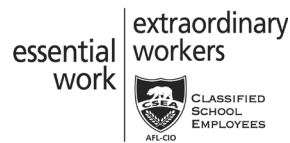


CSEA

COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE
JULY 1, 2022 THROUGH JUNE 30, 2024



CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
Elk Grove Chapter #831

CSEA

ELK GROVE UNIFIED SCHOOL DISTRICT



ELK GROVE UNIFIED SCHOOL DISTRICT

Beth Albiani
Carmin S. Forcina
Gina Jamerson
Michael Vargas
Anthony "Tony" Perez
Sean J. Yang

ADMINISTRATION

Christopher R. Hoffman, Superintendent

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION ELK GROVE CHAPTER #831

EXECUTIVE BOARD

Lance Hawkins, CSEA President
Rocio Galvan, CSEA Vice President
Jannie Tomas, CSEA Secretary
Gayle Ozaki, CSEA Treasurer
Kim Howell, Communications Officer
Jannie Thomas, CSEA Treasurer
Tina Coutee, CSEA Site Representative Coordinator

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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.

The parties agree to a new three (3) year term for the collective bargaining agreement. The new term of the collective bargaining agreement shall begin on or after July 1, 2021 and shall expire on June 30, 2024. Negotiations for the 2022-2023 and 2023-2024 school years are completely resolved with no reopeners. Except as provided in this Tentative Agreement, all other terms and conditions of the parties’ collective bargaining agreement shall remain in full force and effect. For the 2022-2023 and 2023-2024 school years, the parties agree to reopen negotiations on salary, benefits and an additional two articles identified by each party.

ARTICLE 2

RECOGNITION

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

Child Associate

Educational Interpreter for the Deaf & Hard of Hearing

Family Advocate, Bilingual

Family Advocate, General

Health Assistant, Special Education

Job Development Specialist

Paraeducator – General

Paraeducator – Pre-Kindergarten

Paraeducator – Special Education, Deaf & Hard of Hearing

Paraeducator – Special Education, Mild/Moderate

Paraeducator – Special Education, Moderate/Severe*

Paraeducator – Special Education, Visually Impaired

Parent Liaison

Program Associate, Bilingual

Program Educator

Project Implementor – Elk Grove Adult & Community Education

Project Implementor – Substance Abuse Prevention Educator

Teaching Associate, Bilingual

Teaching Associate, General

Teaching Associate – Infant/Toddler Program

Teaching Associate, General

Teaching Associate – Infant/Toddler Program

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

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

- 2.3 “Association” means the California School Employees Association, Elk Grove Chapter #831 and its labor representatives.

ARTICLE 3

ASSOCIATION RIGHTS

- 3.1 Pursuant to the appropriate State laws, the District agrees that employees in this represented unit shall have the right to freely organize, join, and support CSEA for the purpose of representation in the meeting and negotiating process.
- 3.2 CSEA and its representatives may use school facilities at reasonable hours in accordance with the District's use of facilities policy, provided that this shall not interfere with the work schedule or interrupt other normal school activities. The site manager may designate a suitable and adequate place if there would be conflict with other scheduled activities.
- 3.3 Duly authorized representatives of CSEA shall be permitted to transact official CSEA business on school property at reasonable times provided that this shall not interfere with the work schedule or interrupt other normal school facility use except as set out in the grievance article or disciplinary article. Such utilization shall not be for organizing other units of the District except as required by EERA.
- 3.4 The District may permit CSEA to use school equipment provided that the following conditions are met: (1) cost of any use including but not limited to supplies is reimbursed the District, (2) the equipment is not used for political purposes in violation of Education Code Section 7054, and (3) the use is approved in advance by the site or area manager.
- 3.5 CSEA shall have the right as a recognized classified employee organization to post notices of activities and matters of CSEA concern on employee bulletin boards. At least a portion of one bulletin board shall be provided for this purpose in each school building where unit members are assigned. Such communications to bargaining unit members shall be posted only on the designated bulletin board. CSEA may use the District's regular employee mail boxes for communications to its bargaining unit members. Site representatives shall have access to mail boxes for distribution of CSEA materials. The District agrees to provide a location at the Education Center Mail Room for CSEA to receive correspondence. All communications posted on a bulletin board, sent through school means of distribution, or placed in employee mail boxes by CSEA, shall have proper identification of CSEA. A copy of non-confidential CSEA materials distributed to bargaining unit members shall be sent to the Director of 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 and future Agreements, CSEA contracts will be published on the internet and hard copies will be provided to the Executive Board/Negotiation team and one per Site Representative.
- 3.10 Reasonable release time shall be provided for the purposes of collective bargaining, the processing of grievances, joint problem-solving meetings between the District and CSEA, and disciplinary representation. Every effort will be made to minimize negative impact of release time on the teaching of students. Required documentation will be completed to account for necessary release time.
- 3.10.1 If a District or Site committee is formed to address the development or implementation of student curriculum and/or programs, CSEA may share their interests with the appropriate Human Resources administrator and discuss opportunities for input to and/or participation on such committee.
- 3.11 Organizational Leave, designated officers of CSEA (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.
- 3.12 The Association shall be invited to attend the Human Resources Orientation to meet four times each school year for new employees or for employees new to their classification and shall be on the agenda to present information regarding the collective bargaining agreement to bargaining unit members. See Appendix G – Memorandum of Understanding dated November 28, 2017.

ARTICLE 4

MANAGEMENT RIGHTS AND EMPLOYER POWERS

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

ARTICLE 5

ORGANIZATIONAL SECURITY

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

ARTICLE 6

GRIEVANCE PROCEDURE

DEFINITIONS

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

PURPOSE

- 6.5 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the interpretation and application of this Agreement which may affect wages, hours, and terms and conditions of employment. The proceedings will be kept confidential and as informal as may be appropriate at any level of the procedure.
- 6.6 Because CSEA and the District want to resolve grievances while the facts are fresh, the time limits specified should be considered firm but may be extended by mutual agreement in writing.
- 6.7 Pre-Grievance requirements: Any grievant with a problem requiring resolution will first discuss the problem with the appropriate immediate supervisor within twenty (20) calendar days of the event or circumstances occasioning the alleged grievance. A grievant must summarize their concerns in writing and transmit a copy of their concern to the immediate supervisor prior to the discussion. Employees are entitled to representation by CSEA at all levels of this process. After the informal meeting, the immediate supervisor shall respond in writing within five (5) days after the pre-grievance discussion. A teacher is not the appropriate person for the presentation of a grievance.
- 6.8 An employee shall file a grievance in writing with the responsible Human Resources administrator with copies to the President of CSEA Chapter #831, and the immediate supervisor.
- 6.9 If resolution is not reached after the pre-grievance discussion, a formal grievance may be filed within ten (10) days after receipt of the pre-grievance response. A grievant shall file a grievance in writing with the Director of 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 “Administrator” means any Administrator designated by the Board of Education.
- 7.2 “Agreement” is the current collective bargaining agreement between the Association and Elk Grove Unified School District.
- 7.3 “Assignment” means that each position in a classification shall have a regular minimum number of assigned hours per day, days per week and months per year.
- 7.4 “Association” means the California School Employees Association, Elk Grove Chapter #831 and its labor representatives.
- 7.5 “Bargaining Unit” means the employees represented by the Association pursuant to Article 2, Recognition.
- 7.6 “Classification” means that each position in the classified service shall have a designated title and a specific statement of the duties required to be performed by the employees in each such position and the regular monthly salary ranges for each such position.
- 7.7 “Day” for purposes of Article 6 grievance procedures is any day in which the District Office is open for business.
- 7.8 “Employee” means a member of the CSEA bargaining unit.
- 7.9 “Employer” means Elk Grove Unified School District.
- 7.10 “Evaluator” means an Administrator designated by the District. Non-administrative Certificated and Classified bargaining unit members shall not be designated as evaluators of CSEA bargaining unit members.
- 7.11 “Grievant” means a bargaining unit member, a group of unit members or a CSEA representative.
- 7.12 “Grievant Party in Interest” is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 7.13 “PERB” means the Public Employment Relations Board.
- “Permanent” as used in the phrase “permanent employee” is a member of the bargaining unit who has completed an initial probationary period consistent with Education Code section 45113 in a class not to exceed six months or one hundred thirty(130) days of paid service, whichever is longer. Service toward permanent status shall not include time as a substitute employee.

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

ARTICLE 8

DUTY HOURS AND WORKING CONDITIONS

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

WORK DAY, WORK WEEK, WORK YEAR, HOURS

- 8.1 The work day, work week, work year and working conditions for all unit members shall be established and fixed by the District except as restricted below.
- 8.2 The work week shall normally consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business of the District.
- 8.3 Nothing in this Article shall be deemed to bar the District from establishing a work day of less than eight (8) hours or a work week of less than forty (40) hours for any or all of its classified positions.
- 8.4 The District may modify the work year or shift hours of a classification or a position within a classification. 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.

- 8.7 Job descriptions for all positions subject to the Agreement will be developed by the District and made available for each employee. Any bargaining unit member may submit written recommendations regarding their job descriptions to the Human Resources Department. No changes in existing job description shall be made without agreement with the Association.
- 8.8 When an employee believes that he/she is being asked to perform work that is inconsistent with their job duties, the employee shall discuss the concerns with his/her immediate supervisor without being reprimanded. The employee shall have the right to representation at this meeting.
- 8.9 The District will provide as determined by the unit member's supervisor all necessary technology, equipment, and supplies for bargaining unit members to perform their duties and responsibilities. If a concern develops where an employee feels they are not provided with the necessary technology, equipment and supplies, CSEA and the District will meet & confer.

The Parties agree to include Article 8 as an automatic re-opener during 2022- 2023 re-opener negotiations.

ARBINGER TRAINING

- 8.10 CSEA and EGUSD are committed to Arbinger in Education training for all unit members. It is understood that all unit members are expected to participate in this training, and the training shall not exceed eight (8) hours. For such training provided outside of work hours and/or work days, unit members will have the option of receiving either pay at the current hourly rate (not the per diem rate), or salary schedule credit equivalent, once all eight (8) hours of training are completed. Hourly pay and salary schedule credit for this training shall not exceed eight (8) hours. The eight (8) hours of Arbinger in Education training shall be scheduled at various times over a period of three school years (2018-2019, 2019-2020 and 2020-2023).
- 8.11 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.
- 8.11.1 If necessary for the efficient performance of District work, the lunch period may be scheduled before the unit member has worked four (4) hours.
- 8.11.2 When a work period of less than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of the unit member and the District. (Six or more hours requires a thirty (30) minute lunch period.)
- 8.11.3 The District may provide an unpaid, uninterrupted lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes for unit members who are on duty for less than five (5) hours.

REST PERIODS

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

OVERTIME

- 8.13 Except as otherwise provided herein, all assigned overtime hours as defined in this Article shall be compensated at a rate of pay equal to one and one half (1 ½) times the regular rate of pay of the unit member. Unit members may not extend their regularly scheduled hours into overtime without the knowledge and approval of their immediate supervisor.
- 8.13.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or on any one shift, or in excess of forty (40) hours in any calendar week.
- 8.13.2 Overtime may be worked prior to the regularly assigned starting time or subsequent to the assigned quitting time or as otherwise defined in Education Code Section 45128.
- 8.13.3 All hours worked beyond the work week of five (5) consecutive days shall be compensated at the overtime rate commencing on the sixth day of work.
- 8.13.4 Overtime shall be distributed and rotated as equally as practical among qualified unit members within each appropriate department or site.

HOLIDAY WORK

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

COMPENSATORY TIME OFF

- 8.15 Unit members shall have the option to elect to take compensatory time off in lieu of cash compensation for overtime work. Such election shall be submitted in writing to the immediate supervisor. Compensatory time off shall be granted at the appropriate rate of overtime.
- 8.16 Compensatory time shall be taken at a time mutually agreed to by the unit member and the immediate supervisor within twelve (12) months of the date on which it was earned. If the compensatory time has not been taken within twelve (12) months of the date on which it was earned, the District shall pay the unit member for all such time at the appropriate overtime rate.

ARTICLE 9

TRANSFER, ASSIGNMENT, 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 any voluntary transfer, a bargaining unit member is limited to one voluntary transfer per school year.
- 9.4.2 For any involuntary transfer, a bargaining unit member is entitled to ten (10) work days written notice prior to the reassignment, limited to one time per school year. The bargaining unit member may, however, elect to be reassigned prior to the ten (10) work days.

