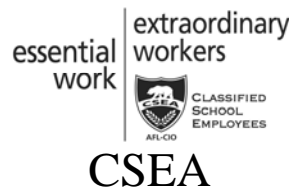


CSEA

# COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE  
JULY 1, 2004 THROUGH JUNE 30, 2007

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
Elk Grove Chapter #831



ELK GROVE UNIFIED SCHOOL DISTRICT



# **ELK GROVE UNIFIED SCHOOL DISTRICT**

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## ARTICLE I

### 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.
- 1.4 This Agreement shall remain in full force and effect from November 1, 2004 to October 31, 2007.
- 1.5 For the years 2005-06 and 2006-07 the only subjects for negotiations shall be Article 14 – Salary and Article 15 Health and Welfare Benefits and two (2) additional articles of each party’s choice. Negotiations shall be opened no later than September 30 of each year by either party with a list of issues and interests.

## 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 Communicatively Disabled/Deaf & Hard of Hearing

Family Advocate

Health Assistant, Special Education

Job Development Specialist

Paraprofessional – BTTI

Paraprofessional – Elementary Physical Education

Paraprofessional – General

Paraprofessional – Infant/Toddler Programs

Paraprofessional – Pre-Kindergarten

Paraprofessional – Special Education, Communicatively Disabled/Deaf & Hard of Hearing

Paraprofessional – Special Education, Crossroads Program

Paraprofessional – Special Education, Inclusive Education/Severely Disabled

Paraprofessional – Special Education, Independent Living Skills

Paraprofessional – Special Education, Non-Severely Disabled

Paraprofessional – Special Education, Severely Disabled

Paraprofessional – Special Education, Visually Impaired

Parent Liaison

Program Associate, Bilingual

Program Educator

Project Implementor – BTTI

Project Implementor – Substance Abuse Prevention Educator

Teaching Associate, Bilingual

Teaching Associate, General

- 2.2 Changes in the approved unit will be accomplished subject to existing Public Employment Relations Board regulations.

## 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 Classified Personnel. 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) (Appendix E).

- 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, the Agreement will be published on the Internet. Hard copies of the Agreement will be provided to District managers and employees. For the term of this Agreement, CSEA field office will provide half of the required copies.
- 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.
- 3.11 Organizational Leave, designated officers of CSEA (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.

## 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 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 5.2 Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in amounts that do not exceed the periodic dues of CSEA, for the duration of this agreement.
- 5.3 The District and CSEA intend to implement the provisions of SB1960 as set out in this Agreement effective January 1, 2001.
- a. Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees directly to CSEA or, if a religious exemption is granted, make equivalent payments to charity in lieu of service fees.
- 5.4 No bargaining unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the bargaining unit member first comes into the bargaining unit.
- 5.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.
- a. Mercy Hospice
- b. National Children's Cancer Society
- c. EGUSD Healthy Start Program
- 5.5.1 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.

## DUES AND SERVICE FEE DEDUCTIONS

- 5.6 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for employees in the bargaining unit.
- 5.7 The District shall deduct, in accordance with the CSEA dues and service fee schedule, dues, service fees, or payments to charity in lieu of service fees from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member.
- 5.8 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA pursuant to this Agreement.
- 5.9 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA with an alphabetical list of all bargaining unit members, identifying them by name, social security number, months per year in paid status and monthly salary, and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.
- 5.10 Nothing contained herein shall prohibit a bargaining unit member from paying service fees directly to CSEA.
- 5.11 The District shall immediately notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 5.12 The District shall deduct and pay to CSEA service fees for each bargaining unit member who is obligated to pay such fees, pursuant to this Agreement, unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. A payroll deduction authorization form shall not be required for such deductions.

## MISCELLANEOUS

- 5.13 CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonable prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest-bearing escrow account all amounts reasonably in dispute while such challenges are pending.

- 5.14 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court of administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof.
- 5.15 CSEA agrees to reimburse the District, its officer and agents for any award or compromise of damages or liability arising out of any court of administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof, provided the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.
- 5.16 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

## 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 the person or persons, including CSEA or representatives thereof, making the claim.
- 6.3 A “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.
- 6.4 A “day” unless otherwise defined is a calendar day.

#### 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 Classified Personnel with attached copies of the pre-grievance statement and response.
- 6.10 Within ten (10) days after receipt of the written grievance, the Director of Classified Personnel or his/her 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 his/her 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 his or her 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 himself or herself 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 Classified Personnel 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 his/her 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 the Human Dignity Policy (Appendix D). 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 his or her 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 “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.
- 7.2 “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.
- 7.3 “Permanent” as used in the phrase “permanent employee” includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.
- 7.4 “Probationary” as used in the phrase “probationary employee” includes any bargaining unit member hired or transitioned to a different classification who has not completed their initial six months of employment in that classification from either the date of hire or the date of transition.
- 7.5 “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.
- 7.6 “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.
- 7.7 “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.

