due to lack of work or lack of funds.

Procedures for layoff notice and right to a hearing are set forth in Education Code Section 45117. Such notices shall inform the employee of their displacement rights, if any, and reemployment rights.

- 12.12 Expiration of Specially Funded Program.

In the event it becomes necessary to layoff permanent classified employees, due to the expiration of a specially funded program, the District will give an employee no less than sixty (60) calendar days written notice prior to the effective date of their layoff. Such notices shall inform the employee of their displacement rights, if any, and reemployment rights.

Pursuant to Education Code Section 45101(g). "Layoff for lack of funds or layoff for lack of work" includes any reduction in hours of employment or assignment to a class or grade lower than that in which the employee has permanence, voluntarily consented to by the employee, in order to avoid interruption of employment by layoff. Notification procedures for a reduction in hours or a demotion as an alternative to layoff are outlined in Education Code Section 45117.

- 12.13 An employee whose position has been eliminated may elect to displace (bump) another employee with lesser seniority using the following criteria and in this order:
- (1) the least senior employee with the same number of hours per week without regard to the work year calendar;
 - (2) the least senior employee with the closest number of hours per week without regard to the work year calendar;

(3) if there are no employees less senior with the same or lower number of hours per week, then the employee shall displace (bump) the least senior employee without regard to the number of hours and without regard to the work year calendar:

(4) if the employee is the least senior person in the classification being eliminated and has obtained permanency in a previous classification, he/she may displace (bump) into that previous classification in accordance with the appropriate collective bargaining agreement.

12.14 If there are no employees with the same or fewer hours, then an employee may only bump the least senior employee regardless of the number of hours.

12.15 An employee shall be allowed to accept layoff and not exercise bumping rights if that is their preference.

12.16 No permanent or probationary classified employee shall be laid off from any position while employees serving under emergency, provisional, or substitute status are retained in positions of the same classification.

12.17 Employees serving in more than one classification will have displacement rights as set out in Education Code 45117. In other words, those electing to bump may not displace a portion of an assignment.

REEMPLOYMENT

12.18 Employees who have been laid off are eligible for reemployment in the classification from which they were laid off for a period of 39 months from the effective date of layoff and shall be reemployed in the reverse order of layoff as vacancies become available.

12.19 Employees who have been laid off are responsible for maintaining a current address and phone number with Human Resources.

12.20 A reemployment list for each classification subject to layoffs will be established and maintained in Human Resources for at least 39 months or until exhausted, whichever is sooner.

12.21 The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the classification plus higher classifications and 12.6 above.

12.22 Persons on a reemployment list as a result of layoff will be reemployed over all other candidates for a

position vacancy in the classification from which they were laid off.

12.23 Employees on reemployment lists shall be eligible to compete for vacancies for which they

can qualify and shall be considered as promotional applicants, as provided for in the rules of the District.

12.24 When a vacancy occurs in a classification for which a layoff reemployment list has been established, the senior employee will be notified and given an opportunity to accept the

vacancy. This employee may decline the offer of employment and retain their position on the list. The offer will then be made to the next person on the list. An employee who has been laid off is eligible for rehire in a position without regard to the number of hours per week in the position as held at the time of the layoff. A bona fide offer is an offer for the same number of hours per day without regard to work year calendar held prior to the layoff.

- 12.25 An employee who has been laid off for lack of work or lack of funds and who is on a layoff reemployment list may be employed as a substitute or short-term employee in this original classification or any other classification for which they qualifies, and such employment shall in no manner jeopardize or otherwise affect their status or eligibility for reemployment.
- 12.26 A permanent employee who is laid off and is subsequently reemployed within 39 months shall have all rights and privileges restored. A probationary employee shall continue to serve out the remainder of the probationary period and shall also have all rights and privileges restored. No seniority credit shall be earned during periods of separation from the District.

DEMOTION IN LIEU OF LAYOFF

- 2.27 In lieu of being laid off, an employee may elect demotion to a classification with a lower salary status in which he/she had previously obtained permanent status and for which he/she is still qualified, provided that the employee has more seniority in the classification than the incumbent employee. He/she shall be allowed to displace (bump) the employee with the least seniority with the same number of hours per week or closest to the same number or hours without going over (regardless of the work year calendar) in the lower classification.
- 12.28 To be considered for demotion in lieu of layoff, an employee must notify the District in writing of such election not later than five (5) working days after receiving layoff notice and rights to demotion.
- 12.29 Any employee demoted pursuant to this section shall be placed on the step of the salary range of the classification to which he/she is demoted which is closest to, but not greater than, their present salary.
- 12.30 An employee displaced pursuant to this section shall have the same rights as persons laid off for lack of work or lack of funds.
- 12.31 Employees who have been laid off, who at the time of layoff took voluntary demotions or voluntary reductions in assigned time shall be, at the employee's option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available for a period of 63 months from the effective date of layoff or reduction. Such employees shall be ranked in accordance with their seniority on the reemployment list.

RETIREMENT IN LIEU OF LAYOFF

- 12.32 An employee who meets the qualifications may elect retirement under the Public Employees Retirement system (PERS) and shall be placed on an appropriate reemployment list. If an employee subsequently accepts, in writing, an appropriate vacant position within the period of 39 months, the District shall maintain the position until PERS has processed the request for reinstatement from retirement.

MISCELLANEOUS

- 12.33 If it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, the employee shall be reemployed immediately upon discovery of the error. Seniority, step placement, vacation, and sick leave hours shall be reinstated as if there were no interruption in service.
- 12.34 A break in service is a complete separation of a regular employment relationship with the District. A Board-approved leave of absence, either paid or unpaid, is not considered a break in service.
- 12.35 Consistent with Education Code Section 45117, during the time period between five days after the enactment of an annual Budget Act and August 15 of the fiscal year to which that Budget Act applies, if the governing board of a school district determines that its total local control funding formula apportionment per unit of average daily attendance for the fiscal year of that Budget Act has not increased by at least 2 percent, and if the governing board of a school district determines it is therefore necessary to decrease the number of classified employees of the school district due to lack of work or lack of funds, the governing board of the school district may issue a District Statement of Reduction in Force to those employees in accordance with a schedule of notice and hearing to be adopted by the governing board of the school district.

ARTICLE 13

SALARY

SALARY SCHEDULE

- 13.1 See Appendix A1 or EGUSD website.
- 13.2 The District may grant prior experience for salary schedule placement upon verification of comparable experience in the area he/she is assigned.
- 13.3 The instructional support salary schedule will provide for five (5) experience steps. There is a sixth step available to employees which can be reached after an employee serves two (2) years on Step 5. Experience step advancement will be earned on an employee's anniversary date. For purposes of step advancement calculation, the bargaining unit member beginning work prior to the 16th of the month will be considered to have begun work on the first of the month. An employee starting work after the 15th of the month will be considered to have begun work on the first day of the following month.