PROCEDURES

- 9.5 Assignments and reassignments are the functions of Human Resources and are accomplished with the concurrent recommendation and agreement of the appropriate supervisor and/or administrator. Employees are normally assigned to a given school or department for the entire school year. Upon bargaining unit member written notification to the Human Resources Department, all voluntary transfer requests shall be considered before any involuntary transfers are initiated.
- 9.5.1 Voluntary transfers are available to allow permanent bargaining unit members, who are not in an unscheduled evaluation process, to accommodate personal and professional choice for job location and/or focus.
- 9.6 Only permanent employees who are not in an unscheduled evaluation process may request a transfer to a vacant position. Vacant positions will be posted by email pursuant to Section 9.7.1 for three (3) working days prior to the filing deadline to submit the transfer request application. At least four (4) transfer applicants will be granted an interview. If the number of transfer applicants exceeds four (4), 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 voluntary transfer request application prior to the closing date of the posting. The voluntary transfer request application shall be updated to include a section for the employee to indicate their preference for a specific vacancy, specific program, specific location and/or desired number of hours. Voluntary transfer request applications shall expire on August 31st of each school year.
- 9.7.1 Vacancy notices will be posted by sending a vacancy notice email to CSEA unit members at least every two weeks when vacancies exist. [Note: The descriptions described in Section 1 of the Tentative Agreement will be provided in vacancy notices.]
- 9.7.2 Vacancy notices will include a voluntary transfer request application deadline of three (3) workdays from the date of the vacancy notice email described in section 9.7.1.
- 9.7.3 Employees are encouraged to access computers made available for job information. Computers are available at public libraries, One Stop Career Centers, and Human Resources.
- 9.7.4 Employees needing assistance with the application process to obtain job vacancy information may schedule an appointment with Human Resources or at a One Stop Career Center.
- 9.7.5 Vacancy notices shall include, but not be limited to: job classification and description, work site or eligibility pool, work hours, work week, work year, salary range, application deadline, and application requirements.
- 9.7.6 Personal interviews will be conducted by appropriate supervisors before filling all advertised vacancies.
- 9.7.7 Applicants for a vacancy who provide a valid email address on the application shall be notified by email if they are not chosen for an interview, the reason will be provided in writing upon written request. Applicants who are interviewed will be notified when the final selection is made.
- 9.7.8 In the event one or more applicants are equally qualified for a vacancy, the applicant with the greatest seniority shall be given preference.
- 9.8 Involuntary transfer shall not be punitive. Management decisions on involuntary transfers shall be final, once CSEA and the affected employee have been informed and allowed input into the decisions.
- 9.8.1 In the event an employee is involuntarily transferred ('employee') due to a program change, and if within 2 weeks of the first student attendance day a vacant position becomes available in the employee's prior program and prior site, then the employee may choose to return to the vacant position at the prior program and site.
- 9.9 In circumstances where it is feasible, the bargaining unit member being considered for involuntary transfer under this section, shall have the right to indicate in writing, a preference.
- 9.10 In the event that one (1) or more bargaining unit member applicants are equally qualified for a vacancy, the bargaining unit member applicant with the greatest seniority shall be given preference.

9.11 Summer School and Special Summer Programs

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

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

9.11.2 For summer school assignments, preference is provided to the employee already working at the site. If that employee is unable or unwilling to take the position, it will be opened to other employees who meet the qualifications.

9.12 Applicants for appointments to the classified staff shall fulfill the requirements and meet the standards as defined in the job description as approved by the Governing Board. In addition, applicants must meet the fingerprinting requirements of California law prior to reporting to work.

9.13 Retiree-Substitute List: A 180-day waiting period is required for CalPERS retirees before a retiree can return to work. The 180-day waiting period starts from the date of retirement. The retiree will not be required to re-take the pre-employment physical to substitute in a position vacated by their retirement.

ARTICLE 10

PERSONNEL FILES, EVALUATIONS, AND PROBATIONARY PERIOD

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

- 10.9 Within twenty (20) working days of receipt of the evaluation, the bargaining unit member may file a written response to the evaluation with the Human Resources Department and have that response attached to the evaluation and placed in the bargaining unit member's personnel file.
- 10.10 When a bargaining unit member performs unsatisfactorily, it shall be the responsibility of the primary administrator to confer with the individual, identify specifically the performance problem areas in ordinary, concrete language, offer positive steps for correction, and forward a copy of the evaluation to the personnel file in the Human Resources Department.
- 10.11 Three (3) copies of the signed evaluation form shall be produced. The original shall be sent to the personnel file in the Human Resources Department, one (1) copy shall be kept in the files of the primary administrator and one (1) copy shall be given to the bargaining unit member.
- 10.12 Evaluations may be grieved for procedural violations of this Article. An employee shall serve a six (6) month probationary period.

PROBATIONARY PERIOD

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

ARTICLE 11

DISCIPLINE PROCEDURES

DEFINITIONS

- 11.1 “Disciplinary action” includes any action whereby an employee is deprived of any classification or any incident of any classification in which he/she has permanence, including dismissal, suspension, demotion, or any reassignment to a lower classification, without 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.
- 11.8 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

- 11.9 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.
 - 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 laidoff, 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 In the event it becomes necessary to lay off employees, the District will give an employee no less than sixty (60) calendar days written notice prior to the effective date of their layoff. Such notices shall inform the employee of his/her displacement rights, if any, and reemployment rights.

PROCEDURES

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

In the event it becomes necessary to layoff permanent classified employees, who are not employed in a specially funded program, the District shall comply with all Education Code Section 45117 (AB 438) notice and procedural requirements which include a March 15th notice if the permanent classified employee's services will not be required for the following school year due to lack of work or lack of funds. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117. Notification procedures for a reduction in hours or a demotion as an alternative to layoff are outlined in Education Code 45117.

- 12.11 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.
- 12.12 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.

- 12.13 An employee shall be allowed to accept layoff and not exercise bumping rights if that is their preference.
- 12.14 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.
- 12.15 Employees serving in more than one classification will have displacement rights as set out in Education Code 45117. In other words, those electing to bump may not displace a portion of an assignment.

REEMPLOYMENT

- 12.16 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.
- 12.17 Employees who have been laid off are responsible for maintaining a current address and phone number with Human Resources.
- 12.18 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.
- 12.19 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.
- 12.20 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.
- 12.21 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.
- 12.22 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.
- 12.23 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.

- 12.24 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

- 12.25 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.
- 12.26 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.
- 12.27 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.
- 12.28 An employee displaced pursuant to this section shall have the same rights as persons laid off for lack of work or lack of funds.
- 12.29 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

- 12.30 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

- 12.31 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.
- 12.32 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 six (6) semester units of college credit or fifteen (15) clock hours of instruction per unit – 90 in-service hours). 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 16th of the month will be considered to have begun work on the first of the month. An employee starting work after the 15th of the month will be considered to have begun work on the first day of the following month.

LONGEVITY

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

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

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

OVERPAYMENT/UNDERPAYMENT

- 13.5 Whenever it is determined that an 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 OVERPAYMENT/UNDERPAYMENT (Education Code Section 44042.5 (AB 185):

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 District will meet with the unit member to develop an overpayment repayment plan that is a minimum of 10% and no more than 15% of the unit member's net disposable pay to be recouped over the same period as the overpayment, unless the unit member agrees to repay beyond the 15% maximum rate and over a shorter period of time as the overpayment. If the Parties are unable to mutually agree upon an overpayment repayment plan, the Parties agree that CSEA and the District will meet and confer regarding a mutually agreed upon plan. If the Parties are unable to mutually agree upon a repayment plan, the law shall apply.

District contributions for bargaining unit member's retirement compensation shall be made in accordance with all pertinent legal provisions of the United States and the State of California.

TRAVEL

- 13.7 The District agrees that employees who are working within the course and scope of their employment are the responsibility of the District provided, however, that employees who periodically drive their own vehicles in the fulfillment of their District jobs shall have their own insurance as the primary carrier in the event of an accident. The District will develop a consent form which will apprise the employee of their responsibility to maintain a current driver's license, a vehicle in good working condition and insurance. The employee's execution of the form will be voluntary and require prior to letting the employee drive their own vehicle.
- 13.8 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. In addition, employee shall be reimbursed for tolls and parking.
- 13.9 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

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

- 14.1 The District agrees to make a good faith effort to change the insurance plan years to coincide with the open enrollment periods.
- 14.2 Insurance coverage for employees/dependents will be provided with options available to employees at their expense to suit their particular needs. At least two (2) carriers of medical programs will be available.
- 14.3 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.
- 14.4 Payroll deductions, if required, shall be on a 12 month basis. This section does not apply to the Wellness rebate provisions.
- 14.5 Those waiving medical benefits shall be paid \$65 monthly.
- 14.6 The dental benefit program will reimburse orthodontia 50% of the cost to a maximum of \$2,500 unless unit members choose to participate in the 50% Dental/Vision Voluntary Plan under Section 14.33.
- 14.7 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided.
- 14.8 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

- 14.9 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.
- 14.10 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.
- 14.11 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.
- 14.12 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 hospitalization coverage; i.e., enrollment in Part A and B of Medicare. **See Appendix F.**
- 14.13 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.
- 14.14 Open enrollment shall be during the fall, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 14.15 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.
- 14.16 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.
- 14.17 Any 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.
- 14.18 Upon initiation of a new program, and unless negotiated otherwise, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Payroll Office within thirty (30) days of the date of initiation of the new program.

- 14.19 Reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.
- 14.20 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.
- 14.21 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

- 14.22 The District shall provide Worker's Compensation Insurance for all unit members.
- 14.23 All employees of the District are covered by liability and indemnity insurance carried by the District.
- 14.24 All CSEA employees both benefited and not benefited are eligible for the disability plan and are required to participate.
- 14.25 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.
- 14.26 A tax-sheltered annuity program and deferred compensation are available to all unit members.
- 14.27 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.
- 14.28 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.
- 14.29 Such right to reopen this Agreement shall be in addition to any other right to reopen which is set forth elsewhere in this Agreement.

- 14.30 **Maximum Contribution Toward Medical Benefits.** The Parties entered into a Joint Health Care Coalition (JHCC) Agreement in September 2022, which was agreed upon by the Parties and incorporated by this reference, into this Agreement. (Attachment -----JHCC Agreement regarding District's Maximum Contribution toward medical benefit premium costs.)
- 14.31 Those waiving medical benefits shall be paid \$65 monthly. The Parties agree that effective beginning January 1, 2024, the healthcare waiver shall increase to one hundred and twenty-five dollars (\$125) per month.
- 14.32 80% / 20% Medical Premium cost Sharing Plan:
- 14.33 Consistent with the September 2022 JHCC Agreement, the District's maximum contribution toward medical benefit premium costs shall be 80% of the average cost of the premium costs for all medical plans offered by the District. Consistent with the September 2022 JHCC Agreement, each Bargaining Unit Member's contribution toward medical benefit premium costs shall be 20% of the average cost of premium costs for all medical plans offered by the District. Unit members shall be responsible for the buy up costs related to selecting a medical plan that has a cost greater than 80% of the average cost for all medical plans offered by District.
- 14.34 Wellness Rebate Compensation

Each unit member who submits to the District an approved Wellness certification that verifies that the unit member has satisfied all the Wellness requirements referred in section 14.31(c), each year shall receive a Wellness Rebate equal to five percent (5%) of the average cost of the premium costs for all medical plans offered by the District as provided in the September 2022 JHCC Agreement.

Unit members who submit their approved Wellness certification to the District by November 1st shall receive their annual Employee Wellness Rebate compensation by January 10th. Unit members who submit their approved Wellness certification by May 15th shall receive their annual Employee Wellness Rebate compensation by July 10th. The Wellness Requirement verification process will be developed by the District.

The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the total premium cost of the average of all medical plans provided by the District.

14.35 Wellness Rebate Compensation Requirements

The District shall develop a list of the annual physical examination and Wellness assessment requirements necessary to receive the annual Wellness Rebate compensation. The physical examination and wellness assessments may include an annual physical examination, completion of an online Health Risk Assessment, a Comprehensive Metabolic Panel (CMP), a body mass index (BMI) test and/or other age-appropriate screenings. The District will make computers available for the on-line Health Risk Assessment. The wellness certification process does require completion of the Wellness Rebate Compensation requirements, but it does not require unit members to achieve a “normal or pass” result on any of the Wellness assessments. Federal law mandates that the results of unit member wellness assessments are confidential and cannot be disclosed by health care providers to the District. [CSEA shall designate representatives to the Wellness Committee.]

The Joint Health Care Coalition (JHCC) determines health and welfare benefit plans. (See September 2022 JHCC Agreement).

14.36 Health Benefit Committee

The District and CSEA are committed to participate in the Joint Health Care Coalition (JHCC) Health and Welfare Benefits Committee model. Accordingly, a committee has been established to explore alternative health benefit. This committee shall invite all represented and unrepresented groups to participate in the exploration of alternative health benefit committee models.

14.37 50% Dental/Vision “Voluntary Plan” with Reduced Dental/Vision Coverage Option

Effective July 1, 2012, 50% Dental / Vision Voluntary Plan with Reduced Dental/Vision Coverage is available as an option to reduce employee premium costs:

- a. Effective July 1, 2012, unit members may voluntarily elect, in lieu of the Health and Welfare Benefit Plan Option described in section 14.31 above, to participate in a different Health and Welfare Benefit Plan that provides medical coverage consistent with the District’s (Kaiser 2012-13) low cost plan described in section 14.31 above, but with reduced dental and vision coverage with 50% premium reduction plan design resulting in a lower total premium cost than the District’s low cost Health and Welfare Benefits plan.
- b. This Voluntary Health and Welfare Benefit Plan with Reduced Dental and Vision Coverage shall be referred to as “the Voluntary Plan.” The 50% Dental/Vision Voluntary Plan shall not be considered the (Kaiser 2012-13) low cost plan for any purpose. This 50% Dental/Vision Voluntary Plan is described in **Attachment A** to this Agreement.

- c. Consistent with the September 2022 JHCC Agreement, the District's maximum contribution toward the premium cost for the 50% Dental/Vision Voluntary Plan shall be equal to 80% of the premium cost for the average of all medical benefit premium costs for all Health and Welfare Benefit Plans offered by the District in Section 14.31 above. Unit members who select the 50% Dental/Vision Voluntary Plan option shall pay the cost the 50% dental/Vision Voluntary Plan premium that exceeds the District's maximum premium contribution amount. The District's maximum premium contribution amount shall be 80% of the average of all medical benefits premium costs for medical plans offered by the District in section 14.31 above.
- d. The value of the five percent (5%) Wellness Rebate Compensation will be based upon the average of all medical benefit premium costs for all health and welfare benefit plans offered by the District total and shall change each year depending upon the total annual premium cost of the 50% Dental/Vision Voluntary Plan.