## ARTICLE 8

### DUTY HOURS AND WORKING CONDITIONS

#### 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. 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 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 for Classified Personnel and CSEA will consider possible alternatives including but not limited to transfer and provide the unit member a written response within ten (10) days of receiving the appeal. If no acceptable alternative can be reached, the employee may elect to be laid off.
- 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 his/her 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 his/her 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.

## MEAL PERIODS

8.7 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.

8.7.1 If necessary for the efficient performance of District work, the lunch period may be scheduled before the unit member has worked four (4) hours.

8.7.2 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.)

8.7.3 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

8.8 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

8.9 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.

8.9.1 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.

8.9.2 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.

8.9.3 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.

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

## HOLIDAY WORK

8.10 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

- 8.11 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.
- 8.12 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, REASSIGNMENT AND PROMOTION

#### 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.
- 9.3 “Involuntary transfer” is a move from one site to another initiated by the District.
- 9.4 “Promotion” is a movement from one classification to a higher classification.
- 9.4.1 For track reassignment, a unit member is entitled to thirty (30) calendar days notice prior to the reassignment. The unit member may, however, elect to be reassigned prior to the thirty (30) calendar days

#### PROCEDURES

- 9.5 Assignments and reassignments are 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.
- 9.6 Only permanent employees who are not in an unscheduled evaluation process may request a transfer to a vacant position. Vacant positions will be posted eight (8) working days. At least four (4) transfer applicants will be granted an interview. If the number of transfer applicants exceeds four, then the candidates will be paper screened and rated based upon the identified priorities of the position which could include but not be limited to language needs, experience at grade levels or within programs, or specific training. The individual manager may determine to interview more than four (4) candidates should he or she believe it appropriate.
- 9.7 All qualified employees seeking a position as a transfer or promotion shall submit to Human Resources a completed application prior to the closing date of the posting.
- 9.8 This Article will be reopened after December 31, 2000 without regard to the limits on reopeners.

## ARTICLE 10

### PERSONNEL FILES, EVALUATIONS, AND PROBATIONARY PERIOD

- 10.1 Personnel files of each bargaining unit member shall be maintained in the District's central administrative offices.
- 10.2 Every bargaining unit member shall have the right to examine his/her 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 recommendations for permanency. Normally the evaluations shall be made on or before the third and sixth month of employment on standard evaluation forms. Permanent employees shall be evaluated annually on or before the employee's anniversary date. The District shall provide the necessary evaluation forms to be completed by the administrator.
- 10.6 Normally evaluations shall be performed by an administrator. A certificated unit member (teacher) may provide input to the evaluation but may not be the official evaluator. For record keeping purposes, the name of the teacher providing input shall be on the evaluation form. Evaluation forms will be signed by the responsible administrator.
- 10.7 The employee shall sign the evaluation to indicate knowledge of the contents but not necessarily agreement on the contents.
- 10.8 The employee shall be provided a copy of the evaluation at the time that it is signed. The employee shall sign the evaluation to indicate knowledge of the contents but not necessarily agreement on the contents.
- 10.9 Within twenty (20) working days of receipt of the evaluation, the employee may file a written response to the evaluation with Human Resources and have that response attached to the evaluation and placed in the employee's personnel file.
- 10.10 When an employee performs unsatisfactorily, it shall be the responsibility of the supervisor and/or 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 Human Resources.

10.11 Evaluation forms shall be in triplicate. The original shall be sent to the personnel file in Human Resources, one copy shall be kept in the files of the administrator, and one copy shall be given to the employee.

10.12 Evaluations may be grieved for procedural violations of this Article.

PROBATIONARY PERIOD

10.13 An employee shall serve a six (6) month probationary period.

## 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 his/her voluntary consent, except a layoff for lack of work or lack of funds.
- 11.2 “Suspension” means temporary removal of any employee from his/her 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 him or her and the evidence which supports it. The employee shall also be given a statement of his or her 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 his/her position.
  - b. Insubordination including but not limited to, refusal to do assigned work.
  - 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 his or her 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 himself/herself 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 the termination of an employee because of lack of work and/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 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.
- 12.3 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.
- 12.4 A “bumping right” is the right when actually facing layoff to displace an employee.

#### SENIORITY

- 12.5 Length of service (seniority) shall be the only criterion used to effect layoffs. Length of service means first date of employment within the classification.
- 12.6 Seniority or length of service for layoff purposes shall be calculated on the basis of hire date in a particular classification plus higher classifications:
- 12.6.1 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 his/her name is on a reemployment list.
  - 12.6.2 Time served as a substitute or short-term employee prior to regular appointment shall not count towards seniority in classification.
  - 12.6.3 “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.
- 12.7 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.