LONGEVITY

- 13.4 Effective July 1, 2022, longevity bonuses for classified personnel will be paid at the end of the seventh, tenth, thirteenth, sixteenth, nineteenth, twenty-second and twenty-fifth years at the following rates:

At the end of the 7 th year -	\$691 annually
At the end of the 10 th year -	\$1,035 annually
At the end of the 13 th year -	\$1,351 annually
At the end of the 16 th year -	\$1,706 annually
At the end of the 19 th year -	\$2,049 annually
At the end of the 22 nd year -	\$2,414 annually
At the end of the 25 year -	\$2,774 annually

Longevity bonuses will be increased by the same percentage as the salary schedule is increased.

OVERPAYMENT/UNDERPAYMENT

- 13.5 Whenever it is determined that an overpayment or underpayment has been made in the calculation or reporting in any classified employee payroll or in the payment of any classified employee's salary, the appointing authority shall within five (5) working days following such determination provide the employee with a statement describing the overpayment or underpayment.
- 13.6 If the Parties are unable to mutually agree upon an overpayment or repayment plan, the Parties agree that CSEA and the District will meet and confer regarding a mutually agreed upon plan. If the Parties are unable to mutually agree upon a repayment plan, the law shall apply.
- 13.7 District contributions for bargaining unit member's retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.

TRAVEL

- 13.8 The District agrees that employees who are working within the course and scope of their employment are the responsibility of the District provided, however, that employees who periodically drive their own vehicles in the fulfillment of their District jobs shall have their own insurance as the primary carrier in the event of an accident. The District will develop a consent form which will apprise the employee of their responsibility to maintain a current driver's license, a vehicle in good working condition and insurance. The employee's execution of the form will be voluntary and require prior to letting the employee drive their own vehicle.
- 13.9 Payment of mileage at the IRS rate for the use of private vehicles for District operations shall be made to the employee using their vehicle. In addition, employee shall be reimbursed for tolls and parking.
- 13.10 Such use, however, shall have been approved in advance by the appropriate supervisor and the consent of employee with the understanding the District accepts no liability.

ARTICLE 14

HEALTH AND WELFARE BENEFITS

14.1 The District will provide for the health and insurance plans noted below and make contributions to those plans:

- Medical
- Dental
- Vision
- Group Term Life Insurance
- Long Term Disability

HEALTH/DENTAL/VISION

14.2 Consistent with the terms of the Joint Health Care Coalition (JHCC) Agreement, signed by CSEA on September 14, 2022, Insurance coverage for employees/dependents will be provided with options available to employees at their expense to suit their particular needs. At least two (2) carriers of medical programs will be considered by the JHCC.

14.3 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends or the unit member is no longer in paid status.

14.4 Payroll deductions, if required, shall be on a 12 month basis. This section does not apply to the Wellness rebate provisions.

ELIGIBILITY

14.5 Employees hired prior to November 1, 1999 who currently work four (4) hours or more and who receive health insurance benefits shall continue to receive health insurance benefits. Any employee hired after November 1, 1999 will be eligible for health insurance benefits if their assigned work hours are more than five and a half (5.5) hours per day and more than twenty-seven and a half hours per week. This more than 5.5 hours per day and more than 27.5 hours per week calculation is based on a full time equivalency (FTE) value of greater than .6875 FTE. A CSEA unit member who is assigned an FTE of greater than .6875 is eligible for health insurance benefits. The District will offer each person who is eligible for health benefits pursuant to section 14.9 an opportunity to waive health insurance benefits if they can show that they have other health insurance.

14.6 Upon initial employment or from the date the benefits offer is made by the District, whichever is later, each unit member will be notified of the availability of health and insurance benefits contained in this Article and shall have thirty (30) calendar days from the date of employment to enroll.

14.7 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract plan, i.e., January 1 through December 31, or until in unpaid status.

14.8 Unit member granted a leave of absence approved by the Elk Grove Unified School District Board of Education may elect to continue in the plan(s) unless otherwise limited by the carrier.

The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of monthly premium, unless such leave falls within the provisions of FMLA, or CFRA, in advance of each month of desired coverage.

- 14.9 Open enrollment shall be during the fall, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 14.10 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the District.
- 14.11 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.
- 14.12 Upon initiation of a new program, and unless negotiated otherwise, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Benefits Office within thirty (30) days of the date of initiation of the new program.
- 14.13 Reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date or benefit offer date by the District, whichever is later.
- 14.14 An employee who is enrolled in a plan and whose enrollment terminates because of failure to pay their portion of the premium, loss of eligibility, or termination of employment, will be eligible to continue their existing coverage at their own expense (without District contribution) as defined in the COBRA health continuance regulations.
- 14.15 In the event of the death of an employee, employee's spouse and/or dependents will be eligible to continue existing health coverage at their own expense (without District contributions) as defined in COBRA health coverage continuance regulations.

MISCELLANEOUS WELFARE BENEFITS

- 14.16 The District shall provide Worker's Compensation Insurance for all unit members.
- 14.17 Consistent with law and subject to any legal exceptions or limitations, unit members are covered by liability and indemnity insurance carried by the District.
- 14.18 All CSEA employees both benefited and not benefited are eligible for the disability plan and are required to participate.
- 14.19 Consistent with California Public Employee's Retirement System (CalPERS) eligibility requirements, laws and regulations, eligible unit members shall become members of CalPERS. Payroll deduction shall be made from earnings for the purpose of handling employee contributions to the retirement fund. District contributions to CalPERS for classified employees' retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.