EGBERT

- 14.38 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. **See Appendix F.**
- 14.39 Those waiving medical benefits shall be paid \$125 monthly.

ARTICLE 15

HOLIDAYS

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

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day before Thanksgiving Day (in lieu of Admission's Day)
Day after Thanksgiving Day
Local Holiday of December 25
Last working day before Local Holiday of December 25
New Year's Day
Last working day before New Year's Day
Martin Luther King Jr.'s Day
Lincoln's Day
Washington's Day
One Local Holiday (Spring or Winter)
Memorial Day
Juneteenth

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

ARTICLE 16

VACATION

DEFINITIONS

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

ACCRUAL

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

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

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

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

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

- 16.7 All bargaining unit members working full or part time shall receive vacation as follows:
- 16.7.1 Unit members who are employed full time are allowed the number of working days of vacation with pay each year as specified in Section 16.6 of this Article.
- 16.7.2 Less than one year’s service earns vacation in proportion to the time served.
- 16.7.3 Part time employees earn vacation which is prorated according to the time served.

- 16.7.4 Summer school employees earn sick leave and vacation as provided in Section 45102 and any other applicable sections of the California Education Code.
- 16.7.5 The term of employment to be used for determining vacation time shall be based on the time served by the employee during the fiscal year July 1 through June 30 of the following year.
- 16.7.6 Absence from duty of a bargaining unit member due to accident, bereavement, illness, quarantine, jury duty, being subpoenaed as a trial witness, or in response to a governmental summons not caused by 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.
- 16.13 If an employee has 30 days or more of accrued and unused vacation and submits a written request to the District to payout accrued and unused vacation, the District has the discretion to grant the employee's request. If an employee has less than 30 days of accrued and unused vacation, they may submit a hardship payout request to the District for consideration. Each District decision to grant a vacation payout shall be non-precedent setting.

ARTICLE 17

LEAVES

GENERAL LEAVE POLICIES

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

SICK LEAVE – GENERAL PROVISIONS

- 17.9 Sick leave of absence with pay due to illness or injury is a privilege granted to schoolemployees to protect the health and welfare of both employees and students.
- 17.10 Employees are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health. Among the reasons for which sick leave may be used are dental care, doctor visits, or other health purposes which require specialized treatment for themselves or any member of the immediate family. Sick leave used for dependents is not to exceed half of the total annual accrual unless special circumstances are approved by Human Resources. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the following reasons: obtaining or attempting to obtain any relief, including, but not limited to, a temporary restraining order, a restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child; seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and participating in safety planning and taking other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- 17.11 Absence by reason of illness or injury shall be governed by the following provisions:
- Classified employees shall be entitled to leave of absence for illness, accident, quarantine, or injury as provided by the Education Code. Any unused portion of the earned annual sick leave shall be accumulated without limit and is transferable within one (1) year from district to district within the State of California as provided by the Education Code.
- Requests for transferring sick leave are available in the Human Resources office.
- 17.12 A permanent employee who resigns and is reemployed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.
- 17.13 Verification of illness by a medical doctor may be required by the District for any absence of five (5) or more days for which sick leave is claimed.
- 17.14 Each month the employee is provided a pay warrant which reflects 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 (1) fiscal year for the same accident.
 - 17.21.2 Leave authorized by the rule shall not be accumulated from year to year.
 - 17.21.3 Leave authorized by this rule shall commence on the first day of absence.
 - 17.21.4 Payment for wages lost on any day shall not, when added to an award granted the unit member under the Worker’s Compensation laws of this state, exceed the normal wage for the day.
 - 17.21.5 The authorized by this rule shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker’s Compensation.
 - 17.21.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury

- 17.21.7 When entitlement to industrial accident or illness leave has been exhausted entitlement to other sick leave will then be used; but if a unit member is receiving Worker's Compensation, he/she shall be entitled to use only so much of 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 17.7 of this Article.

IMMINCENCE 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 Bereavement Leave. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family. which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 17.8 definition of "immediate family" and five (5) days if out-of- state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child. including stillbirth,unit members shall be granted ten (10) days of bereavement leave. Prior approval Is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply. Consistent with AB 1949, two (2) days of unpaid bereavement leave is also available for unit members for their absence for bereavement purposes under this section if they are only eligible for three (3) days of paid bereavement leave of absence under this section.

17.26 Bereavement Leave days shall not be deducted from the sick leave balance.

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.

PAID PREGNANCY DISABILITY LEAVE

- 17.46 During the period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full time unit members, consistent with the following.
- a. Paid Pregnancy Disability Leave is only available for use during the period of a unit member's pregnancy-related disability. to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use, and will not be accrued and will not be coordinated with other leaves for any other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.
 - b. To be eligible for this Paid Pregnancy Disability Leave, the unit member it is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.
 - c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave.
 - d. The Paid Pregnancy Disability Leave Included in this section 17.46 does not modify any statutory right to disability leave.
- 17.47 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.

PARENTAL LEAVE

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

- 17.51 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 parents may take leave for the birth or placement for adoption or foster care of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if 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 spouses are employed by the District, the aggregate number of work weeks of leave to which both are entitled is limited to twelve (12) work weeks during any one fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either spouse to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for 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. has equivalent pay and benefits;
- b. better accommodates recurring periods of leave than the regular position of the employee;
- c. voluntary or cosmetic treatments which are not medically necessary are not “serious health conditions” unless inpatient hospital care is required;
- d. absence because of an employee’s substance abuse without treatment, does not qualify for leave.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child or parent or for the employee’s own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

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

17.60 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 parents' decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control."
- 17.63 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 Human Resources.
- 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 Consistent with Education Code section 45196, a bargaining unit member shall be credited once a year with a total of not less than one hundred (100) working days of paid sick leave, including days to which he/she is entitled under Section 17.16 of this Article. Such days of paid sick leave in addition to those required by Section 17.16 shall be compensated at not less than fifty percent (50%) of the employee's regular salary. The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. The one hundred (100) day period described in this section runs concurrently with an employee's sick leave, including current year accrued and unused sick leave and prior year sick leave that is accrued, but not used.

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

CATASTROPHIC LEAVE

DEFINITIONS

- a. “Catastrophic Illness or Injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because 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 17.87 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. Before a participant, who satisfies Section 17.99 requirements, is eligible to withdraw from the catastrophic leave bank, there is a mandatory 6 month waiting period that begins:
- a. After the first sick leave contribution to the Bank, and
 - b. After a sick leave contribution is made subsequent to a Section 17.93 cancellation period.
- 17.91 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 affected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- 17.94 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 employment 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; and
- d. the participant has satisfied the mandatory 6 month waiting period that begins after the first contribution to the Bank, and after a contribution is made subsequent to Section 17.93 cancellation period.

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

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

An employee who receives paid leave pursuant to this section shall use any leave credits that 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 CSEA salary schedule will provide for five (5) experience step increments. The course work must be submitted and approved (Prior Approval Form Appendix B) twenty (20) working days before coursework begins. Credit may be earned as follows:
- a. Adult school, community college, college, or university courses which are pre-approved by the immediate supervisor and by the appropriate District administrator.
 - b. Special workshops offered by the District for specific purposes, enrollment pre-approved by the immediate supervisor and appropriate District administrator.
 - c. Inservice courses designed and offered by the District, enrollment by invitation or by application with pre-approval of immediate supervisor and appropriate District administrator. Coursework must apply to benchmarks, standards, or actual duties of the bargaining unit member or serve to prepare the bargaining unit member for promotional opportunities within the District; and
 - d. Workshops, inservice programs, conferences, etc. offered by private firms, other public agencies, or trade unions, enrollment for salary credit by application and pre-approval by immediate supervisor and appropriate District Administrator.
 - e. Bargaining unit members may attend refresher training when necessary, provided that such training shall not occur more than one time per school year except as determined by the District. Refresher training means retraining on specific topics in which the bargaining unit member has already received training. The training must be approved by the primary administrator or administrator's designee.
- 18.3 Advancement to Training Class Levels is based upon units/credits earned after hire date.
- 18.4 Training class changes (step increments) will be made at the beginning of each school year (July 1) and will be based on evidence of completion of the required units or hours of inservice training (transcripts, certificates of completion, or other acceptable documents) and evidence of prior approval as required.
- 18.5 Evidence of completion documents must be submitted to Human Resources by October 1; the new salary will be retroactive to July 1, or to the start date of the work agreement, and be implemented no later than the December 1 payroll.

- 18.6 Units may be approved for training class credit for two (2) basic purposes:
- a. Development or improvement of skills which relate directly to the current position or classification; or
 - b. Preparation for promotion to another position or job classification within the District. In such cases, supervisors will approve for salary credit only those units which have relevance for both the current position and the target position.
- 18.7 An employee may receive no more than one (1) training class change per year.
- 18.8 Bargaining unit members may be expected to attend a reasonable number of inservice training meetings, workshops, etc. Hours earned will be reflected as inservice credit, as negotiated, if participation is outside the scheduled work day.
- a. The parties agree that for District training courses offered to CSEA bargaining unit members outside of work hours, unit members can choose either experience credit or hourly pay at the unit members' contracted hourly rate. If vacation time is used to participate in a District offered training during work hours, experience credit can be received, but hourly pay is not available on vacation days.
- 18.9 Bargaining unit members may be required to attend staff meetings. A bargaining unit member who is required to attend a staff meeting will be compensated at 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. The District and CSEA shall each appoint two members to a paraeducator professional development committee to address the professional growth training needs of CSEA unit members. Participants on the paraeducator professional development training committee shall also include representatives from other relevant District Departments.

ARTICLE 19

SAFETY

- 19.1 The District shall provide safe working conditions, facilities, and equipment.
- 19.2 It shall be the responsibility of the employee to report to their immediate supervisor any conditions deemed unsafe. Should no action be taken within a reasonable period of time, the employee shall report the issue to the Superintendent or designee.
- 19.3 It is the responsibility of the employee whose job requires use of tools, equipment, or motor vehicles to use the equipment in a safe, prudent, and lawful manner.
- 19.4 An employee may use reasonable force as is necessary to protect 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 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.
- 19.6 For internal applicants, the Board reserves the right to ensure that the bargaining unit member satisfies the physical requirements relevant to the position as a condition precedent to employment.
- 19.7 All employees upon initial employment shall present evidence of having submitted to examination (chest x-ray, skin test, or other test designed as acceptable by the County Health Department), to determine that they are free of active tuberculosis prior to commencing service and every four (4) years thereafter or more often if directed by the Governing Board upon recommendation of the local health officer. These examinations will be at District expense if they are not available without cost.

ARTICLE 20

NON-DISCRIMINATION

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

SIGNATURE PAGE

EGUSD

David Reilly

Kristen Coates

Amreek Singh

Karen Rezendes

CSEA

Lance Hawkins

Roscio Galvan

Tina Coutee

Gayle Ozaki

Jannie Thomas

Kim Howell

Rachel Kennedy

Stevie Klusman

Dated: March 7, 2023

Dated: March 7, 2023

SALARY SCHEDULE

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

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

ELK GROVE UNIFIED SCHOOL DISTRICT
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
 Salary Schedule #23
 2018/19

Classification	Training							
	Classes (3%)*	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 & 6	STEP 7	STEP 8+
Paraeducator	301	\$12.77	\$13.69	\$14.62	\$15.61	\$16.00	\$16.33	\$16.66
Elk Grove Adult & Community Education (EGACE)	302*	13.15	14.09	15.05	16.08	16.48	16.80	17.13
General	303*	13.59	14.51	15.51	16.57	16.95	17.29	17.63
Pre-Kindergarten	304*	13.98	14.96	15.98	17.08	17.48	17.82	18.18
	305*	14.39	15.40	16.46	17.58	17.98	18.34	18.72
	306*	14.81	15.85	16.91	18.11	18.54	18.92	19.30
Paraeducator - Special Education, Mild/Moderate	321	\$13.08	\$14.00	\$14.96	\$16.00	\$16.36	\$16.67	\$17.00
	322*	13.50	14.42	15.39	16.47	16.83	17.17	17.51
	323*	13.90	14.87	15.85	16.95	17.35	17.71	18.06
	324*	14.33	15.29	16.35	17.47	17.86	18.21	18.58
	325*	14.73	15.73	16.82	17.98	18.40	18.78	19.15
	326*	15.15	16.24	17.32	18.53	18.96	19.32	19.70
Paraeducator - 3 - K	351	\$14.35	\$15.34	\$16.36	\$17.56	\$17.96	\$18.34	\$18.72
Paraeducator - Special Education, Deaf & Hard of Hearing	352*	14.76	15.78	16.85	18.10	18.52	18.90	19.28
Moderate/Severe **	353*	15.17	16.28	17.35	18.65	19.06	19.46	19.85
Visually Impaired	354*	15.66	16.79	17.87	19.19	19.64	20.06	20.46
	355*	16.12	17.26	18.40	19.78	20.23	20.65	21.07
	356*	16.63	17.78	18.97	20.35	20.83	21.28	21.70
Child Associate	371	\$15.08	\$16.12	\$17.18	\$18.38	\$18.84	\$19.22	\$19.60
Family Advocate - Bilingual	372*	15.53	16.63	17.72	18.93	19.39	19.81	20.20
Family Advocate - General	373*	16.00	17.12	18.23	19.49	19.98	20.38	20.79
Parent Liaison	374*	16.48	17.62	18.80	20.10	20.59	21.02	21.44
Program Associate, Bilingual	375*	16.95	18.15	19.36	20.68	21.19	21.61	22.04
Teaching Associate, Bilingual	376*	17.48	18.71	19.93	21.31	21.83	22.29	22.73
Teaching Associate, General								
Teaching Associate, Infant/Toddler Program								
3 - K Instructor	511	\$21.19	\$22.66	\$24.20	\$25.86	\$26.49	\$26.98	\$27.52
Educational Interpreter for the Deaf & Hard of Hearing	512*	21.83	23.35	24.95	26.65	27.26	27.80	28.36
Health Assistant - Special Education	513*	22.45	24.05	25.67	27.39	28.07	28.64	29.21
Job Development Specialist	514*	23.16	24.74	26.45	28.27	28.93	29.51	30.10
Program Educator	515*	23.82	25.47	27.23	29.10	29.77	30.39	31.01
Project Implementor	516*	24.54	26.27	28.03	29.98	30.70	31.31	31.93
Project Implementor - Substance Abuse Prevention Educator								