- 12.8 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.
- 12.9 An employee may challenge his/her place on the seniority list by making objections in writing to the administrator in Human Resources who shall review the objections and conduct an audit and make the results known to CSEA and the employee prior to the effective date of any layoff involving the employee. If no such objection is received prior to layoff, the employee is considered to have waived his/her right to grieve.

## PROCEDURES

- 12.10 The District will give an employee no less than thirty (30) calendar days notice prior to the effective date of their layoff. Such notices shall inform the employee of his/her displacement rights, if any, and reemployment rights.
- 12.11 Classified employees shall be laid off in inverse order of seniority by job classification. Employees who have been employed the shortest time in the classification plus higher classifications shall be laid off first.
- 12.12 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.
- 12.13 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.
- 12.14 An employee shall be allowed to accept layoff and not exercise bumping rights if that is their preference.
- 12.15 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.

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

## REEMPLOYMENT

- 12.17 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.
- 12.18 Employees who have been laid off are responsible for maintaining a current address and phone number with Human Resources.
- 12.19 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.
- 12.20 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.
- 12.21 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.
- 12.22 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.
- 12.23 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 his/her 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. An employee who has been laid off may refuse the first bona fide offer of reemployment but the rejection of the second bona fide offer will constitute a waiver of the employee's statutory right to be on the reemployment list. 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.
- 12.24 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 he/she qualifies and such employment shall in no manner jeopardize or otherwise affect his/her status or eligibility for reemployment.
- 12.25 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

- 12.26 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.
- 12.27 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.
- 12.28 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, his/her present salary.
- 12.29 An employee displaced pursuant to this section shall have the same rights as persons laid off for lack of work or lack of funds.
- 12.30 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

- 12.31 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

- 12.32 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.
- 12.33 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.

## ARTICLE 13

### SALARY

#### SALARY SCHEDULE

- 13.1 The salary schedule will provide for five (5) Training Class Levels (See Appendix A). (Each training class will require the completion of the equivalent of eight (8) semester hours of college credit or fifteen (15) clock hours of instruction per unit – 120 hours total). Credit may be earned as described in Article 19 Professional Growth.
- 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 16<sup>th</sup> of the month will be considered to have begun work on the first of the month. An employee starting work after the 15<sup>th</sup> of the month will be considered to have begun work on the first day of the following month.

#### LONGEVITY

- 13.4 Effective July 1, 2006, 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<sup>th</sup> year - \$493 annually
  - At the end of the 10<sup>th</sup> year - \$738 annually
  - At the end of the 13<sup>th</sup> year - \$963 annually
  - At the end of the 16<sup>th</sup> year - \$1,216 annually
  - At the end of the 19<sup>th</sup> year - \$1,461 annually
  - At the end of the 22<sup>nd</sup> year - \$1,720 annually effective July 1, 2000
  - At the end of the 25<sup>th</sup> year - \$1,978 annually effective July 1, 2001

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 error 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 of the correction or a supplemental payment drawn against any available funds, whichever is appropriate.
- 13.6 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.

- 13.7 If excess monies are paid or advanced to an employee, or monies are owed to the District for any reason, the employee is liable and responsible for repayment of the monies owed in the manner prescribed below:
- 13.7.1 The District shall notify the employee of the amount and the nature of the overpayment. This notification shall be given to the employee not less than thirty (30) days prior to the deduction of the amount owed from the employee's pay check and shall include the language set forth in Section 13.7 of this Article. If the employee does not dispute the debt, the District may begin deducting from the next regular pay check an amount equal to five percent (5%) of the employee's net pay check until the debt is paid. CSEA shall receive notification at the same time the employee is notified of the need for repayment. The repayment at the rate of five percent (5%) of net pay will be adjusted in cases of hardship to the employee. Nothing in this section shall preclude an employee from agreeing to repay the debt owed in larger increments providing the agreement is voluntary and in writing.
- 13.7.2 If the employee disputes the debt, information regarding the dispute shall be submitted within ten (10) days of the notification of the debt owed to the Director of Finance for consideration.
- 13.7.3 If the employee disputes the decision of the Director of Finance, information regarding the dispute shall be submitted within ten (10) working days of the notification of the Director of Finance's decision to a three-member panel for consideration. This panel shall be comprised of one member chosen by the District, one member chosen by CSEA and a third member mutually agreed to by the representatives of the District and CSEA. This panel shall review the information by the District and the employee and render a decision as to whether the debt is owed by the employee. If the panel determines that the debt is owed, deduction from the employee's next regular pay check shall begin in amounts set forth in this Article.
- 13.7.4 The District shall be limited by the applicable California statutes as to the time period for recovery of debts owed by employees.
- 13.7.5 In all cases, neither the District nor the employee shall be precluded from pursuing legally constituted methods for resolutions of a dispute regarding the debt.