- 14.20 A tax-sheltered annuity program and deferred compensation are available to all unit members.
- 14.21 The District encourages employees with drug or alcohol dependencies to voluntarily obtain the earliest possible diagnosis and treatment of their problem. Employees are urged to contact their health care provider.
- 14.22 The Parties agree that effective beginning January 1, 2024, the healthcare waiver shall increase to one hundred and twenty-five dollars (\$125) per month.
- 14.23 Maximum Contribution Toward Medical Benefits: 80% / 20% Medical Premium Cost Sharing Plan.
- 14.24 Consistent with the September 2022 Joint Health Care Coalition (JHCC) Agreement, the District's maximum contribution toward medical benefit premium costs shall be 80% of the average cost of the premium costs for all medical plans offered by the District. Consistent with the September 2022 JHCC Agreement, each Bargaining Unit Member's contribution toward medical benefit premium costs shall be 20% of the average cost of premium costs for all medical plans offered by the District. Unit members shall be responsible for the buy up costs related to selecting a medical plan that has a cost greater than 80% of the average cost for all medical plans offered by District.
- 14.25 Wellness Rebate Compensation: Each unit member who submits to the District an approved Wellness certification, by deadline specified by the District each school year, that verifies that the unit member has satisfied all the Wellness requirements referred in section 14.31(c), each year shall receive a Wellness Rebate equal to five percent (5%) of the average cost of the premium costs for all medical plans offered by the District as provided in the September 2022 JHCC Agreement. The Wellness Requirement verification process will be developed by the District. The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the total premium cost of the average of all medical plans provided by the District not to exceed the employee's monthly contribution amount.
- 14.26 Wellness Rebate Compensation Requirements. The District shall develop a list of the annual physical examination and Wellness assessment requirements necessary to receive the annual Wellness Rebate compensation. The physical examination and wellness assessments may include an annual physical examination, completion of an online Health Risk Assessment, a Comprehensive Metabolic Panel (CMP), a body mass index (BMI) test and/or other age-appropriate screenings. The District will make computers available for the on-line Health Risk Assessment. The wellness certification process does require completion of the Wellness Rebate Compensation requirements, but it does not require unit members to achieve a "normal or pass" result on any of the Wellness assessments. Federal law mandates that the results of unit member wellness assessments are confidential and cannot be disclosed by health care providers to the District.
- 14.27 The Joint Health Care Coalition Benefits Committee. The District and CSEA are committed to participate in the Joint Health Care Coalition (JHCC) Health and Welfare Benefits Committee model. Accordingly, a committee has been established to explore alternative health benefits. This committee shall invite all represented and unrepresented groups to participate in the

exploration of alternative health benefit committee models. The Joint Health Care Coalition (JHCC) determines health and welfare benefits plans.

Unit members who select Voluntary Plan option shall pay the cost of the 50% dental/Vision Voluntary Plan premium that exceeds the District's maximum premium contribution amount. The District's maximum insurance premium contribution amount shall be 80% of the average of all medical benefits premium costs for medical plans offered by the District in section 14.23 above.

14.28 Elk Grove Benefits Employee Retirement Trust

Elk Grove Benefits Employee Retirement Trust ("EGBERT") was established in July 1995 and is a public joint labor management trust, exempt from regulation under the Knox-Keene Health Care Service Plan Act of 1975 and the California Insurance Code. EGBERT is governed by its own Board of Directors and is a separate legal entity from the District. Pursuant to the EGBERT Trust and in addition to the other EGBERT Board members, the EGBERT Board will include one CSEA Board Member and one CSEA alternative Board member.

ARTICLE 15

HOLIDAYS

- 15.1 The following sixteen (16) holidays will be designated on the annually negotiated bargaining unit calendar.

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day before Thanksgiving Day (in lieu of Admission's Day)

Day after Thanksgiving Day

Local Holiday of December 25

Last working day before Local Holiday of December 25

New Year's Day

Last working day before New Year's Day

Martin Luther King Jr.'s Day

Lincoln's Day

Washington's Day

One Local Holiday (Spring or Winter)

Memorial Day

Juneteenth

- 15.2 Employees will receive those holidays falling with their working year provided that they are in paid status the day before or the day after the holiday. Work year calendars shall not be manipulated to deprive employees of holidays. Those holidays falling within the employee's vacation period do not count as vacation days. Bargaining unit employees who are not normally assigned to duty during the school holidays of the last working day before December 25 and the last working day before January 1 shall be paid for those four holidays provided that they were in a paid status during any portion of the working day of their normal assignment preceding or succeeding the holiday period.

ARTICLE 16

VACATION

DEFINITIONS

- 16.1 “Month” - a calendar month beginning on the first day of the calendar month and ending on the last day of the month.
- 16.2 “Fiscal year” - the period from July 1 through June 30.

ACCRUAL

- 16.3 Any employee starting to work after the 15th day of the month will be considered (for vacation purposes only) to have begun work on the first day of the following month.
- 16.4 Any employee terminating after the 15th day of the month, will be considered (for vacation purposes only) to have terminated work on the last day of the month.
- 16.5 Any employee terminating before the 16th day of the month will be considered (for vacation purposes only) to have terminated on the last day of the preceding month.
- 16.6 For the first year of employment, vacation will be earned at the rate of one day per month.

Beginning with the second year of employment, vacation time will be earned at the rate of one and one-fourth days per month.

Beginning with the fifth year of employment, vacation time will be earned at the rate of one and one-half days per month.

Beginning with the tenth year of employment, vacation time will be earned at the rate of one and two-thirds days per month.

Beginning with the fifteenth year of employment, vacation time will be earned at the rate of two days per month.

- 16.7 All bargaining unit members working full or part time shall receive vacation as follows:
- 16.7.1 Unit members who are employed full time are allowed the number of working days of vacation with pay each year as specified in Section 16.6 of this Article.
- 16.7.2 Less than one year’s service earns vacation in proportion to the time served.
- 16.7.3 Part time employees earn vacation which is prorated according to the time served.
- 16.7.4 Summer school employees earn sick leave and vacation as provided in Section 45102 and any other applicable sections of the California Education Code.

- 16.7.5 The term of employment to be used for determining vacation time shall be based on the time served by the employee during the fiscal year July 1 through June 30 of the following year.
- 16.7.6 Absence from duty of a bargaining unit member due to accident, bereavement, illness, quarantine, jury duty, being subpoenaed as a trial witness, or in response to a governmental summons not caused by their own connivance or misdeeds, shall not be considered as an interruption in continuity of service in the determination of vacation credit.
- 16.7.7 Vacation credit will be granted for leaves of less than one month and for the use of earned accumulated sick leave.

USAGE

- 16.8 Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school or department and require prior approval by the employee's direct supervisor.
- 16.9 Eligible employees must apply for vacation to the supervisor at least two (2) weeks in advance of the desired beginning date. Special consideration shall be given to emergencies.
- 16.10 The District will consider the preference of the employee in the scheduling of vacation leave, and particular concern will be paid to allowing employees to schedule a vacation when families can be together.
- 16.11 An employee who anticipates termination in this District may take accrued vacation prior to the termination date with proper approval.
- 16.12 All vacation may be cancelled without notice in event of emergency.
- 16.13 If an employee has 30 days or more of accrued and unused vacation and submits a written request to the District to payout accrued and unused vacation, the District has the discretion to grant the employee's request. If an employee has less than 30 days of accrued and unused vacation, they may submit a hardship payout request to the District for consideration. Each District decision to grant a vacation payout shall be non-precedent setting.