**ELK GROVE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Salary Schedule #23
2018/19**

- * Advancement to training class levels is based upon units/hours earned after date of hire.
- ** Prior to 07/01/14: Former associated classifications were: Paraeducator - Special Education, Inclusive Education / Severely Disabled / Paraeducator - Special Education, Independent Living Skills / Paraeducator - Special Education, Severely Disabled
- ~ For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

LONGEVITY BONUS AT THE COMPLETION OF:

7th year	\$591
10th year	\$885
13th year	\$1,155
16th year	\$1,458
19th year	\$1,751
22nd year	\$2,063
25th year	\$2,371

SUBSTITUTE EMPLOYEES:

- All classified substitutes shall be paid at step 1 of the classification in which they substitute.
- All EGUSD retirees, when substituting in the classification from which they left the District, shall be paid at the step they were on when they retired. They will be paid at step 1 while substituting in other classifications.
- Substitutes will be paid according to the above policy unless otherwise approved by the Director for Classified Personnel.
- The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Effective 7/1/18 increase of 2.89% was applied to the 2017/18 salary schedule and step 8 was added to the 2018/19 salary schedule equaling 2% of step 7.

Revised 08/02/18: added 0.41% to the 2018-19 salary schedule effective July 1, 2018.

Board Approved: August 8, 2018

g:\classified\join desk\salary schedules\2018-2019\csea #23



CLASSIFIED PERSONNEL COURSEWORK PRIOR APPROVAL FORM

PLEASE SEND TO: CURRICULUM/PROFESSIONAL LEARNING OFFICE

- * This form must be submitted AND approved **20 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: _____
 Employee Identification Number (EIN): _____ School/Site: _____
 Your Regular Work Hours: From _____ To _____ Job Title: _____
 School Year: Traditional _____ Modified Traditional _____ Year Round _____, indicate Track (A,B,C,D) _____ Cross Track _____**
****Please submit copy of Cross-Track Calendar w/signature approval from Principal/Supervisor**

For Courses **NOT** on the EGUSD Professional Learning Website
 Course Title: _____ Course Number: _____
 College/University or Organization Name: _____
 Number of Units: _____ [Semester _____ /Quarter Units _____] OR 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, **Supervisor/Principal must verify that vacation or CTO is available AND authorized.**
 (Monthly absence report must still be completed).
Vacation/CTO/approval - Supervisor/Principal SIGNATURE: → → → _____

 Employee SIGNATURE _____ Date _____ Workshop Approval: Administrator SIGNATURE _____ Date _____

ATTACH COURSE DESCRIPTION, BROCHURE OR OTHER INFORMATION, and
 Describe how class will enhance your District assignment (be specific):

 If you are obtaining a higher degree (GED, AA, BA), please list degree you are pursuing:
 Degree: _____ Institution: _____

Inservice Verification
 If the inservice/course was NOT a college or university course for which a grade card or transcript was issued, **EITHER:**
 1. Have the instructor sign this form, date it, and indicate the number of hours completed, **OR**
 2. Attach a copy of your registration form or receipt and an agenda, syllabus or certificate.

 Instructor's SIGNATURE _____ Number of Hours/Units _____ Date _____

Once approved and signed, this form will be returned to you. Upon completion of coursework, submit this Prior Approval Form AND proof of completion TOGETHER to Human Resources. Keep copies for your records.

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

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Instructions for Using this Form

1. If the course you want to take **IS ON THE EGUSD CURRICULUM/PROFESSIONAL LEARNING WEB SITE**, 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 20 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**. (Keep copies for your records.)

VERIFICATION OF COMPLETION

For courses on the Curriculum/Professional Learning Web Site:

- a) Register for the course online via the Electronic Register Online (ERO). The ERO homepage can be accessed from the EGUSD website at <http://www.egusd.net> as follows:
Under "Quick Links – A to Z" (located at the top of the page) choose "Professional Learning Opportunities."
Once you are on the "Professional Learning Opportunities" page, click on the ERO link.
On the ERO home page you will be asked to enter your district ID (example jdoh@egusd.net) and password.
After you have successfully logged into ERO, click on "Course Catalog" to search for a course by SRN code, date or course title.
- 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, Professional Learning.
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: All documents to support your prior approval and attendance **MUST** be received in Human Resources by **October 1st** of the school year in which the change is made. Classified Personnel earn in-service hours to move to the next training class increment as follows: AFSCME and ATU employees require eight (8) semester units or 120 in-service hours; CSEA employees require six (6) semester units or 90 in-service hours; Mental Health Therapist (MHT) and Behavior Support Specialist (BSS) require fifteen (15) semester units or 225 in-service hours.

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**REQUEST FOR LEAVE OF ABSENCE
CLASSIFIED EMPLOYEE**



NAME _____ EIN# _____ WK HRS/DAY _____
 POSITION _____ LOCATION _____ DATE _____
 LEAVE DATE FROM _____ THROUGH _____ PHONE _____

PAID LEAVE	
<p>Death or Serious Illness of Family Member</p> <p><input type="checkbox"/> Imminence of Death <input type="checkbox"/> Death <i>See reverse for definition of *immediate family</i></p> <p>Relationship _____</p>	<p>Other Leave</p> <p><input type="checkbox"/> Jury Duty <input type="checkbox"/> Union Business <input type="checkbox"/> Other</p> <p>Sub Required? Yes No Reason _____</p>

PERSONAL NECESSITY LEAVE	
<p>Section I</p> <p><input type="checkbox"/> Serious illness of immediate family member</p> <p><input type="checkbox"/> Accident involving employee or immediate family member</p> <p><input type="checkbox"/> The birth or adoption of employee's child</p> <p><input type="checkbox"/> Court appearance as a litigant <i>(Attach official order or subpoena)</i></p>	<p>Section II</p> <p><input type="checkbox"/> Death of a close friend or relative other than immediate family</p> <p><input type="checkbox"/> Accident involving relative other than immediate family</p> <p><input type="checkbox"/> Illness of relative other than immediate family</p> <p><input type="checkbox"/> Attendance at religious observance, wedding, or observance honoring employee or member of employee's immediate family</p> <p><input type="checkbox"/> Attending to legal or business matters of compelling personal importance</p> <p><input type="checkbox"/> Unexpected personal or family situation which require immediate attention</p>

MEDICAL LEAVES	
<p><input type="checkbox"/> Employee Serious Health Condition</p>	<p><input type="checkbox"/> Pregnancy Disability</p>
<p><i>Medical leaves require doctor's certification. Sick leave and/or disability coverage will be used.</i></p> <p><i>It is the District's practice to run paid sick leave, vacation and comp time concurrently when using (ML) Pregnancy Disability Leave for pregnancy (including childbirth or related medical condition) and/or FMLA/CFRA Family Medical Leave Act for serious health condition of employee, spouse, parent, or child.</i></p>	

UNPAID LEAVES	
<p>Child Rearing</p> <p><input type="checkbox"/> Newborn or newly adopted child <input type="checkbox"/> Not newborn or newly adopted child</p> <p><i>Including child of a Registered or Domestic Partner.</i></p>	<p>FMLA/CFRA</p> <p><input type="checkbox"/> Parent <input type="checkbox"/> Child <input type="checkbox"/> Spouse or Registered Domestic Partner</p> <p><i>Certification of Health Care Provider for Family Member's Serious Health Condition required. Certification of domestic partnership required.</i></p>

<p>State Paid Family Leave</p> <p><input type="checkbox"/> Maximum 6 weeks unpaid leave</p> <p><i>Must pay into State Disability Insurance (SDI). Visit www.edd.ca.gov or obtain a brochure from Human Resources.</i></p>	<p><input type="checkbox"/> Yes – FMLA Benefits <input type="checkbox"/> No – FMLA Benefits</p> <p><i>District paid benefits provided during approved FMLA unpaid leave are contingent upon employee returning to work at the end of leave. Otherwise, employee will be billed the costs of the benefits.</i></p> <p><input type="checkbox"/> Intermittent <input type="checkbox"/> Full Time</p>
---	---

Signature of Employee Date _____
Signature of Principal/Supervisor Date
(Signature denotes acknowledgement only)

FOR HUMAN RESOURCES USE ONLY	
<p>_____ Authorizing Signature Date</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Docked</p>	<p># of accumulated sick leave days _____</p> <p># of Personal Necessity Days used this year _____</p>

FMLA/CFRA/FL - It is the District's practice to run paid sick leave, vacation, and comp time concurrently with otherwise unpaid:

- **FMLA/CFRA/FL Family Medical Leave Act/California Family Rights Act/Paid Family Leave** for serious health condition of employee or employee's spouse, registered domestic partner, parent, or child.
- **FMLA/CFRA/FL Family Medical Leave Act/California Family Rights Act/Paid Family Leave** for child care of a newborn or newly adopted child.
- District paid benefits provided during approved FMLA unpaid leave are contingent that the employee returns at the end of leave. If employee does not return from FMLA unpaid leave and opted to utilize District paid benefits, the employee will be billed for the cost of those benefits.

IMMINENCE OF DEATH (ID) AND BEREAVEMENT LEAVE (BL) – Unit members shall be granted three (3) days paid leave of absence on account of imminence of death or the death of any member of his/her immediate family and five (5) days if out-of-state travel is required. Prior approval is not required. Bereavement Leave days shall not be deducted from the sick leave balance. To be granted the 5 days out-of-state, supporting documentation; such as Obituary Notice, Service Program or Death Certificate must be submitted. Personal Necessity Leave for death of a member of the employee's immediate family should be requested after the employee has exhausted available bereavement leave.

OTHER LEAVE – Verification of Jury Duty (JD) attendance is required (receipt). Subpoenas will not be accepted. Union business (UB) would be marked for those required to attend business meetings for Organizational Leave. Attach justification, using contract language for any other leave requests.

PERSONAL NECESSITY LEAVE (PN) - Personal Necessity hours are taken from actual sick leave hours used. The count for Personal Necessity Days will be adjusted by half day or full day with a maximum of 7 incidents per school year.

Section 1 – During any school year, unit members may not use more than 7 days of accumulated sick leave benefits.

- a) Death or serious illness (defined as a terminal illness) 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. (Including the child of a Registered Domestic Partner).
- d) Appearance in court as a litigant under official order (Attach copy of official order/subpoena).

Section 2 – During any school year, 1, and 2 or 3 days of the 7 total personal necessity days may be used, depending on the accumulated sick leave balance:

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

- 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.

A dock of pay per diem will result for day(s) taken in excess of the allowed 7 days per school year and/or a negative sick leave balance.

* **IMMEDIATE FAMILY** shall mean the mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse or registered domestic partner; the employee's spouse or registered domestic partner, son, son-in-law, daughter, daughter-in-law, child of a registered domestic partner, brother, brother-in-law, or sister, sister-in-law, stepfather, stepmother, stepchildren, foster parents, or any relative living in the employee's immediate household.

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

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 against employees for conduct in violation of this policy.

Policy
Adopted: April 15, 2002

ELK GROVE UNIFIED SCHOOL DISTRICT
Elk Grove, California

Elk Grove Unified School

District EGUSD/CSEA

TENTATIVE AGREEMENT FOR SETTLEMENT OF NEGOTIATIONS

October 27, 2008

TERM OF AGREEMENT

1. The parties herein agree that this Agreement, if ratified by both parties, completes all negotiations between the parties for both the 2007-2008 and 2008-2009 school years.

COMPENSATION

2. Effective July 1, 2007 the hourly wage rates shall be increased by one percent (1%) paid retroactively.
3. Unless required to do so pursuant to Section 6 of this Agreement, the hourly wage rates will not be further increased in the 2008-2009 school year.

HEALTH BENEFITS

4. There will be no change to members' 2008-2009 health and welfare benefits.

EGBERT

5. To achieve consistency with the terms of the EGBERT Trust Agreement and uniformity between all of the collective bargaining agreements with employee organizations regarding the terms of their participation in EGBERT, the District and CSEA agree to replace article 14.7.3 Health and Welfare Benefits with the following paragraphs which are declarative of existing agreements and practices and shall supersede any prior conflicting provisions.

The District and CSEA agree to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT). All unit members eligible for post retirement health and welfare benefits who retire on or after July 1, 2000 shall receive such benefits from EGBERT in accordance with this agreement and the EGBERT Agreement dated February 20, 1996 and any amendments to such agreements.

Unit members employed on or after July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 180 months or 15 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from

the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.

Unit members employed before July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 120 months or 10 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.