## 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 work condition and insurance. The employee's execution of the form will be voluntary and required 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 his/her vehicle.
- 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 The District will pay the full amount of the least expensive medical/dental/vision package. The District also agrees to make a good faith effort to change the insurance plan years to coincide with the open enrollment periods.
- 14.3 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 major medical programs will be available.
- 14.4 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.
- 14.5 Payroll deductions, if required, shall be on a 10 month basis.
- 14.6 Those waiving medical benefits shall be paid \$650 annually; \$120 annually for dental and \$30 annually for vision.
- 14.7 The District and CSEA agree to a continuation of the current system of paying for health benefits for 1999-2000 except as set out below. Other modifications to the health benefit package or payments will be negotiated with the health insurance committee.
- 14.7.1 Effective July 1, 2000, eligible employees will make a contribution to their current health care benefit package of \$27.00 tenthly. Effective July 1, 2001, eligible employees will make a contribution to their current health care benefit package of \$28.00 tenthly. Effective July 1, 2002, eligible employees will make a contribution to their current health care benefit package of \$29.00 tenthly.
- 14.7.2 The dental benefit program will reimburse orthodontia 50% of the cost to a maximum of \$2,500.
- 14.7.3 The District and CSEA agree to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT). The EGBERT will assume the responsibility for the payment of retiree health benefits for those retiring effective July 1, 2000. During the interim time frame, the District will assume the responsibility for the payment of retiree health benefits for those retiring prior to July 1, 2000. The District will continue the payment for existing retirees as set out in current agreements, and the district will make the agreed upon contribution to the trust

(\$54.00 tenthly for each benefit qualified unit member for 2000-2001 and \$56.00 tenthly for 2001-2002).

- 14.7.4 It is intended that the EGBERT board will be made up of one representative from CSEA, one from AFSCME, one from ATU, one from EGUSD MGT, one from EGEA, one from PSWA, and two from current retirees (one from certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representatives agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions with the District.
- 14.8 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided.
- 14.9 In the event of cancellation of a plan(s) by a carrier, if any premium is refunded, the amount of the District contribution included therein shall be refunded directly to the District.

#### ELIGIBILITY

- 14.10 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 hours show that they are working more than five and a half (5.5) hours per day. The District will offer each person who works more than 5.5 hours per day an opportunity to waive health insurance benefits if they can show that they have other health insurance.
- 14.11 Upon initial employment 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.
- 14.12 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract plan, i.e., 7/1 through 6/30.
- 14.13 Retired unit members (including certified disability retirees) are eligible for health and hospitalization plans under this section provided they have at least 120 months (10 years) of benefits eligible service prior to retirement date. Retirees must be actively drawing retirement benefits from PERS. Such retirees shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.
- 14.14 A 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.

- 14.15 Open enrollment shall be during the month of April-May, 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.
- 14.16 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.
- 14.17 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.
- 14.18 An employee may be included in a plan as an enrolled employee and/or as a dependent of another enrolled employee. An individual may be included as a dependent under the enrollment of one or both employees.
- 14.19 Upon initiation of a new program, 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 Payroll Office within thirty (30) days of the date of initiation of the new program.
- 14.20 New, reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.
- 14.21 An employee who is enrolled in a plan and whose enrollment terminates because of failure to pay his/her 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.
- 14.22 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

- 14.23 The District shall provide Worker's Compensation Insurance for all unit members.
- 14.24 All employees of the District are covered by liability and indemnity insurance carried by the District.
- 14.25 The District agrees to institute a program effective January 1, 1994, which will provide no less than the current or future benefits provided by SDI. The District may at its option utilize existing leave procedures to assure that employees who would have been eligible for SDI receive no less income than the employee would have received from the SDI benefit.
- 14.26 The District agrees to cover new employees without the former regulation imposed pursuant to SDI for prior year earnings. Other eligibility standards for SDI will be continued.

- 14.27 All classified employees who average half-time or more in employment, or at the completion of the qualifying number of hours or days in a fiscal year, shall become members of the Public Employees' Retirement System. Payroll deduction shall be made from earnings for the purpose of handling employee contributions to the retirement fund. District contributions for classified employees' retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.
- 14.28 A tax-sheltered annuity program and deferred compensation are available to all unit members.
- 14.29 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.
- 14.30 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this Agreement desires to have the District become a participant employer in such fund or trust, either party shall have the right to reopen this Agreement for the specific purpose of negotiation concerning the District's participating in such fund or trust.
- 14.31 Such right to reopen this Agreement shall be in addition to any other right to reopen which is set forth elsewhere in this Agreement.

## ARTICLE 15

### HOLIDAYS

- 15.1 The following fifteen (15) 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

- 15.2 Employees will receive those holidays falling within 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, December 25, the last working day before January 1 and 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 15<sup>th</sup> 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 15<sup>th</sup> 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 16<sup>th</sup> 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 his/her 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.

## 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 his/her employment may be terminated by the District.
- 17.8 Immediate family referred to throughout this Article shall mean the mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchildren, foster parents or any relative living in the immediate household of the employee.