ARTICLE 17

LEAVES

GENERAL LEAVE POLICIES

- 17.1 Except as otherwise provided in this Agreement, all leaves require prior District approval.
- 17.2 If there is evidence of leave abuse, the District may require supporting documentation of stated reasons for leave. Such evidence shall be required within a reasonable time. Leave abuse shall be grounds for disciplinary action.
- 17.3 Eligible employees on paid leave shall continue to receive the benefits provided in Article 15 Health and Welfare Benefits.
- 17.4 Eligible employees on unpaid leave shall be entitled to continue their health and welfare benefit coverage at their own expense.
- 17.5 When feasible, at least twenty-four (24) hours' notice shall be given of leave to be taken. For long term leaves, notice shall be given within one (1) week of knowledge of the occasions for leave.
- 17.6 The District may require a physical examination at District expense by a medical practitioner to confirm fitness to return to work and/or perform assigned duties.
- 17.7 An employee who does not return at expiration of leave may, ten (10) work days following the expiration of the leave, be deemed a voluntary resignation and their employment may be terminated by the District.
- 17.8 Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status: an employee's or an employee's spouse/registered domestic partner's a biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child: a spouse, a registered domestic partner, a grandparent, a grandchild, or a sibling; son-in-law, daughter-in-law, brother-in-law, including adoptive relationships, or the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, son-in-law, daughter-in-law, brother-in-law, including adoptive relationships, or any relative living in the immediate household of the employee.
- 17.8.1 The Parties agree that effective January 1, 2023, the California Family Rights Act (CFRA) permits employees to use AB 1041 protected family and medical leave and paid sick leave, to care for a "designated person." CFRA defines "designated person" as "any individual related by blood or whose association with the employee is the equivalent of a family relationship." California paid sick leave statutes define "designated person" as "a person identified by the employee at the time the employee requests paid sick days." For purposes of AB 1041 leave, an employee is limited to one designated person per 12-month period.

SICK LEAVE – GENERAL PROVISIONS

- 17.9 Sick leave of absence with pay due to illness or injury is a privilege granted to school employees to protect the health and welfare of both employees and students.
- 17.10 Employees are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health. Among the reasons for which sick leave may be used are dental care, doctor visits, or other health purposes which require specialized treatment for themselves or any member of the immediate family. Sick leave used for dependents is not to exceed half of the total annual accrual unless special circumstances are approved by Human Resources. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the following reasons: obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, a restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child; seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and participating in safety planning and taking other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- 17.11 Absence by reason of illness or injury shall be governed by the following provisions:
- Classified employees shall be entitled to leave of absence for illness, accident, quarantine, or injury as provided by the Education Code. Any unused portion of the earned annual sick leave shall be accumulated without limit and is transferable within one (1) year from district to district within the State of California as provided by the Education Code.
- Requests for transferring sick leave are available in the Human Resources office.
- 17.12 A permanent employee who resigns and is reemployed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.
- 17.13 Verification of illness by a medical doctor may be required by the District for any absence of five (5) or more days for which sick leave is claimed.
- 17.14 Each month the employee is provided a pay warrant which reflects their accrued sick leave.

PROCEDURES FOR REQUEST FOR LEAVE

- 17.15 A Request for Leave of Absence provided by the District shall be completed by each employee requesting a leave noting specifically:
- a. Type of leave
 - b. Explanation of purpose of leave
 - c. Inclusive dates of leave (from _____ through _____)
 - d. Signature of employee
 - e. Signature and recommendation of supervisor

SICK LEAVE ACCRUAL RATE

- 17.16 Allotment – all bargaining unit members employed five (5) days a week shall be granted twelve (12) days leave of absence with full pay each year for illness or injury exclusive of all days they are not required to render service to the District. Such sick leave shall be prorated for bargaining unit member employed less than full time. Full time is defined as (a) eight (8) hours a day, or (b) forty (40) hours a week.
- 17.17 A probationary employee is eligible to take no more than six (6) days, or the proportionate amount to which he/she may be entitled under this section, for the first six (6) calendar months of active service with the District.
- 17.18 If an employee does not take the full amount of leave allowed in any one year, then the amount not taken shall be accumulated from year to year.

INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 17.19 Eligibility for Worker's Compensation in addition to that required by the Worker's Compensation laws will be established at the time a bargaining unit member becomes permanent.
- 17.20 CSEA and the District recognize that the forum for the determination of the legitimacy of a claim for an industrial injury is the Worker's Compensation system. The District agrees to be bound by a determination of the Worker's Compensation system. CSEA recognizes the right of the District to challenge a claim.
- 17.21 Bargaining unit members shall be entitled to industrial accident and illness leave of absence with pay as authorized by Education Code Section 45192 as follows:
- 17.21.1 Sixty (60) work days in any (1) fiscal year for the same accident.
 - 17.21.2 Leave authorized by the rule shall not be accumulated from year to year.
 - 17.21.3 Leave authorized by this rule shall commence on the first day of absence.
 - 17.21.4 Payment for wages lost on any day shall not, when added to an award granted the

unit member under the Worker's Compensation laws of this state, exceed the normal wage for the day.

- 17.21.5 The authorized by this rule shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 17.21.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury
- 17.21.7 When entitlement to industrial accident or illness leave has been exhausted entitlement to other sick leave will then be used; but if a unit member is receiving Worker's Compensation, he/she shall be entitled to use only so much of their accumulated or available sick leave, accumulated compensatory time, vacation or other available leave which, when added to the Worker's Compensation award, provide for a full day's wage.
- 17.21.8 The bargaining unit member will keep and cash wage loss benefit checks received under the Worker's Compensation laws of this State. The District will issue the appropriate warrants to pay less the amount of the wage loss benefit checks during the month the District is notified of the issuance of the check by Risk Management. Normal retirement and other authorized contributions will be deducted based on the member's wages before deducting the wage loss benefit checks and other authorized contributions.
- 17.21.9 When all available leaves of absence, paid or unpaid, have been exhausted and the bargaining unit member is not medically able to assume the duties of their position, he/she shall, if not placed in another position, be placed on a reemployment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.
- 17.21.10 Any bargaining unit member receiving benefits as a result of this action shall, during periods of injury or illness, remain in the State of California unless the Superintendent or designee authorized travel outside the state.
- 17.21.11 An employee who has been medically released and fails to report for work will be terminated in accordance with Section 17.7 of this Article.

IMMINENCE OF DEATH

- 17.22 All bargaining unit members shall be granted three (3) paid leave of absence days within the State of California, or five (5) paid leave of absence days if out of state, for imminent death of any member of their immediate family.
- 17.23 Imminent death shall be determined by the physician. The bargaining unit member may be required to verify the physician's opinion.
- 17.24 Such leave shall not be deducted from accumulated sick leave.

BEREAVEMENT

- 17.25 Effective July 1, 2025, Bereavement Leave. Unit members shall be granted **five (5)** days paid leave of absence on account of death of any member of their immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 17.8 definition of "immediate family" **Five (5)** days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.
- 17.26 Bereavement Leave days shall not be deducted from the sick leave balance.
- 17.27 REPRODUCTIVE LOSS LEAVE

Effective July 1, 2025, if no other paid leave is available pursuant to Article 17 of this collective bargaining agreement for a reproductive loss, both parents may utilize up to five days of unpaid reproductive loss leave following a reproductive loss event. This unpaid Reproductive Loss Leave is for the purposes of miscarriage, stillbirth, failed adoption, failed surrogacy and unsuccessful assisted reproduction. This leave must be taken within three months of the loss. This leave cannot exceed 20 days in a 12-month period if multiple loss events occur.