Consistent with Addendum #2 of the EGBERT Agreement, the EGBERT Board of Directors shall be made up of one director appointed by each union that is a party to a collective bargaining agreement with the District that participates in EGBERT. The number of directors appointed by the District's Superintendent shall be equal to the total number of directors appointed by the unions.

It will be the continuing responsibility of EGBERT to determine benefits and recommend District contribution levels. EGBERT and the Elk Grove exclusive representatives agree to use a combined negotiating team drawn from all of the participating employee organizations to negotiate eligibility qualifications and the amount of contributions to be made to EGBERT. This combined negotiating team shall consist of representatives appointed by each bargaining unit and up to an equal number of management representatives authorized by the District Superintendent. The District sole financial obligation for the provision of retiree benefits to individuals retiring on or after July 1, 2000 shall be to make the contributions to EGBERT negotiated with the combined negotiating team described in this paragraph.

Until the parties agree otherwise in writing or negotiations with the combined negotiating team are exhausted: (1) the District shall continue to pay to EGBERT \$80 per month, per benefit eligible employee on a 12 month basis or \$960 per year, per benefit eligible employee; (2) the District shall continue to pay to EGBERT a sum equal to 1% of total District salaries each month on a twelve (12) month basis; and (3) each benefit eligible unit member shall contribute \$40 per month, on a 12-month basis toward the cost of current health benefits. Each benefit eligible employee shall have their contribution deducted from their compensation, via payroll deduction or at the employee's election via the District's Section 125 plan.

CONTINGENCY LANGUAGE

6. In the event that the District makes an agreement with any other bargaining unit for the 2007-2008 and/or the 2008-2009 school year, resulting in a higher percentage increase in wages or improvements in benefits, those same improvements shall be applied to the eligible membership of CSEA. Further if the District receives an additional COLA for 2008-2009 the District and CSEA agree to reopen negotiations around salary and benefits only.
7. The parties' will continue to negotiate in good faith all articles of the collective bargaining agreement with an interest in concluding any changes to language by June 30, 2009 for implementation July 1, 2009 for the 2009-2010 school year.
8. The parties also agree and commit to meet at least once per month to negotiate the interests of the California School Employees Association, Chapter 831 as outlined and enumerated in a proposal dated October 27, 2008.

Elk Grove Unified School District

CSEA

Arnette Buckmaster
Lyn Lujan
~~[Signature]~~
Nancy Lucio
Arnette Buckmaster

Kandy Kay Tobiasen
Carol Johnson
Maile Albuton
Catherine Friman
Ange Ayala
Christy L. Mason
Mary Deutsch
William [Signature]

Dated: October 27, 2008

SOURCES OF INFORMATION:

EGBERT Office
9297 Office Park Circle, Suite 120 Elk
Grove, CA 95758-8071
Office hours: 9 a.m. to 2:00p.m.- Tuesday and Thursday

Elk Grove Unified School District
Payroll/Benefits Office
(916) 686-7778

California Public Employees Retirement System (CalPERS)
(888) 225-7377
www.calpers.ca.gov

California State Teachers Retirement System (CalSTRS)
(800) 228-5453
www.calstrs.com

Social Security Administration
(800) 772-1213
www.medicare.gov

CalPERS (also available for CalSTRS members)
Long-Term Care Program
(800) 266-1050

CalPERS 457 Deferred Compensation Plan (also available for CalSTRS members)
(800) 260-0659
CalPERS 457 Plan - CalPERS

NEW EMPLOYEE ORIENTATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
ELK GROVE CHAPTER #831 (CSEA) AND THE
ELK GROVE UNIFIED SCHOOL DISTRICT
NOVEMBER 28, 2017

The California School Employees Association and its Elk Grove Chapter #831 (CSEA) and the Elk Grove Unified School District (District) agree to the following:

1. ORIENTATION (AB 119 (2017))

The parties agree that they have completed negotiations regarding AB 119.

2. DISTRICT NOTICE TO CSEA OF NEW HIRES

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

3. EMPLOYEE INFORMATION

- a) "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.
- b) The District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Home Street address (incl. apartment #)
- ix. City
- x. State
- xi. ZIP Code (5 or 9 digits)

NEW EMPLOYEE ORIENTATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ELK GROVE CHAPTER #831 (CSEA) AND THE ELK GROVE UNIFIED SCHOOL DISTRICT NOVEMBER 28, 2017

- xii. Home telephone number (10 digits), if provided;
- xiii. Personal cellular telephone number (10 digits), if provided;
- xiv. Personal email address of the employee;
- xv. Employee ID;

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, CSEA will be able to view this information on Google Docs.

- c) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable format. This contact information shall also include the following information, with each field listed in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Home Street address (incl. apartment #)
- ix. City
- x. State
- xi. ZIP Code (5 or 9 digits)
- xii. Home telephone number (10 digits) if provided;
- xiii. Personal cellular telephone number (10 digits), if provided;
- xiv. Personal email address of the employee;
- xv. Employee ID;

4. NEW EMPLOYEE ORIENTATION

- a) "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.


NEW EMPLOYEE ORIENTATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
ELK GROVE CHAPTER #831 (CSEA) AND THE
ELK GROVE UNIFIED SCHOOL DISTRICT
NOVEMBER 28, 2017

- b) The District shall provide CSEA access to its weekly pre-employment (on-boarding) meetings with new hires, if any, on Mondays at 4:00 p.m. CSEA shall have access through Google Docs to the pre-employment meetings schedule in advance of pre-employment meetings.
 - c) The District will provide a CSEA representative with thirty (30) minutes to meet with new employees at the beginning of each "Best Practices for New Paraeducators" training.
 - i. The CSEA representative shall receive thirty (30) minutes of release time to attend the "Best Practices" training. An additional thirty (30) minutes for travel time to attend the training shall also be provided. Said release time shall be counted against the total release time contained in Section 3.11 of the collective bargaining agreement. The District agrees to track the Organizational Leave time used by CSEA during the duration of this Agreement. The parties agree to reopen Article 3, titled Association Rights, of the parties' collective bargaining agreement during 2017-2018 negotiations, for the purpose of increasing Organizational Leave, if necessary.
 - d) The District shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.
 - e) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present. CSEA shall notify anyone who is not a unit member of this provision who may be present during the session.
 - f) During the term of this Agreement, the parties agree that Section 3.12 shall be placed in abeyance.
5. Duration of Agreement

This Agreement shall remain in full force and effect from the date this Agreement is signed, through June 30, 2019. This Agreement shall expire on June 30, 2019 unless the parties agree otherwise in writing.

CSEA


District


NEW EMPLOYEE ORIENTATION

MEMORANDUM OF UNDERSTANDING BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
ELK GROVE CHAPTER #831 (CSEA) AND THE
ELK GROVE UNIFIED SCHOOL DISTRICT
NOVEMBER 28, 2017

Yolanda Sarindes

Karen M. Regendes
Sup. Union

Sandra Banez

Labor Relations Representative

11/28/17
Date

11.28.17
Date

50% Dental Plan Changes

	Calendar Max \$	Ortho	Crowns	Deductible
Current Benefit	\$2,700 / \$2,500	\$ 2,500 lifetime	70%-100%	\$0
50% Dental Plan	\$1,200 / \$1,000	\$0	70%	\$100 / \$300

	Exam Co-pay	Frequency: Exam/Lenses/Frames	Frame / *ECL Allowance
Current Benefit	\$0	12112124	\$120 / \$120
50% Vision Plan	\$30	12112124	\$75 / \$100

- ECL (contact Lens) allowance on the proposed benefit is \$100 for in-network and \$85 for out-of-network



**CSEA
CLASSIFIED PERSONNEL
PERFORMANCE EVALUATION**

Contractual Agreement

SIX-MONTH* ANNUAL UNSCHEDULED EXIT

* The probationary period is six months excluding all non-contractual work days per the employees work year calendar.
Probationary Employees: Evaluate 6-months
Permanent Employees: Evaluate Annually
Unscheduled: Any time employee's job performance, attitude, or conduct on the job are considered to warrant such.

EMPLOYEE NAME:	EMPLOYEE ID #:
CLASSIFICATION:	EVALUATION PERIOD: From: _____ To: _____
SITE or LOCATION:	

SECTION A - Using narrative statements, comment on employee's job **STRENGTHS & SUPERIOR** performance. Include explanation for any areas marked in Section E with "Exceeds Standards." A separate document may be attached to provide additional details.

Handwritten signatures and dates:
 3/13/15
 Christine S. McShinnis
 Susan Zanker 3/15/15
 3/13/15
 Margaret Nordquist
 3-13-15
 Mary Deutscher
 Priscilla K...
 Karen Ruzales
 Deborah...
 Ann...
 Ann...

SECTION B - Using narrative statements, record **PROGRESS ACHIEVED** in attaining previously set goals for improved work performance. Include explanation for any areas marked in Section E with "Exceeds Standards." A separate document may be attached to provide additional details.

SECTION C - Using narrative statements, comment on specific work performance **DEFICIENCIES** or job behavior requiring improvement or correction. Include explanation for any areas marked in Section E with "Requires Improvement." A separate document may be attached to provide additional details.

SECTION D - Using narrative statements, record specific **GOALS FOR IMPROVEMENT** to be undertaken during next evaluation period.

Tentative Agreement
Between
Elk Grove Unified School District (District)
And
California School Employees Association (CSEA)
March 4, 2015

Elk Grove Unified School District (District) and the California School Employees Association (CSEA), collectively referred to as "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) in order to completely resolve negotiations for the 2014-2015 school year regarding reopened Articles 3, 6, and 18 as described in this agreement. The parties agree to continue negotiating for the 2014-2015 school year regarding other 2014-2015 reopeners not resolved by the parties as part of this Agreement.

1. The parties understand and agree that the District will not present this Agreement for EGUSD Board ratification until all 2014-2015 negotiations with CSEA are completed.

2. Article 3

a. Revise Section 3.9 as follows:

Within sixty (60) days after the effective date of this Agreement and future Agreements, CSEA contracts will be published on the internet and hard copies will be provided to the Executive Board/Negotiation team and one per Site Representative.

b. New Section 3.10.1 as follows:

If a District or Site committee is formed to address the development or implementation of student curriculum and/or programs, CSEA may share their interests with the appropriate Human Resources administrator and discuss opportunities for input to and/or participation on such committee.

c. For one year, the parties agree that the District will provide a tracking log to determine for one year how much release time is used by the Association President or designee related to section 3.11. After review of one year of tracking data, the Parties agree to meet and negotiate regarding Association release time.

d. New Section 3.12 as follows:

The Association shall be invited to attend the Human Resources Orientation to meet four times each school year for new employees or for employees new to their classification and shall be on the agenda to present information regarding the collective bargaining agreement to bargaining unit members.

3. Article 6

- a. Revise Section 6.4 as follows:

For purposes of this procedure, a day is any day in which the District Office is open for business.

4. Section 18

- a. Add to end of Section 18.10 the following:

The District and CSEA shall each appoint two members to a paraeducator professional development committee to address the professional growth training needs of CSEA unit members. Participants on the paraeducator professional development training committee shall also include representatives from other relevant District Departments.

California School Employees Assn.

Elk Grove Unified School District

~~_____~~ Devt. CL

Dated: March 4, 2015

Dated: FOIPA, 4/12/10

Tentative Agreement
Between
Elk Grove Unified School District
And
California School Employees Association (CSEA)
March 13, 2015

Elk Grove Unified School District (District) and the California School Employees Association (CSEA), collectively referred to as the "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) in order to completely resolve negotiations for the 2014-2015 school year regarding Article 7 (Definitions) and Article 10 (Evaluations) as described in this Agreement. The parties agree to continue negotiating for the 2014-2015 school year regarding other 2014-2015 not resolved by the parties as part of this Agreement.

1. The parties understand and agree that the District will not present this Agreement for EGUSD Board ratification for the 2014-2015 until negotiations with CSEA are completed.

2. Evaluation Form

The parties agree to the attached revised Evaluation form.

3. Article 10-Personnel Files, Evaluations, and Probationary Period

The parties agree to revise Section 10.6.1 of the parties' collective bargaining agreement as follows:

10.6.1 Evaluations shall be performed by an administrator. ~~The administrator may seek input from other sources and shall remain the responsible 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.

4. Article 7 Definitions

The parties agree to revise and add to Section 7 of the parties' collective bargaining agreement the following:

- 7.1 "Administrator" means any Administrator designated by the Board of Education.
- 7.2 "Agreement" is the current collective bargaining agreement between the Association and Elk Grove Unified School District.
- 7.3 "Assignment" means that each position in a classification shall have a regular minimum number of assigned hours per day, days per week and months per year.
- 7.4 "Association" means the California School Employees Association, Elk Grove Chapter #831 and its labor representatives.
- 7.5 "Bargaining Unit" means the employees represented by the Association pursuant to Article 2, Recognition.