#### 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 person in the household. Sick leave used for dependents is not to exceed half of the total annual accrual unless special circumstances are approved by Human Resources.
- 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 his/her accrued sick leave.

#### PROCEDURES FOR REQUEST FOR LEAVE

- 17.15 A Request for Leave of Absence (Appendix C) 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 one (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 leave 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 his/her 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 his/her 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 18.7 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 his/her 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 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 death of any member of his/her immediate family. Prior approval is not required.
- 17.26 Such leave shall not be deducted from accumulated sick leave.

## OCCUPATIONAL PURPOSE LEAVE

- 17.27 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

- 17.28 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.
- 17.29 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.
- 17.30 However, any employee called to make a court appearance as a litigant or because he/she is involved due to his/her own connivance and misdoings shall receive no salary during the time of his/her absence unless taken as personal necessity leave.
- 17.31 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.
- 17.32 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

17.33 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.

17.34 Such absences shall not exceed two (2) full days in any fiscal year.

## PERSONAL EMERGENCY LEAVE

17.35 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.

17.36 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

17.37 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 his/her immediate family.
- b. Accidents involving his/her person or property, or the person or property of a member of his/her immediate family of such an emergency nature that the immediate presence of the employee is required during his/her work day.
- c. The birth or adoption of his/her child.
- d. Appearance in court as a litigant.

17.38 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

- 17.39 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.
- 17.40 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.
- 17.41 Upon returning from a leave of absence, the unit member shall be reinstated to his/her 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.
- 17.42 For purposes of retirement, long-term leaves of absence shall not be considered as a break in service.

#### MATERNITY LEAVE

- 17.43 Maternity leave provided by this section is an unpaid leave taken when the unit member is not disabled by her pregnancy or when she does not have any leave balances.
- 17.44 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.
- 17.45 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.

#### PREGNANCY DISABILITY LEAVE

- 17.46 Pregnancy Disability leave provided by this Article is a paid leave of absence prior to or after the birth of the baby for a length of time specified by the attending physician.
- 17.47 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.
- 17.48 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.

## CHILD CARE LEAVE

- 17.49 Child Care leave provided by this Article is an unpaid leave of absence requested by a birth parent or adoptive parent for a length of time approved by the District and Board of Education.
- 17.50 A unit member who is a natural or adoptive parent may be granted an unpaid leave for child care which shall not exceed one (1) calendar year.
- 17.51 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

- 17.52 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.
- 17.53 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.
- 17.54 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.
- 17.55 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.
- 17.56 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 his/her position.
- 17.57 Both father and mother 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 her condition makes her 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 his/her attorney in connection with the placement of a child.
- 17.58 If both the husband and wife 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 his or her own serious illness.

17.59 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. Two or more visits to a health care provider.
- b. Two or more treatments by a health care practitioner (e.g. physical therapist) on referral from, or under the direction of a health care provider, or
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).
- d. Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g. appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

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.
- 17.60 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.
- 17.61 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.
- 17.62 If an employee indicates his/her 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 a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control".
- 17.63 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.
- 17.65 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.
- 17.66 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 the Personnel Office.

- 17.67 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.
- 17.68 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.
- 17.69 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.
- 17.70 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.
- 17.71 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.
- 17.72 Prior to granting a leave under this policy, medical certification as identified above, may be required.
- 17.73 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.
- 17.74 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.
- 17.75 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

- 17.76 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.
- 17.77 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

- 17.78 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.
- 17.79 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.
- 17.80 Upon returning from a leave of absence, the unit member shall be reinstated to his/her 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.
- 17.81 For purposes of retirement, long-term leaves of absence shall not be considered a break in service.

## EXTENDED LEAVE OF ABSENCE FOR ILLNESS

- 17.82 A bargaining unit member shall be credited 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 18.16 of this Article. Such days of paid sick leave in addition to those required by Section 18.16 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.

## 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 he or she has exhausted all of his or her 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

- 17.83 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.
- 17.84 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.
- 17.85 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with Section 18.95 of this Article.
- 17.86 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.
- 17.87 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.
- 17.88 The CSEA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.

### DONATIONS

- 17.89 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.
- 17.90 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.

- 17.91 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.
- 17.92 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.
- 17.93 Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment. Cancellations, on the proper form, may be effected 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.
- 17.94 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.
- 17.95 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.
- 17.96 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.
- 17.97 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.
- 17.98 Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

#### REQUESTS FOR WITHDRAWALS

- 17.99 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 his or her family member's catastrophic illness or injury;
  - c. the employee has exhausted all accrued paid leave credits.

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 he or she 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 instructional support salary schedule will provide for five (5) experience step increments. The coursework must be submitted and approved (Prior Approval Form Appendix B) fifteen (15) 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.
- 18.3 Advancement to Training Class Levels is based upon units/credits earned after hire date.
- 18.4 Training class changes 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.
- 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 his/her 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.