OCCUPATIONAL PURPOSE LEAVE

- 17.28 This leave may be granted to bargaining unit members without loss of pay at the discretion of the Board, and upon the recommendation of the Superintendent for attendance at workshops, institutes, or other meetings having direct and important bearing on aspects of the District's overall operations. Actual expenses of staff members will be paid by the District. Refer to Article 19 for application for professional growth.

JURY AND LEGAL LEAVE

- 17.29 A bargaining unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty. However, verification shall be provided of jury duty service.
- 17.30 If a unit member is subpoenaed as a witness in court, or before some other tribunal authorized to issue subpoenas and is not a litigant or appears as a witness for the governing board without a subpoena, no salary deduction will be made for such absence. A subpoena or letter from the

attorney representing the Board stating that the unit member was called as a witness for the Board must be filed with Human Resources.

- 17.31 However, any employee called to make a court appearance as a litigant or because he/she is involved due to their own connivance and misdoings shall receive no salary during the time of their absence unless taken as personal necessity leave.
- 17.32 Any amount received by a bargaining unit member for services on a jury or as a subpoenaed witness during time that leave is taken shall be paid to the District, except that a unit member may retain any fees paid as an allowance for travel or subsistence.
- 17.33 Employees who work evening or alternative shifts who are called to jury duty shall be considered temporarily transferred to a Monday through Friday day shift when actually required to report for jury duty.

RELIGIOUS OBSERVANCE

- 17.34 Members of religious faiths whose religious holidays are not State recognized holidays will be granted leaves from duties on their major religious holidays sufficient to attend the services in their places of worship without loss of pay.
- 17.35 Such absences shall not exceed two (2) full days in any fiscal year.

PERSONAL EMERGENCY LEAVE

- 17.36 Bargaining unit members may be granted a personal emergency leave of absence with pay for not more than five (5) days upon the recommendation of the Superintendent or designee and the approval of the Board of Education.
- 17.37 Personal emergency leave shall not be used for such reasons as extension of a personal vacation or social event or a convention related to the employee's avocation.

PERSONAL NECESSITY LEAVE

- 17.38 During any school year (July 1 through June 30) bargaining unit members may not use more than seven (7) days of accumulated sick leave benefits in the following cases of personal necessity:
- a. Death or serious illness (may be defined as an illness that may be terminal) of a member of their immediate family.
 - b. Accidents involving their person or property, or the person or property of a member of their immediate family of such an emergency nature that the immediate presence of the employee is required during their work day.
 - c. The birth or adoption of their child.
 - d. Appearance in court as a litigant.
- 17.39 One (1), two (2), or three (3) of the seven (7) personal necessity days above may be used during any school year under the following qualifying conditions for the reasons defined below:

QUALIFYING CONDITIONS

- a. One (1) to twenty-nine (29) days accumulated sick leave = one (1) day personal necessity.
- b. Thirty (30) to fifty-nine (59) days accumulated sick leave = two (2) days personal necessity.
- c. Sixty (60) or more days accumulated sick leave = three (3) days personal necessity.

Reasons:

- a. Death involving close friend or relative other than immediate family.
- b. Accident involving relative other than members of the immediate family.
- c. Illness involving relative other than members of the immediate family.
- d. Attendance at religious observances, weddings, or observances honoring a unit member or members of the unit member's immediate family.
- e. Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday.
- f. Unexpected personal or family situations which require immediate attention.

LONG TERM LEAVES

- 17.40 A unit member may be granted a leave of absence, with or without pay, by the Board of Education upon recommendation of the Superintendent or designee for a period not to exceed one (1) year when such action is not contrary to the best interests of the District.

- 17.41 Such leaves of absence may be extended or renewed for a period not to exceed one (1) additional year. The beginning date of a leave of absence shall be the first working day on which the unit member does not actually work or is not being paid sick leave.
- 17.42 Upon returning from a leave of absence, the unit member shall be reinstated to their original position if arrangements have been made and stipulated in writing at the time of leave. Otherwise, a person returning from leave of absence shall be eligible for reassignment within the classification.
- 17.43 For purposes of retirement, long-term leaves of absence shall not be considered as a break in service.

MATERNITY LEAVE

- 17.44 Maternity leave provided by this section is an unpaid leave taken when the unit member is not disabled by their pregnancy or when she does not have any leave balances.
- 17.45 A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage, or recovery there from. It is required that a disability statement from a licensed physician be submitted to Human Resources which verifies the duration of the disability. Upon such verification the unit member shall be entitled to use sick leave.
- 17.46 Whenever possible, request for such leave shall be submitted to Human Resources at least three (3) weeks prior to the anticipated date on which the leave is to commence.

PAID PREGNANCY DISABILITY LEAVE

- 17.47 During the period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full time unit members, consistent with the following.
- a. Paid Pregnancy Disability Leave is only available for use during the period of a unit member's pregnancy-related disability. to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use, and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.
 - b. To be eligible for this Paid Pregnancy Disability Leave, the unit member it is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.
 - c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave.

- d. The Paid Pregnancy Disability Leave Included in this section 17.46 does not modify any statutory right to disability leave.

- 17.48 A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage, or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to Human Resources which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use sick leave.
- 17.49 Whenever possible, request for such leave shall be submitted to Human Resources at least three (3) weeks prior to the anticipated date on which the leave is to commence.

PARENTAL LEAVE

- 17.50 After a unit member exhausts all available sick leave, including accumulated sick leave, the unit member shall be entitled to 'parental leave' consistent with AB 2393. Parental leave can be used for the birth of a child of the employee or placement of a child with an employee in connection with the adoption or foster care of the child by the employee. Unit members may not receive more than one 12-workweek period of partial pay parental leave within a 12-month period. Partial pay parental leave shall be compensated at fifty percent (50%) of the employee's regular salary and runs concurrent with the 12 weeks of baby bonding leave provided under CFRA.
- 17.51 A unit member who is a natural or adoptive parent may be granted an unpaid leave for childcare which shall not exceed one (1) calendar year.
- 17.52 Whenever possible, requests for such leave shall be filed with Human Resources at least three (3) weeks prior to the anticipated date on which the leave is to commence.