- 7.6 "Classification" means that each position in the classified service shall have a designated title and a specific statement of the duties required to be performed by the employees in each such position and the regular monthly salary ranges for each such position.
- 7.7 "Day" for purposes of Article 6 grievance procedures is any day in which the District Office is open for business.
- 7.8 "Employee" means a member of the CSEA bargaining unit.
- 7.9 "Employer" means Elk Grove Unified School District.
- 7.10 "Evaluator" means an Administrator designated by the District. Non-administrative Certificated and Classified bargaining unit members shall not be designated as evaluators of CSEA bargaining unit members.
- 7.11 "Grievant" means a bargaining unit member, a group of unit members or a CSEA representative.
- 7.12 "Grievant Party in Interest" is any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.
- 7.13 "PERB" means the Public Employment Relations Board.
- 7.14 "Permanent" as used in the phrase "permanent employee" is a member of the bargaining unit who has completed an initial probationary period in a class not to exceed one hundred thirty (130) days of paid service. Service toward permanent status shall not include time as a substitute employee. ~~includes tenure in the classification in which the employee passed the required probationary period, and includes all of the incidents of that classification.~~
- 7.15 "PERS" means the Public Employees Retirement System also known as CalPERS.
- 7.16 "Primary Administrator/Immediate Supervisor" means an Administrator designated by the District. Non-administrative Certificated and Classified bargaining unit members shall not be designated as evaluators of CSEA bargaining unit members.
- 7.17 "Probation" is a period of six months excluding all non-contractual days (examples: winter, spring and summer breaks) that an employee must satisfactorily complete to be made a permanent employee.
- 7.18 "Probationary employee" as used in the phrase "probationary employee" includes any bargaining unit member who has not completed the required probationary period. ~~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.~~
- 7.19 "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.

7.20 "Seniority" means length of service shall be the only criterion used to effect layoffs as defined in Article 12 of the parties' collective bargaining agreement. Length of service means first date of employment as defined in Article 12 of the parties' collective bargaining agreement.

7.21 "Short-term employee" means any person who is employed to perform a service for the District upon the completion of which the service required or similar services will not be extended or needed on a continuing basis.

7.22 "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.

5. Replace Section 2.3 in the Recognitions Article with the following:

"Association" means the California School Employees Association, Elk Grove Chapter #831 and its labor representatives.

6. Article 10-Personnel Files, Evaluations, and Probationary Period.

The parties agree to revise Article 10 of the parties' collective bargaining agreement regarding the probationary period as follows:

10.5 Probationary employees shall be evaluated by their primary administrator prior to the recommendations for permanency. An employee self-review check in may initial evaluation shall be completed before the end of the third month of employment and a subsequent evaluation shall be completed before the end of the sixth month of employment on standard evaluation forms. Probationary bargaining unit members shall obtain permanent status on the first day after a period of six months excluding all non-contractual days (examples: winter, spring and summer breaks) that an employee must satisfactorily complete to be made a permanent employee, the seventh month of employment.

10.6 Permanent bargaining unit members shall be evaluated annually. The District shall provide the necessary evaluation forms to be completed by the primary administrator.

10.6.1 Evaluations shall be performed by an administrator. ~~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.~~ The administrator may seek input from other sources and shall remain the responsible administrator. Evaluation forms will be signed by the responsible administrator.

10.7 The primary administrator assigned to evaluate the bargaining unit member shall notify the bargaining unit member at least one (1) day prior to the evaluation conference. The bargaining unit member has the right to request union representation to be present at the evaluation conference if the evaluation results in a rating of less than overall meets standards.

- 10.8 The bargaining unit member shall be provided a copy of the evaluation at the time it is signed by both parties. The bargaining unit member shall sign the evaluation to indicate knowledge of the contents, but not necessarily agreement with the contents.
- 10.9 Within twenty (20) working days of receipt of the evaluation, the bargaining unit member may file a written response to the evaluation with the Human Resources Department and have that response attached to the evaluation and placed in the bargaining unit member's personnel file.
- 10.10 When a bargaining unit member performs unsatisfactorily, it shall be the responsibility of the primary administrator to confer with the individual, identify specifically the performance problem areas in ordinary, concrete language, offer positive steps for correction, and forward a copy of the evaluation to the personnel file in the Human Resources Department.
- 10.11 Three (3) copies of the signed evaluation form shall be produced. The original shall be sent to the personnel file in the Human Resources Department, one (1) copy shall be kept in the files of the primary administrator and one (1) copy shall be given to the bargaining unit member.
- 10.12 Evaluations may be grieved for procedural violations of this Article. An employee shall serve a six (6) month probationary period.
- 10.13 The six month probationary period excludes all non-contractual days (examples: winter, spring and summer breaks).

For CSEA

Mary Deutsch
 Gloria Lyons
 Angie Lyall
 Kelly O'Keefe
 Constance S. McKinis
 [Signature]

Dated: March 13, 2015

For EGUSD

Brandon Kowal
 Karen Bergstedt
 [Signature]
 Margaret Nordquist
 Susan Zanker

Dated: _____

Tentative Agreement
Between
Elk Grove Unified School District
And
California School Employees Association
May 11, 2015

Elk Grove Unified School District (District) and the California School Employees Association (CSEA), collectively referred to as "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to completely resolve negotiations for the 2014-2015 and 2015-2016 school years with no reopeners. All of the terms included in this Agreement are contingent upon ratification by both parties.

1. The parties agree that this Agreement equals a compensation package of 1.5% plus the lottery bonus conversion of 1.5% for a total of 3% for the 2014-2015 school year, and a total of 2.5% for the 2015-2016 school year.
2. The parties agree that if the contingency conditions described in Section 6 below are satisfied, an additional 1% shall be added to the total compensation package for the 2015-2016 school year.

2014-2015 Salary

3. a. Effective retroactive to July 1, 2014, the 2013-2014 CSEA Salary Schedule, titled #23, shall be increased by 1.5%.
 - b. In order to be eligible for any retroactive payment, a unit member must have worked during the 2014-2015 school year.
 - c. When added to the salary schedule, the 1.5% increase described in Section 3(a) shall not be compounded upon the lottery bonus conversion amount described in Section 4 below.

2014-2015 Lottery Conversion

4. a. Effective retroactive to July 1, 2014, the parties agree to permanently eliminate the lottery system, issued annually pursuant to the parties' established past practice. This means that in lieu of receiving a lottery system check in August of each school year for the prior school year, Section 4(b) below shall be implemented.
 - b. The parties agree that effective retroactive to July 1, 2014, in exchange for permanently eliminating the annual lottery payment from the parties' past practice, the 2013-2014 CSEA Salary Schedule, titled #23, shall be increased by 1.5%. When added to the salary schedule, this 1.5% increase shall not be compounded upon the 2014-2015 increase described in Section 3(a) above.

{SR151923} 1

c. In order to be eligible for the lottery retroactive payment described in Section 4(b), a unit member must have worked during the 2014-2015 school year.

2015-2016 Salary

5. a. Effective July 1, 2015, the 2014-2015 CSEA Salary Schedule, titled #23, shall be increased by 2.5%.

b. If the contingency requirements specified in Section 6 below are satisfied when added to the salary schedule, the 2.5% increase described in Section 5(a) above shall not be compounded with the 1% contingency amount described in Section 6 below.

2015-2016 Contingency

6. The parties agree that on February 25, 2015, for the 2015-2016 school year, the District projected that it will receive approximately \$35,284,344 in funded and ongoing new State Local Control Funding Formula ("LCFF") revenue as part of its multi-year projection.

a. Ongoing New Unrestricted LCFF-Base Revenue-2015-2016 School Year

- i. The parties agree that if for the 2015-2016 school year, the District actually receives more than the \$35,284,344 projected on February 25, 2015 in ongoing new Unrestricted Local Control Funding Formula (LCFF)-Base State revenue;
- ii. then CSEA's proportionate share of the value of the new State ongoing unrestricted LCFF-Base revenue up to a maximum of 1% of compensation shall be added to the 2.5% specified above in Section 5 for the 2015-2016 school year and
- iii. then added to the 2014-2015 salary schedule, titled #23, effective beginning July 1, 2015. The ongoing contingency amount up to a maximum of 1% shall not be compounded with the 2.5% described in Section 5 above when added to the 2014-2015 salary schedule.
- iv. If the contingency language described in this Section 6(a) results in an additional 1% ongoing increase for the 2015-2016 school year, then the Section 6(b) contingency regarding one-time money shall not be implemented.
- v. CSEA's "proportionate share" is defined as the CSEA portion (percentage) of a 1% District-wide salary increase. A District-wide 1% compensation increase is estimated to be \$3.5 million for purposes of this Agreement.
- vi. For purposes of this Agreement, LCFF-Base is defined to be 90% of new, ongoing, unrestricted LCFF revenue.

[Note: For illustration purposes only: If the District receives \$3.5 million in new, ongoing, unrestricted, LCFF-Base revenue and all other Section 6(a) requirements are satisfied, CSEA will receive an additional 1% salary schedule increase. If the District receives \$1.75 million in new, ongoing, unrestricted LCFF-Base revenue and all other Section 6(a) requirements are satisfied, then CSEA will receive an additional 0.5% salary schedule increase. The value of the \$3.5 million includes a similar salary schedule increase of 1% District-wide. The value of the \$1.75 million includes a similar salary schedule increase of 0.5% District-wide.]

b. One-time New Unrestricted Revenue-2015-2016 School Year

- i. If the contingency language described in Section 6(a) results in an additional 1% ongoing increase for the 2015-2016 school year, then this Section 6(b) contingency regarding one-time money shall not be implemented.
- ii. The parties agree that if for the 2015-2016 school year, the above Section 6(a) Ongoing New Unrestricted Revenue-2015-2016 School Year Contingency provision does not result in an additional 1% salary schedule increase for the 2015-2016 school year or less than a 1% salary schedule increase for the 2015-2016 school year; and
- iii. if the District actually receives more than the \$10,724,474 in 2015-2016 projected on February 24, 2015 in one-time new unrestricted State revenue;
- iv. then CSEA members will receive a one-time allocation for the 2015-2016 school year in an amount not to exceed a total of 1% when combined with any Section 6(a) ongoing contingency salary increase as calculated in this Section 6(b).
- v. CSEA's "proportionate share" is defined as the CSEA portion (percentage) of a 1% District-wide salary increase. A District-wide 1% compensation increase is estimated to be \$3.5 million for purposes of this Agreement.
- vi. LCFF-Base revenue does not include any LCFF-supplemental and/or LCFF-concentration revenue. For purposes of this Agreement, LCFF-Base is equal to 90% of new, ongoing, unrestricted LCFF revenue.
- vii. The value of the one-time allocation calculation shall be based upon the 2014-2015 school year and shall be provided to all bargaining unit members, prorated for part-time bargaining unit members.
- viii. For example, if the ongoing contingency is zero and if the District receives one time money more than the \$10,724,474 in 2015-2016 projected on February 24, 2015, and it equals 3.5 million in unrestricted one-time new 2015-2016 revenue, then an additional 1% one-time allocation shall be provided to all bargaining unit members, prorated for part-time members. If the ongoing contingency formula results in less than a one percent, then any one time allocation contingency value shall be adjusted for a greater or lower number adequate to backfill for the difference between any ongoing

contingency increase provided pursuant to Section 6(a) above and any new unrestricted one-time money for the 2015-2016 school year, up to a total value not to exceed 1% in new compensation. (6(a) and 6(b) combined.)

7. Within 30 calendar days after adoption of the State Budget, the District will determine if the contingency requirements described above in Section 6 have been met and notify CSEA of its conclusion in writing.

8. If the ongoing and/or one-time contingency provisions described in Section 6 are not triggered, only the 2.5% salary increase described in Section 5 above shall be implemented for the 2015-2016 school year.

9. The State LCFF rules and calculations are subject to change by the State Legislature upon adoption of a final 2015-2016 State Budget. Therefore, it is impossible for the parties to accurately predict any LCFF changes to the 2015-2016 State Budget. If the parties disagree as to whether or not the contingency requirements specified in Section 6 above have been met, they agree to meet and negotiate the issue.

Increased Costs for Health Benefits

10. Consistent with parties' collective bargaining agreement, the District is responsible for its share of the increased costs for health benefits. It is noted that for the 2014-2015 school year the cost to the District of its increased share was equivalent to a 1.40% increase in compensation and for the 2015-2016 school year, the District's increased costs for health benefits is equivalent to 0.5% increase in compensation.

Sick Leave

11. Consistent with changes in State law regarding the definition of "family members" with regard to allowable uses of sick leave, the parties agree to amend sub-Article 17.8 to read as follows:

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, <<foster children, registered domestic partner, parent of the registered domestic partner,>> or any relative living in the immediate household of the employee.

12. Consistent with changes in State law regarding the allowable uses of sick leave for purposes of accommodating victims of domestic violence, sexual assault, and stalking, the parties agree to amend sub-Article 17.10 to read as follows:

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

used, are dental care, doctor visits, or other health purposes which require specialized treatment for themselves or <<any member of the immediate family>> see in the handbook. Sick leave used for dependents is not to exceed half of the total annual =TUA unless special circumstances are approved by Human Resources. <<Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking for the following reasons: obtaining or attempting to obtain any relief, including but not limited to, a temporary restraining order, a restraining order, or other minnclive relief, to help ensure the health, safety, or welfare of the victim or the other child; seeking medical attention for injuries caused by domestic violence, sexual assault, or stalking; obtaining services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking; obtaining psychological counseling related to an experience of domestic violence, sexual assault, or stalking; and participating in safely planning and taking other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.>>

Other Agreements

13. The following agreements are attached hereto and by reference incorporated as a part of this agreement:

- a. Tentative Agreement Between the District and CSEA, dated March 4, 2015 and March 13, 2015, attached hereto as Exhibit A.

Best Practices for New Special Education Paraeducators Course

14. The parties agree that all new special education paraeducators shall attend a Best Practices for New Paraeducators course.