## 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 himself/herself 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 or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend him/her in any civil action or proceeding brought against him/her within the limits set by law.

ARTICLE 20

NON-DISCRIMINATION

- 20.1 The District shall not permit discrimination based on race, color, religion, sex, handicap, union activity, or national origin in any of its contractual obligations.

SIGNATURE PAGE

ELK GROVE UNIFIED SCHOOL DISTRICT

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ELK GROVE #831

BY: \_\_\_\_\_

Date: \_\_\_\_\_

BY: \_\_\_\_\_

Date: \_\_\_\_\_

**SALARY SCHEDULE**

*See Elk Grove Unified School District Website:*

- **<http://www.egusd.net>**
- Select STAFF from left column
- Under EGUSD Teacher/Staff Resources – Select EGUSD Salary Schedules
- Select CSEA, California School Employees Association, Salary Schedule 23



# CLASSIFIED PERSONNEL COURSEWORK PRIOR APPROVAL FORM

PLEASE SEND TO: CURRICULUM/PROFESSIONAL LEARNING OFFICE

- \* This form must be submitted AND approved **15 WORKING DAYS BEFORE** coursework begins.
- \* Credit will be granted for attendance during **NON-CONTRACT** time only.
- \* Do **NOT** submit a Prior Approval form if the course is listed on the Curriculum/Professional Learning Web Site
- \* Complete one (1) form per course.
- \* See reverse for instructions and approval criteria.

If you wish to have the Prior Approval returned to you at home,  
please send a self-addressed stamped envelope with your Prior Approval.

(Check one)  
 College/University Course   
 Non-District-Sponsored Inservice

Name: _____	Date: _____
Social Security Number:    _ _ - _ - _ - _ - _ - _ - _ -	School/Site: _____
Your Regular Work Hours: From _____ To _____	Job Title: _____
School Year: Traditional: _____ Year Round: Track A _____ B _____ C _____ D _____ Cross track _____ <b>(Please submit copy of Cross-Track Calendar w/signature approval from Principal/Supervisor)</b>	

For Courses <b>NOT</b> on the EGUSD Professional Learning Website	
Course Title: _____	Course Number: _____
College/University or Organization Name: _____	
Number of Units: <small>Circle one</small> _____ Semester/Quarter Units <b>OR</b> Number of Clock Hours _____	
Date Course Begins: ____ / ____ / ____	Date Course Ends: ____ / ____ / ____    Course Class Hours: From: _____ To: _____
How many of these hours will be covered by vacation time? _____	
How many of these hours will be covered by compensatory time off (CTO)? _____	
If vacation or CTO is being used to cover work hours, <b>Supervisor/Principal must verify that vacation or CTO is available AND authorized.</b> (Monthly absence report must still be completed). <b>Vacation/CTO/approval - Supervisor/Principal SIGNATURE:</b> _____	
_____ Employee SIGNATURE	_____ Workshop Approval: Administrator SIGNATURE    Date

<b>ATTACH COURSE DESCRIPTION, BROCHURE OR OTHER INFORMATION, and</b> Describe how class will enhance your District assignment (be specific): _____ _____
Or, if you are obtaining a higher degree (GED, AA, BA), please list degree you are pursuing: Degree: _____ Institution: _____

<b>Inservice Verification</b>		
If the inservice/course was NOT a college or university course for which a grade card or transcript was issued, <b>EITHER:</b>		
1. Have the instructor sign this form, date it, and indicate the number of hours completed, <b>OR</b>		
2. Attach a copy of your registration form or receipt and an agenda, syllabus or certificate.		
Instructor's SIGNATURE _____	Number of Hours/Units _____	Date _____

All signed copies of this form will be returned to you. Upon completion of coursework, **submit the top copy of the Prior Approval Form AND proof of completion TOGETHER to Human Resources.** The bottom copy is for your records.

FOR OFFICE USE ONLY: EGUSD	Approved Course Number _____	Institution Number: _____
SIGNATURE, Director, Professional Learning _____	Date _____	District Goal/Curriculum Area _____

H:\Forms\CLPA 11/04 Front

## Instructions for Using this Form

1. If the course you want to take **IS ON THE EGUSD CURRICULUM/PROFESSIONAL LEARNING WEB SITE, A PROFESSIONAL LEARNING FLIER OR THE "PROFESSIONAL LEARNING OPPORTUNITIES FOR CLASSIFIED" FLIER**, you do **NOT** need to complete a Prior Approval form. **Please complete a Prior Approval Form for any class sponsored by Adult Education.**
2. If the course you want to take **IS NOT ON THE EGUSD CURRICULUM/PROFESSIONAL LEARNING WEB SITE**, you **DO** need to complete a Prior Approval form and attach adequate documentation about the course to support your request.
3. Submit the Prior Approval form to the Curriculum/Professional Learning Office, **ALLOWING AT LEAST 15 WORKING DAYS PRIOR TO THE COURSE START DATE FOR THE APPROVAL PROCESS.** (Course approval process starts on the date received by Curriculum/Professional Learning Office.)
4. Upon approval, all signed copies of this form will be returned to **you** to hold until course is completed.
5. Upon completion of coursework, submit the top copy of the Prior Approval Form **AND** proof of completion **TOGETHER** to **Human Resources**. The bottom copy is for your records.