FAMILY AND MEDICAL LEAVE

- 17.53 An eligible employee is entitled to a total of twelve (12) work weeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.
- 17.54 The 12-month period is measured backward from the date of leave use. All leave usage which qualifies under the terms of the leave shall be counted towards the available twelve (12) work weeks within a 12-month period, including intermittent and reduced workload leaves.
- 17.55 Reduced workload leave entitlement is calculated on cumulative hours of leave taken up to the number of hours equivalent to twelve (12) times the number of hours normally worked weekly.
- 17.56 Any employee who has been employed for at least twelve (12) months AND who has been in a paid status for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave is eligible for Family and Medical Leave.
- 17.57 Leave for any of the following purposes qualifies for Family and Medical Leave:
 - a. the birth of a child of an employee, and to care for a newborn;
 - b. the placement of a child with an employee in connection with adoption or foster care of a

child by an employee;

- c. leave to care for a child, parent, or spouse who has a serious health condition; or
- d. leave because of serious health condition that makes the employee unable to perform the essential functions of their position.

- 17.58 Both parents may take leave for the birth or placement for adoption or foster care of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if their condition makes their unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling sessions, appear in court or consult with their attorney in connection with the placement of a child.
- 17.59 If both spouses are employed by the District, the aggregate number of work weeks of leave to which both are entitled is limited to twelve (12) work weeks during any one fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for their own serious illness.
- 17.60 Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care, or making arrangement for third-party care of a family member.

A "serious health condition" which includes any illness, injury, impairment, or physical or mental condition that involves:

- a. any period of incapacity or treatment in connection with or in consequent to a hospital, hospice, or residential medical care facility;
- b. any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days that also involves continuing treatment by (or under the supervision of) a health care provider; or
- c. continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days or for prenatal care;
- d. continuing treatment by a health care provider when the parent, child, spouse or employee are seriously ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:

- a. has equivalent pay and benefits;
- b. better accommodates recurring periods of leave than the regular position of the employee;
- c. voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions" unless inpatient hospital care is required;
- d. absence because of an employee's substance abuse without treatment, does not qualify for leave.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child or parent or for the employee's own serious health condition, the employee may be required to

temporarily transfer to an available alternative position for which the employee is qualified and that:

- a. has equivalent pay and benefits;
- b. better accommodates recurring periods of leave than the regular position of the employee;
- c. voluntary or cosmetic treatments which are not medically necessary are not “serious health conditions” unless inpatient hospital care is required;
- d. absence because of an employee’s substance abuse, without treatment, does not qualify for leave.

- 17.61 Leave provided in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time, or sick leave) for the employee.
- 17.62 Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.
- 17.63 If an employee indicates their intent not to return from leave (including at the start of the leave) or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee’s control, (such as where an employee’s spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave). The employee’s desire to stay with a family member even though the family member no longer requires the employee’s care, or parents’ decision to stay home with a newborn child and not return to work, do not qualify as “other circumstances beyond the employee’s control.”
- 17.64 Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.
- 17.64 If an employee is unable to return to work because of the continuation, recurrence, or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee’s child, spouse, or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within thirty (30) days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

- 17.66 FMLA does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with not less seniority for purposes of layoff, recall, vacation accrual or other seniority.
- 17.67 Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every thirty (30) days, if requested by Human Resources.
- 17.68 The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the employer and the employee.
- 17.69 If leave is foreseeable, medical certification must be provided within fifteen (15) days after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen (15) days or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.
- 17.70 If the event necessitating the leave becomes known to the employee more than thirty (30) calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave – at a minimum, thirty (30) days written, advance notice.
- 17.71 If the event necessitating the leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five (5) working days from learning of the need for the leave.
- 17.72 If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.
- 17.73 Prior to granting a leave under this policy, medical certification as identified above, may be required.
- 17.74 Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and

other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

- 17.75 If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.
- 17.76 If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two (2) years after the last action which the employee contends was in violation of the Act, or three (3) years if the violation was willful.

MILITARY LEAVE

- 17.77 Unit members who are enrolled in any reserve corps of the Armed Forces of the United States or the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veteran's Code and Education Code.
- 17.78 All employees who are reserve members of the Armed Forces are requested to make every effort to arrange for active duty for training during their vacation periods. However, if there are circumstances wherein reserve or draft deferred status would thereby be jeopardized, or if there are other extenuating circumstances, the employee should submit a written request to Human Resources giving full particulars therein before requesting orders for active-duty training. A copy of the employee's military orders shall be provided to the immediate supervisor and Human Resources as soon as possible.

HEALTH AND HARDSHIP LEAVE

- 17.79 At the discretion of the District a unit member may be granted a leave of absence not to exceed one (1) calendar year without pay for health reasons. Unit members may apply for an extension of this leave.
- 17.80 At the discretion of the District a unit member may be required to furnish a physician's statement or other acceptable proof to substantiate sick leave need or leave of absence for reasons of health.
- 17.81 Upon returning from a leave of absence, the unit member shall be reinstated to their original position if arrangements have been made and stipulated in writing at the time of leave. Otherwise, a person returning from leave of absence shall be eligible for reassignment.
- 17.82 For purposes of retirement, long-term leaves of absence shall not be considered a break in service.

EXTENDED LEAVE OF ABSENCE FOR ILLNESS

- 17.83 Consistent with Education Code section 45196, a bargaining unit member shall be credited once a year with a total of not less than one hundred (100) working days of paid sick leave, including days to which he/she is entitled under Section 17.16 of this Article. Such days of paid sick leave

in addition to those required by Section 17.16 shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. The one hundred (100) day period described in this section runs concurrently with an employee's sick leave, including current year accrued and unused sick leave and prior year sick leave that is accrued, but not used.

In other words, if an employee has 30 days of their accrued sick leave and has used all 30 days, then the employee is entitled to receive 70 days of 50% differential pay. The 70 days of 50% differential pay is calculated based upon the difference between the employee's 30 days of sick leave and the annual 100 days of differential leave.

CATASTROPHIC LEAVE

DEFINITIONS

- a. "Catastrophic Illness or Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because they have exhausted all of their sick leave and other paid time off.
- b. "Eligible Leave Credits" means vacation leave and sick leave accrued to the donating employee.

CATASTROPHIC LEAVE BANK

- 17.84 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A joint District/CSEA committee will review requests and make recommendations to the Board of Education.
- 17.85 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.
- 17.86 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with Section 17.87 of this Article.
- 17.87 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for denial.
- 17.88 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

17.89 The CSEA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.

DONATIONS

17.90 All unit members on active duty with the District are eligible to contribute to the CSEA Catastrophic Bank if they have accrued a minimum of ten (10) days sick leave.

17.91 Participation is voluntary but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. Before a participant, who satisfies Section 17.99 requirements, is eligible to withdraw from the catastrophic leave bank, there is a mandatory 6 month waiting period that begins:

- a. After the first sick leave contribution to the Bank, and
- b. After a sick leave contribution is made subsequent to a Section 17.93 cancellation period.

17.92 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible just wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment will be between July 1 and October 1 of each school year.

17.93 The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until cancelled by the unit member.

17.94 Cancellation occurs automatically whenever a unit member fails to make their annual contribution or assessment. Cancellations, on the proper form, may be affected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.