- a. All new special education paraeducators shall attend the first Best Practices course offered by the District within sixty calendar days after their initial employment. The months of May, June and July shall be exempt from the 60 calendar days calculation.
- b. The District's Special Education Department shall offer the Best Practices course at least eight times each school year.
- c. The Best Practices course shall be offered after school hours.
- d. The Best Practices course shall include, but shall not be limited to training regarding student confidentiality, special education programs, identification of students eligible for services and/or programs, PBIS, and accommodations/modifications plans.
- e. New special education paraeducators shall choose either salary schedule course credit or hourly pay at the unit members' contracted hourly rate for participating in the Best Practices course.

- f. The District will provide additional information during the Best Practices course regarding other training opportunities for special education paraeducators.

Pilot 2015-2016 Summer Paraeducator Institute Committee

15. The parties agree to participate in a pilot 2015-2016 Summer Paraeducator Institute Committee to develop recommendations regarding a Summer Paraeducator Institute to be held during the summer of 2016 as follows:

- a. CSBA shall appoint up to five members to attend the Committee meeting.
- b. District shall appoint up to five members to this Committee.
- c. The Committee will survey the needs of paraeducators for professional development.
- d. The Committee shall identify and make recommendation to the District regarding the logistics necessary to conduct a Summer Paraeducator Institute including, but not limited to the date, time, location, internal and external partners, communication plans, and evaluate options to charge other district paraeducators a fee to participate.
- e. The Committee's work shall be performed during the Committee members' (Paraeducators') work hours up to 30 hours. If more than 30 hours of work is required to complete the work of the committee, with prior Human Resource approval, additional committee work can be performed outside the work day on a timesheet in accordance with article 8.11.
- f. The Committee shall begin work on or before October 15, 2015 and shall complete their written recommendations to the District for a Summer Paraeducator Institute by March 31, 2016.

Comparability Study

16. The parties agree to participate in a District-wide Comparability Study Committee with the District to identify comparable districts in terms of LCFF funding, regional location and size, as well as to determine whether the District's compensation, class size, work time and benefits are comparable from a market perspective, and other agreed upon metrics.

CalPERS

17. The parties recognize that CalPERS, at its discretion, determines members' eligibility for benefits; the District makes no representation as to whether any compensation paid in accordance with this Tentative Agreement constitutes creditable "compensation" for any CalPERS program or benefit.

Leap Year-Memorial Day Holiday

18. The parties agree that for the 2015-2016 school year due to Leap year, the bargaining unit members on the Traditional School year calendar shall have Memorial Day as a paid holiday.

State Disability Insurance

19. The parties agree that the District will change from American Fidelity to California State Disability Insurance (SDI) effective upon compliance with the expiration/termination clause of the American Fidelity agreement for disability insurance.

Inservice Hours for Experience SW

20. The parties agree that the District will reduce the 120 in-service hours to move to the next experience step to 90 in-service hours. The parties agree to revise all references in the collective bargaining agreement from 120 in-service hours to 90 in-service hours.

Experience Credit or Hourly Pay

21. The parties agree that for District training courses offered to CSEA bargaining unit members outside of work hours, unit members can choose either experience credit or hourly pay at the unit members' contracted hourly rate. If vacation time is used to participate in a District offered training during work hours, experience credit can be received, but hourly pay is not available on vacation days. The parties agree to revise all references in the collective bargaining agreement regarding experience credit and hourly pay at the unit members' contracted hourly rate.

Duration

21. Except as otherwise provided in this Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect for the 2014-2015 and 2015-2016 school years.

For CSBA

i;J...

For EGUSD

Brandon Kueger
Rich Z
Karen Besenales
Margaret Nordquist

New 2022-2023 Salary Schedule-Attachment A
JHCC AGREEMENT Medical Benefit Premiums, 2022-Attachment B

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Tentative Agreement
Between
Elk Grove Unified School District
And
California School Employees Association

June 7, 2018

Elk Grove Unified School District (District) and the California School Employees Association, Chapter 831 (CSEA), collectively referred to as "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to resolve negotiations for the 2017-2018 and 2018-2019 school years with no reopeners. All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

1. 2017-2018 School year (One-Time)

Effective for the 2017-2018 school year, each 1.0 full time equivalent (FTE) CSEA unit member shall receive two percent (2%) of their 2017-2018 year base salary as a one-time, off-schedule payment that will be issued by the District to each bargaining unit member consistent with the following criteria. This one-time, off-schedule payment will be prorated for part-time, part-year status bargaining unit members. To be eligible for this one-time, off schedule compensation allocation, the unit member must be in paid status with the District at the time that the one-time, off-schedule payment is paid, and the unit member must also be in paid status for at least 75% of the 2017-2018 work year assigned by the District for their position between August 1, 2017 and June 29, 2018.

2. 2018-2019 School Year (Ongoing)

Effective July 1, 2018 for the 2018-2019 school year, the following changes shall be made to the 2017-2018 salary schedule consistent with the attached 2018-2019 CSEA salary schedule #23. Please note that the increases described in this agreement are not compounded and shall only be applied consistent with the attached 2018-2019 CSEA salary schedule #23:

a. Effective July 1, 2018 for the 2018-2019 school year, the parties agree to add two and one quarter percent (2.25%) to the 2017-2018 salary schedule consistent with the attached 2018-2019 CSEA salary schedule #23.

b. Effective July 1, 2018 for the 2018-2019 school year, the parties agree to add sixty four hundredths of a percent (.64%) to the 2017-2018 salary schedule consistent with the attached 2018-2019 CSEA salary schedule #23. (Comparability Study)

c. Effective July 1, 2018 for the 2018-2019 school year, the parties agree to add Step 8 to the CSEA salary schedule. Step 8 is two percent (2%) greater than step 7 on the 2018-2019

salary schedule, and step 8 is implemented consistent with the attached 2018-2019 CSEA salary schedule #23. (Comparability Study)

3. 2018-2019 School Year (One-Time)

a. One-Time 3.04%

Effective for the 2018-2019 school year, each 1.0 full time equivalent (FTE) CSEA unit member shall receive three and four hundredths of a percent (3.04%) of 2018-2019 year base salary as a one-time, off-schedule payment that will be issued by the District to each bargaining unit member consistent with the following criteria. This one-time, off schedule payment will be prorated for part-time, part-year status bargaining unit members. To be eligible for this one-time, off schedule compensation allocation, the unit member must be in paid status with the District at the time that the one-time, off-schedule payment is paid and must be in paid status between August 1, 2018 and September 30, 2018.

4. Arbinger Training – New Article 8, Section 8.9:

CSEA and EGUSD are committed to Arbinger in Education training for all unit members. It is understood that all unit members are expected to participate in this training, and the training shall not exceed eight (8) hours. For such training provided outside of work hours and/or work days, unit members will have the option of receiving either pay at the current hourly rate (not the per diem rate), or salary schedule credit equivalent, once all eight (8) hours of training are completed. Hourly pay and salary schedule credit for this training shall not exceed eight (8) hours. The eight (8) hours of Arbinger in Education training shall be scheduled at various times over a period of three school years (2018-2019, 2019-2020 and 2020-2023).

5. 2018-2019 School Year Contingency Compensation Provisions

a. Ongoing Contingency Compensation for 2018-2019

If the District receives ongoing new LCFF revenue for the 2018-2019 school year that exceeds \$28,200,969 up to an additional \$4,691,407 million dollars, then the value that exceeds \$28,200,969 up to \$4,691,407 million dollars shall be allocated by the Board consistent with its interests related to Level 1 Board priorities.

If the ongoing new LCFF revenue for the 2018-2019 school year exceeds \$32,892,376, then the value of the ongoing new LCFF revenue for the 2018-2019 school year that exceeds the \$32,892,376 shall be converted into a percentage based upon CSEA's fair share.

The CSEA fair share value of the amount over \$32,892,376 shall be added to the CSEA salary schedule as an ongoing percentage increase. This fair share value shall be prorated if the amount equals less than one percent, based upon the bargaining unit's fair share calculation for a less than one percent increase. This fair share value shall not exceed one percent added to CSEA salary schedule #23.

If through 2018-2019 State legislation, the target amounts change for supplemental and concentration requiring the district to increase its allocation for supplemental and concentration programs, then the parties agree to meet and negotiate adjustments if needed.

b. One time Contingency Compensation for 2018-2019

If the District receives one time, unrestricted, discretionary funding, included in the final State approved budget, for the 2018-2019 school year that exceeds \$17,685,103, then the dollar value that exceeds \$17,685,103 shall be converted into a percentage based upon CSEA's fair share. The dollar value that exceeds \$17,685,103 shall be paid on a one time, off of the schedule basis to unit members based upon CSEA's fair share value for all bargaining units not to exceed one percent. This contingent one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. To be eligible for this contingent one-time, off schedule salary compensation allocation, a unit member must be in paid status between August 1, 2018 and September 30, 2018.

6. Bereavement Leave, Article 17, Section 17.25

The parties agree to the following revision of 17.25:

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. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.

7. Sick Leave/Bereavement Language, Article 17, Section 17.8

Effective July 1, 2018, the parties agree to add the following to the end of section 17.8:

a. The definition of immediate family for purposes of sick leave, personal necessity, and bereavement leave only shall include a non-registered domestic partner designated by the unit member. Non-registered domestic partner status does not qualify for eligibility for health and welfare benefits.

In general, a non-registered domestic partnership has the following criteria:

1. The partners have a committed relationship which has existed for at least one year; and
2. The partners both reside at the same address; and
3. The unit member certifies to the District that this information is true and correct at the time that the unit member requests the sick leave or bereavement leave.

8. Implementation of AB 2393 (Parental Leave)

The District proposes to replace the current Section 17.49 of the parties' collective bargaining agreement with the following:

New 17.49 Parental Leave.

After a unit member exhausts all available sick leave, including accumulated sick leave, the unit member shall be entitled to "parental leave" consistent with AB 2393. Parental leave can be used for the birth of a child of the employee or placement of a child with an employee in

connection with the adoption or foster care of the child by the employee. Unit members may not receive more than one 12-workweek period of partial pay parental leave within a 12-month period. Partial pay parental leave shall be compensated at fifty percent (50%) of the employee's regular salary and runs concurrent with the 12 weeks of baby bonding leave provided under CFRA.

9. Extended Leave of Absence for Illness, Article 17, Section 17.82.

The parties agree to revise Section 17.82 to be consistent with the California Education Code section 45196 as follows:

Consistent with Education Code section 45196, a bargaining unit member shall be credited once a year with a total of not less than one hundred (100) working days of paid sick leave, including days to which he/she is entitled under Section 17.16 of this Article. Such days of paid sick leave in addition to those required by Section 17.16 shall be compensated at not less than fifty percent (50%) of the employee's regular salary. ~~The paid sick leave authorized under this section shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the employee may be entitled. The one hundred (100) day period described in this section runs concurrently with an employee's sick leave, including current year accrued and unused sick leave and prior year sick leave that is accrued, but not used.~~

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

10. Professional Growth, Article 18, Section 18.2

The parties agree to change line two of Section 18.2 from "fifteen (15)" to "twenty (20)" to be consistent with Attachment B of the parties' collective bargaining agreement.

11. Vacation

- a. The parties agree that the District does not require CSEA's approval to payout vacation days to unit members.
- b. The parties agree to continue to work on addressing unit members' accrued vacation time.

12. Catastrophic Leave Eligibility, Sections 17.90 and 17.99

The parties agree to revise sections 17.9 and 17.99 regarding catastrophic leave eligibility requirements as follows:

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

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

17.99 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; **and**
- d. the participant has satisfied the mandatory 6 month waiting period that begins after the first contribution to the Bank, and after a contribution is made subsequent to a Section 17.93 cancellation period.

13. Contract Clean Up, Incorporation of Side Letters and MOUs

The parties agree to continue to meet to complete updates to the collective bargaining agreement to reflect the parties' agreed upon revisions to the parties' collective bargaining agreement. During the 2018-2019 school year, as part of contract clean up, the parties specifically agree to incorporate the following agreements into the parties' collective bargaining agreement:

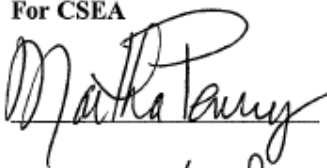

- 1. EGBERT Agreement
- 2. Wellness/Health and Welfare Agreements
- 3. JHCC Agreement
- 4. Orientation Agreement
- 5. Evaluation Agreement and Forms

14. Purpose of the Agreement, Article 1, Sections 1.4 and 1.5


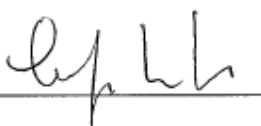
The parties agree to replace Sections 1.4 and 1.5 with the following:

The parties agree to extend the collective bargaining agreement between the parties to July 1, 2018 to June 30, 2021. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect. For the 2019-2020 and 2020-2021 school years, the parties agree to reopen negotiations on salary, benefits and additional two articles identified by each party.