### **VERIFICATION OF COMPLETION**

For courses on the Professional Learning Web Site, a Professional Learning Flier OR any "Professional Learning Opportunities For Classified" Flyers:

- a) Register with the Curriculum/Professional Learning Office by mail, or call the Electronic Registrar at 686-7561;
- b) At the workshop, **SIGN** the Inservice Attendance Report.

For college/university courses:

- a) Submit the official transcript or original grade card to Human Resources together with the top copy of your Coursework Prior Approval Form. (The yellow copy is for your records)

For non-District sponsored inservices and college/university courses without college/university credit:

- a) See front of the Coursework Prior Approval Form under Inservice Verification.

### **APPROVAL CRITERIA**

1. Inservice credit will be granted only if course/inservice is approved by the Director, Instructional Support.
2. This form must be submitted and approved **BEFORE** coursework begins.
3. Credit will be allowed for course/inservice work even if the District pays for any part of the employee's expenses.
4. Credit cannot be earned during normally scheduled work hours unless you are using vacation time or compensatory-time-off (CTO) approved by your Supervisor.
5. Course or inservice cannot duplicate a course taken previously. (Course or inservice may be taken for credit one (1) time. Duplications of coursework and inservices will not count for advancement.)
6. Course participation must be verified by Human Resources (i.e. transcripts and inservices sign-in sheets etc.)
7. **Course relates directly to your District assignment or is needed to attain a GED, AA, or BA degree.**

**PLEASE NOTE:** Classified Personnel need eight (8) semester units or 120 inservice hours to move to the next training class increment. All documents to support your pre-approval and attendance **MUST** be received in Human Resources by **October 1st** of the school year in which the change is made.



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## PERSONAL NECESSITY LEAVE GUIDELINES

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*Personal Necessity hours are taken from sick leave.*

### ***Section I***

During any school year, unit members may not use more than 7 days of accumulated sick leave benefits in the following cases of personal necessity:

- a. Death\* or serious illness (defined as an illness that may be terminal) of a member of his/her immediate family.\*\*
- b. Accidents involving his/her person or property, or the person or property of a member of the immediate family of such an emergency nature that the immediate presence of the employee is required during his/her workday.
- c. The birth or adoption of his/her child.
- d. Appearance in court as a litigant under official order (attach copy of official order/subpoena).

### ***Section II***

During any school year, 1, 2, or 3 of the 7 total personal necessity days may be used for the following reasons, depending on your accumulated sick leave:

**1+ days of accumulated sick leave = 1 day PN**  
**30+ days of accumulated sick leave = 2 days PN**  
**60+ days of accumulated sick leave = 3 days PN**

.....

## **REASONS**

- a. Death involving close friends or relatives other than immediate family.
  - b. Accident involving relatives other than members of the immediate family.
  - c. Illness involving relatives 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.
- .....

**NOTE:**

\* Personal necessity leave for death of a member of the employee's immediate family should only be requested after the employee has exhausted available bereavement leave.

\*\* Immediate family shall mean the mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parents, or any relative living in the immediate household of the employ

**Philosophy-Goals-Objectives and Comprehensive Plans**

**BP 0201**

**HUMAN DIGNITY POLICY**

The Board of Education, recognizing that we are a multiracial, multiethnic, multilingual school district, believes it is part of our mission to provide a positive harmonious environment in which student unity and respect for the diverse makeup of the school community is promoted. Human dignity is reflected in attitudes and behaviors toward others and self. Human dignity is characterized through respect, sensitivity, and care exhibited in the interaction of staff and students. A major aim of education in the Elk Grove Unified School District is the development of a reasoned commitment to the core values of a democratic society.

In accordance with this aim, the school district will not tolerate behavior by students, staff, or visitors which insults, degrades, or stereotypes any race, gender, disability, physical characteristics, ethnic group, sexual orientation, age, national origin, or religion.

Appropriate consequences for offending the Human Dignity Policy will be specified in the student code of conduct of each school or department. Staff members offending this policy will be disciplined in accordance with provisions of District policy and the appropriate employee master contract.