17.95 Contribution shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new unit members and those unit members returning from leave.

17.96 The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.

17.97 An additional day of contribution will be required of participants if the number of days in the Bank falls below 500. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming, assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.

17.98 If the number of days in the Bank at the beginning of a school year exceeds 1000, no contributions shall be required of returning unit members. Those unit members joining the Catastrophic Leave Bank for the first time and those returning from leave shall be required to contribute one (1) day to the Bank.

17.99 Unit members who are retiring or leaving the employment of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

REQUESTS FOR WITHDRAWALS

17.100 Eligible leave credit may be donated to an employee for a catastrophic illness or injury if all of following requirements are met:

- a. The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District;
- b. the District determines that the employee is unable to work due to the employee's or their family member's catastrophic illness or injury;
- c. the employee has exhausted all accrued paid leave credits; and
- d. the participant has satisfied the mandatory 6 month waiting period that begins after the first contribution to the Bank, and after a contribution is made subsequent to Section 17.93 cancellation period.

If the transfer of eligible leave credit is approved by the District, any employee may, upon written notice to the District, donate eligible leave credits at a minimum of eight (8) hours, and in hour increments thereafter.

- a. The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of twelve (12) consecutive months;
- b. the verification of catastrophic injury or illness required;
- c. making all transfers of eligible leave credits irrevocable.

An employee who receives paid leave pursuant to this section shall use any leave credits that they continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section. Withdrawals shall become effective immediately upon the exhaustion of sick leave.

ARTICLE 18

PROFESSIONAL GROWTH

- 18.1 It is the policy of the Board of Education to aid and encourage in any way possible the growth of employees in the knowledge and skills pertaining to their jobs and to provide opportunities in the form of workshops for such growth.
- a. The District agrees to form a balanced committee with CSEA to address the professional growth training needs for CSEA unit members.
 - b. The District agrees to identify its training concerns and share them with community colleges to assist CSEA in meeting the career development of unit members.
 - c. The District agrees to work with CSEA to increase the number of workshops and seminars for classified employees including day, evening, and weekend classes at community colleges.
- 18.2 The CSEA salary schedule will provide for five (5) experience step increments. The course work must be submitted and approved twenty (20) working days before coursework begins. Credit may be earned as follows:
- a. Adult school, community college, college, or university courses which are pre-approved by the immediate supervisor and by the appropriate District administrator.
 - b. Special workshops offered by the District for specific purposes, enrollment pre- approved by the immediate supervisor and appropriate District administrator.
 - c. Inservice courses designed and offered by the District, enrollment by invitation or by application with pre-approval of immediate supervisor and appropriate District administrator. Coursework must apply to benchmarks, standards, or actual duties of the bargaining unit member or serve to prepare the bargaining unit member for promotional opportunities within the District; and
 - d. Workshops, inservice programs, conferences, etc. offered by private firms, other public agencies, or trade unions, enrollment for salary credit by application and pre-approval by immediate supervisor and appropriate District Administrator.
 - e. Bargaining unit members may attend refresher training when necessary, provided that such training shall not occur more than one time per school year except as determined by the District. Refresher training means retraining on specific topics in which the bargaining unit member has already received training. The training must be approved by the primary administrator or administrator's designee.
- 18.3 Advancement to Training Class Levels is based upon units/credits earned after hire date.
- 18.4 Training class changes (step increments) will be made at the beginning of each school year (July 1) and will be based on evidence of completion of the required units or hours of inservice training (transcripts, certificates of completion, or other acceptable documents) and evidence of prior approval as required.
- 18.5 Evidence of completion documents must be submitted to Human Resources by October 1; the new salary will be retroactive to July 1, or to the start date of the work agreement, and be implemented no later than the December 1 payroll.

- 18.6 Units may be approved for training class credit for two (2) basic purposes:
- a. Development or improvement of skills which relate directly to the current position or classification; or
 - b. Preparation for promotion to another position or job classification within the District. In such cases, supervisors will approve for salary credit only those units which have relevance for both the current position and the target position.
- 18.7 An employee may receive no more than one (1) training class change per year.
- 18.8 Bargaining unit members may be expected to attend a reasonable number of inservice training meetings, workshops, etc. Hours earned will be reflected as inservice credit, as negotiated, if participation is outside the scheduled work day.
- a. The parties agree that for District training courses offered to CSEA bargaining unit members outside of work hours, unit members can choose either experience credit or hourly pay at the unit members' contracted hourly rate. If vacation time is used to participate in a District offered training during work hours, experience credit can be received, but hourly pay is not available on vacation days.
- 18.9 Bargaining unit members may be required to attend staff meetings. A bargaining unit member who is required to attend a staff meeting will be compensated at their appropriate rate of pay. Purposeful staff meetings develop growth cohesiveness by promoting growth through group communication. Meetings should be held regularly. Through such meetings, the bargaining unit member is given an opportunity to receive and understand administration procedures, to become familiar with the aims and purposes of the philosophy of the schools for the continuing improvement of all school operations and facilities.
- 18.10 The District and CSEA agree to form a committee composed of dual representation to explore ways in which their shared interest in training can be implemented and coordinated. The District and CSEA shall each appoint two members to a paraeducator professional development committee to address the professional growth training needs of CSEA unit members. Participants on the paraeducator professional development training committee shall also include representatives from other relevant District Departments.

ARTICLE 19

SAFETY

- 19.1 The District shall provide safe working conditions, facilities, and equipment.
- 19.2 It shall be the responsibility of the employee to report to their immediate supervisor any conditions deemed unsafe. Should no action be taken within a reasonable period of time, the employee shall report the issue to the Superintendent or designee.
- 19.3 It is the responsibility of the employee whose job requires use of tools, equipment, or motor vehicles to use the equipment in a safe, prudent, and lawful manner.
- 19.4 An employee may use reasonable force as is necessary to protect themselves from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person, or within control of a pupil.
- 19.5 If criminal civil proceedings are brought against an employee alleging that he/she committed an assault in connection with their employment, such employee may request the Board to furnish legal counsel to defend them in any civil action or proceeding brought against them within the limits set by law.
- 19.6 For internal applicants, the Board reserves the right to ensure that the bargaining unit member satisfies the physical requirements relevant to the position as a condition precedent to employment.
- 19.7 All employees upon initial employment shall present evidence of having submitted to examination (chest x-ray, skin test, or other test designed as acceptable by the County Health Department), to determine that they are free of active tuberculosis prior to commencing service and every four (4) years thereafter or more often if directed by the Governing Board upon recommendation of the local health officer. These examinations will be at District expense if they are not available without cost.

ARTICLE 20

NON-DISCRIMINATION

- 20.1 The Governing Board prohibits discrimination against and/or harassment of district employees and job applicants at any district site or activity on the basis of actual or perceived race, religion, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, military veteran status, gender, gender identity, gender expression, sex, or sexual orientation. Employees or job applicants may request reasonable accommodations for physical or mental disabilities.

SIGNATURE PAGE

EGUSD

David Reilly

Kristen Coates

Amreek Singh

Karen Rezendes

Dated: August8,2025

CSEA

Rocio Galvan

Tina Coutee

Maria Noble

Yolanda Saunders

Dated: August 8, 2025

SALARY SCHEDULE

See Appendix A(1) or Elk Grove Unified School District Website:

- **<http://www.egusd.net>**
- Select EMPLOYMENT
- Select Salary Schedules
- Select CSEA, California School Employees Association, Salary Schedule
23

**ELK GROVE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Salary Schedule #23
2025-2026**

Classification	Training	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7+
	Classes (3%)*							
Paraeducator I **	301	\$ 18.81	\$ 19.18	\$ 19.57	\$ 19.97	\$ 20.57	\$ 21.18	\$ 22.04
	302*	19.37	19.76	20.15	20.57	21.18	21.82	22.70
	303*	19.95	20.35	20.76	21.18	21.82	22.47	23.38
	304*	20.56	20.96	21.38	21.82	22.47	23.15	24.07
	305*	21.17	21.59	22.03	22.47	23.15	23.85	24.79
	306*	21.81	22.24	22.69	23.15	23.84	24.56	25.54
Paraeducator II ***	321	\$ 19.26	\$ 19.64	\$ 20.04	\$ 20.43	\$ 21.05	\$ 21.68	\$ 22.55
	322*	19.84	20.24	20.64	21.05	21.68	22.34	23.22
	323*	20.43	20.84	21.27	21.68	22.34	23.00	23.92
	324*	21.05	21.46	21.90	22.34	23.00	23.69	24.64
	325*	21.68	22.11	22.56	23.00	23.69	24.40	25.38
	326*	22.33	22.77	23.23	23.69	24.40	25.13	26.14
Paraeducator III ****	351	\$ 20.96	\$ 21.38	\$ 21.81	\$ 22.24	\$ 22.91	\$ 23.60	\$ 24.54
	352*	21.59	22.03	22.46	22.91	23.60	24.30	25.28
	353*	22.23	22.69	23.14	23.60	24.30	25.03	26.04
	354*	22.90	23.37	23.84	24.30	25.03	25.78	26.82
	355*	23.59	24.06	24.55	25.03	25.78	26.55	27.62
	356*	24.29	24.79	25.29	25.78	26.55	27.35	28.45
Child Associate	371	\$ 21.98	\$ 22.42	\$ 22.87	\$ 23.33	\$ 24.02	\$ 24.74	\$ 25.73
Family Advocate - Bilingual	372*	22.64	23.10	23.55	24.02	24.74	25.48	26.50
Family Advocate - General	373*	23.32	23.79	24.26	24.74	25.48	26.24	27.29
Family, School, Community Liaison	374*	24.01	24.51	24.99	25.48	26.24	27.03	28.11
Paraeducator - Early Childhood Education (ECE)	375*	24.73	25.25	25.74	26.24	27.03	27.84	28.95
Parent Liaison	376*	25.47	26.01	26.51	27.03	27.84	28.68	29.82
Teaching Associate, General								
Teaching Associate, Infant/Toddler Program								
Paraeducator IV	391	\$ 23.52	\$ 23.99	\$ 24.47	\$ 24.96	\$ 25.70	\$ 26.47	\$ 27.53
	392*	24.22	24.71	25.20	25.70	26.47	27.26	28.35
	393*	24.95	25.46	25.96	26.47	27.26	28.08	29.20
	394*	25.69	26.23	26.74	27.26	28.08	28.92	30.08
	395*	26.46	27.01	27.54	28.08	28.92	29.79	30.98
Educational Interpreter for the Deaf & Hard of Hearing	511	\$ 27.49	\$ 28.86	\$ 30.31	\$ 31.83	\$ 33.42	\$ 35.09	\$ 36.85
Health Assistant - Special Education	512*	28.31	29.72	31.21	32.78	34.42	36.14	37.95
Job Development Specialist	513*	29.16	30.62	32.15	33.77	35.45	37.23	39.09
Program Educator	514*	30.04	31.53	33.12	34.78	36.51	38.34	40.26
Project Implementor	515*	30.94	32.48	34.10	35.82	37.60	39.49	41.47
Project Implementor - Substance Abuse Prevention Educator	516*	31.87	33.46	35.12	36.89	38.72	40.68	42.72
Teaching Associate - Bilingual/Translator Interpreter								
Health Assistant II (Licensed Vocational Nurse)	531	\$ 29.41	\$ 30.88	\$ 32.43	\$ 34.05	\$ 35.75	\$ 37.54	\$ 39.41
	532*	30.29	31.81	33.40	35.07	36.82	38.66	40.60
	533*	31.20	32.76	34.40	36.12	37.93	39.82	41.81
	534*	32.14	33.75	35.43	37.20	39.06	41.02	43.07
	535*	33.10	34.76	36.50	38.32	40.24	42.25	44.36
	536*	34.10	35.80	37.59	39.47	41.44	43.52	45.69

**ELK GROVE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Salary Schedule #23
2025-2026**

Classification	Training							
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7+
PreK Instructor	611	\$ 36.51	\$ 37.60	\$ 38.72	\$ 39.92	\$ 41.12	\$ 42.34	\$ 44.10
	612*	37.60	38.72	39.88	41.12	42.34	43.61	45.42
	613*	38.73	39.89	41.07	42.35	43.61	44.91	46.78
	614*	39.90	41.09	42.31	43.62	44.92	46.26	48.18
	615*	41.11	42.32	43.57	44.92	46.27	47.65	49.63
	616*	42.33	43.59	44.87	46.27	47.65	49.09	51.13

LONGEVITY BONUS AT THE COMPLETION OF:

7th year	\$ 719
10th year	\$ 1,077
13th year	\$ 1,406
16th year	\$ 1,775
19th year	\$ 2,132
22nd year	\$ 2,512
25th year	\$ 2,886

- * Advancement to training class levels is based upon units/hours earned after date of hire.
- ** Effective 1/1/2024: Former associated classifications were Paraeducator - General and Paraeducator - Pre-Kindergarten.
- *** Effective 1/1/2024: Former associated classification was Paraeducator - Special Education, Mild/Moderate.
- **** Effective 1/1/2024: Former associated classification was Paraeducator - Special Education, Moderate/Severe.

For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

SUBSTITUTE EMPLOYEES:

The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

All classified EGUSD retirees, when substituting in the classification they retired from or any lower classification will be paid at the same step they were on when they retired. Those substituting in a higher classification from when they retired will be paid at Step 1.

Effective July 1, 2025
Board Approved: January 13, 2026 - 2%