Legal Reference:

**EDUCATION CODE**

Sections 200-262 Prohibition of discrimination on the basis of sex

Title VII, Civil Rights Act of 1964

Title IX, Education Amendments of 1972

The Vocational Rehabilitation Act of 1973,

Sections 503 and 504

Code of Regulations, Title 5, Section 90 through 101

Student Behavior, Board Policy 5114 and 5144

Student Behavior, Administrative Regulations 5114 and 5144

Personnel Disciplinary Action, Board Policy 4118

Complaint Against Personnel, Elk Grove Education Association Contract,

Article 16, Section 16.3

Policy

Adopted: November 19, 1990

Revised: July 5, 2005

**ELK GROVE UNIFIED SCHOOL DISTRICT**

**Elk Grove, California**

**All Personnel****BP 4040.1(a)****EMPLOYEE USE OF EMAIL**

By using the email system, the employee expressly consents to the District's email policy. The user agrees not to misuse or abuse the email system, agrees to comply with all limitations on the use of the email system, and understands that the email system is not a private communication medium.

The email system is a business tool owned and paid for by the District; therefore, the email system is the District's property. All email messages are the property of the District and are subject to office policy, procedures, and control. As such, the District has the right to view them at any time. The District respects the individual privacy of its employees. However, that privacy does not extend to the employee's work-related conduct or to the use of District provided technical resources or supplies. Therefore, employees have no right of privacy as to any information transmitted or stored through the District's email system. To ensure proper use, the District may monitor its technological resources at any time without advance notice or consent.

Employees shall use the email system for purposes related to their employment with the District. Use of the email system that promotes unethical practices, or any activity prohibited by law, the Education Code and/or any other statutes, or District policy is strictly prohibited. Except as otherwise indicated in this policy, Commercial or political use of the email system is also strictly prohibited. Messages relating to or in support of illegal activities are strictly prohibited and will be reported to District authorities and may be reported to legal authorities.

Employees should be aware that computer files and communications over electronic networks, including email are not private. This technology should not be used to conduct personal commercial business.

The transmission of information about students or District affairs shall adhere to the following:

- Confidential information should never be sent or forwarded to outside individuals or outside agencies not authorized to receive that information.
- Confidential messages and information should never be sent or forwarded to others, including faculty, staff, and students who do not need to know the information.
- Confidential information should not be forwarded to multiple parties unless there is a clear and legitimate need to do so.
- Confidential email should not be retained in an employee's personal mailbox, but should be deleted as soon as possible.
- Confidential messages from or to legal counsel should not be forwarded to others without counsel's authorization, since such messages may constitute privileged communications between the District and its attorney.

Users shall not use email in ways that violate any copyright laws. This includes but is not limited to copyrighted information, graphics, and software.

**EMPLOYEE USE OF EMAIL (cont'd)**

The email system is not provided as a public, student, or employee forum. Sending unnecessary messages to a large number of people (chain mail) is prohibited. Appropriate work related email may be sent to a group of District users, such as Education Center or All Elementary Secretaries. The sender should select the appropriate group. Since email is not provided as a public forum, it should not be used to broadcast personal opinion or personal information.

Email shall not include the transmission of the type of material that is threatening, disruptive, sexually explicit, obscene, or that could reasonably be perceived as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, disability, religion, or political belief, or which is otherwise inconsistent with District policies, regulations or procedures, or which is contrary to law.

Email shall not be used to produce, distribute, access, use or store information which would subject the District or the individual to criminal, civil or administrative liability for its use, production, distribution, access or storage. Electronic communication on District computers could reflect upon the District since all messages sent from the District include the name of the District in the electronic address.

For District employees provided with email, the email is considered a primary avenue of communication and should be checked by employees frequently.

Guests may receive an individual account with the approval of a District administrator if there is a specific, District-related purpose requiring such access. Use of the system by a guest must be limited specifically to the District-related purpose. Guest accounts will not be included in any email groups or distribution lists without authorization from Technology Services.

Users must comply with the provisions of Education Code section 7054, which includes email when it states that, "no school district...funds, services, supplies, or equipment shall be used for the purpose of urging the support or defeat of any ballot measure or candidate including, but not limited to, any candidate for election to the governing board of the district." This does not preclude the district from sharing accurate, factual information on these topics. Any email sent or received using the District system or resources may be inadvertently viewed, printed, forwarded, and/or saved. Users are advised that information and communication deleted by the user may be restored and retrieved from the computer by the District or a legal authority.

Security on the network is a high priority. The person in whose name an account is issued is responsible at all times for its proper use. Employees are responsible for preventing unauthorized access to the email system by:

- Logging off or taking other measures when they are away from their workstation.
- Ensuring that email windows are not left open on the screen when the workstation is unattended.
- Keeping account passwords confidential and not allowing others to use them.

**EMPLOYEE USE OF EMAIL (cont'd)**

No employee shall send email that either masks the employee's identity or indicates that the email was sent by someone else. No employee shall access the email system using another employee's password.

Violations of this policy may result in disciplinary action up to and including dismissal. The District does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the District reserves the right not to provide a defense or pay damages assessed employees for conduct in violation of this policy.

Policy  
Adopted: April 15, 2002

**ELK GROVE UNIFIED SCHOOL DISTRICT**  
**Elk Grove, California**