For CSEA

For EGUSD

Ann Courtee'

Karen Beyendes

Lari Bulley

Dated: 6-8-18

Dated: 6-8-18

[Faint handwritten mark]

ELK GROVE UNIFIED SCHOOL DISTRICT
 CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
 Salary Schedule #23
 2018/19

6-8-18
 MJP
 KMR
 JTC
 KB

Classification	Training	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5 & 6	STEP 7	STEP 8+
	Classes (3%)*							
Paraeducator	301	\$12.72	\$13.63	\$14.56	\$15.55	\$15.93	\$16.26	\$16.59
Elk Grove Adult & Community Education (EGACE)	302*	13.10	14.03	14.99	16.01	16.41	16.73	17.06
General	303*	13.53	14.45	15.45	16.50	16.88	17.22	17.56
Pre-Kindergarten	304*	13.92	14.90	15.91	17.01	17.41	17.75	18.11
	305*	14.33	15.34	16.39	17.51	17.91	18.27	18.64
	306*	14.75	15.79	16.84	18.04	18.46	18.84	19.22
Paraeducator - Special Education, Mild/Moderate	321	\$13.03	\$13.94	\$14.90	\$15.93	\$16.29	\$16.60	\$16.93
	322*	13.44	14.36	15.33	16.40	16.76	17.10	17.44
	323*	13.84	14.81	15.79	16.88	17.28	17.64	17.99
	324*	14.27	15.23	16.28	17.40	17.79	18.14	18.50
	325*	14.67	15.67	16.75	17.91	18.32	18.70	19.07
	326*	15.09	16.17	17.25	18.45	18.88	19.24	19.62
Paraeducator - 3 - K Paraeducator - Special Education, Deaf & Hard of Hearing Moderate/Severe ** Visually Impaired	351	\$14.29	\$15.28	\$16.29	\$17.49	\$17.89	\$18.27	\$18.64
	352*	14.70	15.72	16.78	18.03	18.44	18.82	19.20
	353*	15.11	16.21	17.28	18.57	18.98	19.38	19.77
	354*	15.60	16.72	17.80	19.11	19.56	19.98	20.38
	355*	16.05	17.19	18.32	19.70	20.15	20.57	20.98
	356*	16.56	17.71	18.89	20.27	20.74	21.19	21.61
Child Associate	371	\$15.02	\$16.05	\$17.11	\$18.30	\$18.76	\$19.14	\$19.52
Family Advocate - Bilingual	372*	15.47	16.56	17.65	18.85	19.31	19.73	20.12
Family Advocate - General	373*	15.93	17.05	18.16	19.41	19.90	20.30	20.71
Parent Liaison	374*	16.41	17.55	18.72	20.02	20.51	20.93	21.35
Program Associate, Bilingual	375*	16.88	18.08	19.28	20.60	21.10	21.52	21.95
Teaching Associate, Bilingual	376*	17.41	18.63	19.85	21.22	21.74	22.20	22.64
Teaching Associate, General								
Teaching Associate, Infant/Toddler Program								
3 - K Instructor	511	\$21.10	\$22.57	\$24.10	\$25.75	\$26.38	\$26.87	\$27.41
Educational Interpreter for the Deaf & Hard of Hearing	512*	21.74	23.25	24.85	26.54	27.15	27.69	28.24
Health Assistant - Special Education	513*	22.36	23.95	25.57	27.28	27.96	28.52	29.09
Job Development Specialist	514*	23.07	24.64	26.34	28.15	28.81	29.39	29.98
Program Educator	515*	23.72	25.37	27.12	28.98	29.65	30.27	30.88
Project Implementor	516*	24.44	26.16	27.92	29.86	30.57	31.18	31.80
Project Implementor - Substance Abuse Prevention Educator								

ELK GROVE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Salary Schedule #23
2018/19

6-8-18
MSF
KME TC

- * Advancement to training class levels is based upon units/hours earned after date of hire.
- ** Prior to 07/01/14: Former associated classifications were: Paraeducator - Special Education, Inclusive Education / Severely Disabled / Paraeducator - Special Education, Independent Living Skills / Paraeducator - Special Education, Severely Disabled
- For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

LONGEVITY BONUS AT THE COMPLETION OF:

7th year	\$589
10th year	\$882
13th year	\$1,150
16th year	\$1,452
19th year	\$1,744
22nd year	\$2,055
25th year	\$2,361

SUBSTITUTE EMPLOYEES:

- All classified substitutes shall be paid at step 1 of the classification in which they substitute.
- All EGUSD retirees, when substituting in the classification from which they left the District, shall be paid at the step they were on when they retired. They will be paid at step 1 while substituting in other classifications.
- Substitutes will be paid according to the above policy unless otherwise approved by the Director for Classified Personnel.
- The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Effective 7/1/18 increase of 2.80% was applied to the 2017/18 salary schedule.
Effective 7/1/18 step 8 was added to the 2018/19 salary schedule equaling 2% of step 7.

g:\rclass\ed\join desks\salary schedule\2017-2018\csea #23

Tentative Agreement
Between
American Federation of State, County, and Municipal Employees (AFSCME),
Amalgamated Transit Union (ATU),
California School Employees Association (CSEA),
Elk Grove Education Association (EGEA)
Psychologists/Social Workers Association (PSWA)
AND
Elk Grove Unified School District (District)

EGBERT was established with the goal of providing post-retirement health insurance benefits to qualifying retirees of the Elk Grove Unified School District. EGBERT has a Board of Directors and its governing documents include the Trust Agreement, the Summary Plan Description, and the Retiree Participation Agreement.

Detailed information regarding the benefits currently being provided to participants, additional eligibility and participation requirements as described by bargaining unit, as well as governance, and administration of the Trust can be found at www.egbertbenefits.com, or by contacting the EGBERT office at 9797 Office Park Circle, Suite 110, Elk Grove, CA 95758, (916) 684-7120, email: egbertbenefits@gmail.com.

The Bargaining Units and the District agree to the following modifications to the number of years of benefit eligible service required to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT).

1. Tier 1

Unit members employed before July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans provided they have completed benefit eligible service of at least 120 months or 10 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility. 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.

2. Tier 2

Unit members employed on or after July 1, 2006 and prior to July 1, 2015 (including disability recipients) are eligible for retiree health and hospitalization plans provided they have completed benefit eligible service of at least 180 months or 15 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility. 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.

(SR150029)

3. Tier 3

Unit members employed on or after July 1, 2015, (including disability recipients) are eligible for retiree health and hospitalization plans provided they have completed benefit eligible service of at least 240 months or 20 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility. 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.

Qualified unit members under Tier 3 must also attain the age of 62 to receive 100% of the maximum EGBERT benefit level provided by their unit's CBA. This age requirement does not apply to STRS/PERS disability recipients.

Qualified Tier 3 members between the ages of 50 and 62 when they retire from the Elk Grove Unified School District will receive 50% of the maximum EGBERT benefit level provided by their unit's CBA until they reach age 62. The benefit level will increase to 100% of the maximum EGBERT benefit level provided by their unit's CBA on the first of the month in which the member reaches age 62. All qualified STRS/PERS disability recipients will receive 100% of the maximum EGBERT benefit level provided by their unit's CBA immediately upon retirement, regardless of their age.

It is intended that, upon agreement by all bargaining units and the District, this Tentative Agreement will replace the appropriate provisions in each parties collective bargaining agreements related to the number of years of benefit eligible service required to participate in EGBERT.

Janice Bullen
AFSCME

Date: 5/13/15

Ray Z. [Signature]
ATU

Date: 5/13/15

Mary Deutsch
CSEA

Date: 5-13-15

[Signature]
EGEA

Date: 5/13/15

[Signature]
PSWA

Date: 5/14/15

Brandon Kuzge
District

Date: 5/14/15

Side Letter of Agreement
 Between
 Elk Grove Unified School District (District)
 And
 Amalgamated Transit Union (ATU)
 American Federation of State, County, and Municipal Employees (AFSCME),
 California School Employees Association (CSEA)
 Elk Grove Education Association (EGEA)
 Psychologists/Social Workers Association (PSWA)

2018 WELLNESS REBATE TIMELINE AND PROCESSING

November 7, 2017

Elk Grove Unified School District (District) and the Amalgamated Transit Union (ATU), American Federation of State, County, and Municipal Employees (AFSCME), California School Employees Association (CSEA), Elk Grove Education Association (EGEA), and Psychologists and Social Workers Association (PSWA), collectively referred to as "the parties," have developed the following 2018 Wellness Rebate Timeliness and Process.

1. The parties agree to the following Side Letter of Agreement (Agreement) regarding the Wellness Rebate Processing Timelines and Procedures for the 2018 calendar year.
2. This Agreement shall become effective for each bargaining unit upon execution of this Agreement by each bargaining unit and the District, consistent with the following terms and conditions:
3. The parties agree to the following 2018 Wellness Rebate processing timelines and procedures:

2018 Wellness Rebate Processing Timelines and Procedures

Completed Wellness Rebate Certificate Received in Payroll On or Before	Lump Sum for Arrears Months in Pay Warrant Dated	Begin Monthly Rebate in Pay Warrant Dated
November 1, 2017 – January 2, 2018 <i>*Notes 2018 forms will not be accepted prior to November 1, 2017</i>	N/A	January 31, 2018
February 1, 2018	February 28, 2018	March 30, 2018
March 1, 2018	March 30, 2018	April 30, 2018
April 2, 2018	April 30, 2018	May 31, 2018
May 1, 2018	May 31, 2018	June 29, 2018

(SR270672)1

June 1, 2018	June 29, 2018	July 31, 2018
July 2, 2018	July 31, 2018	August 31, 2018
August 1, 2018	August 31, 2018	September 28, 2018
September 4, 2018	September 28, 2018	October 31, 2018
October 1, 2018	October 31, 2018	November 30, 2018

4. The parties agree that all bargaining units' members, who do not turn in an approved Wellness Rebate Certification by October 1, 2018, are not eligible for a wellness rebate for the January 2018-December 2018 time period; this includes newly hired employees regardless of hire date.

5. The parties agree that bargaining units' members who turn in approved Wellness Rebate Certifications forms after October 1, 2018 shall be eligible for a Wellness Rebates beginning in 2019 consistent with the 2019 Wellness Rebate Processing Timelines and Procedures negotiated by the parties.

6. The parties agree that the Wellness Rebate amounts for the 2018 plan year were made available during Open Enrollment.

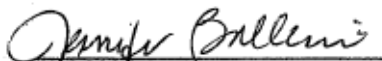
7. The parties agree that Blue Shield wellness forms will not be available until mid-December, 2017. Employees cannot begin seeing their Blue Shield providers until January 1, 2018. However, current WHA members can complete their wellness with their current WHA doctor and use the WHA form for the 2018 wellness rebate.

8. The parties agree that this Agreement supersedes all prior agreements, both verbal and written, including the terms of the parties' collective bargaining agreements regarding the 2018 Wellness Rebate processing timeline and any and all understandings and past practices regarding the timeline and processing of 2018 Wellness Rebate.

9. The parties agree to meet and negotiate the rebate timeline for new employees and a possible extension to this 2018 Wellness Rebate Agreement for the 2019 calendar year.

10. The parties agree that this Agreement expires on December 31, 2018. If a new agreement for the 2019 Wellness Rebate is not entered into by the parties, the parties agree that the Wellness Rebate provisions in place in the parties' collective bargaining agreements prior to the date of this Agreement shall apply.

11. The parties agree that this Agreement shall be effective for each bargaining unit upon execution of this Agreement by the District and each bargaining unit. This Agreement shall be effective for each bargaining unit that is a signatory to this Agreement and the District, even if all District bargaining units do not sign this Agreement.


AFSCME

Date: 11/29/2017

(SR270672)2

Emma Kob

Date: 11/29/17

ATU
Martha Perry
CSEA

Date: 12/6/17

EGEA

Date: _____

PSWA

Date: _____

[Signature]
DISTRICT

Date: 12/6/17

DISTRICT

Date: 12/6/17

DISTRICT

Date: _____

Sandra Lane
CSEA LRR

12/6/17

ATU _____

Date: _____

CSEA _____

Date: _____

EGEA _____

Date: 12/7/17

PSWA _____

Date: 11/27/17

DISTRICT _____

Date: _____

DISTRICT _____

Date: _____

DISTRICT _____

Date: _____

[SR270672]3

Joint Health Care Coalition (JHCC)
 Agreement
 Between
 American Federation of State, County, and Municipal Employees (AFSCME),
 Amalgamated Transit Union (ATU),
 California School Employees Association (CSEA),
 Elk Grove Education Association (EGEA)
 Psychologists/Social Workers Association (PSWA)
 and
 Elk Grove Unified School District (District)

The Bargaining Units and the Elk Grove Unified School District (District) agree to the following terms and conditions regarding the Joint Health Care Coalition (JHCC):

1. In recognition of a shared responsibility for the highest quality health care at the lowest cost possible, EGUSD and all Bargaining Units listed above will create the Joint Health Care Coalition.
2. The JHCC will analyze price, plan design, carriers, utilization, wellness development, and/or any other factor which may have an impact on the health coverage and cost for the District and its employees.
3. The decisions made by the JHCC will be in the form of recommendations which will be communicated to the Bargaining Units and the District to be negotiated according to their particular contract language.
4. The JHCC will recommend a broker and consultant (when necessary) to the Board of Education who the JHCC believes will provide the most effective support for locating the best coverage for the lowest cost.
5. The JHCC will have two co-chairs. JHCC co-chairs shall serve a two year term. In order to stagger the terms of the co-chairs the first term of the co-chairs will begin on October 1, 2013, the term of management's co-chair will end on September 30, 2015, the term of labor's co-chair will end on September 30, 2016. Thereafter, the terms of the co-chairs will be two years. JHCC co-chairs may be elected to serve multiple terms. One JHCC co-chair will be selected by the District and the other JHCC co-chair will be selected by the Bargaining Units. The JHCC co-chairs will do all that is necessary to effectively run the JHCC meetings such as, but not limited to: setting the agendas, setting meeting dates, chairing the meetings, communicating with committee members, and contacting carriers, brokers, and consultants.
6. The District (Management) and the Bargaining Units (Labor) will each have one vote. Labor's one vote will be the majority vote of the five groups (AFSCME, ATU, CSEA, EGEA, and PSWA) that comprise it. Management's one vote will be the majority vote of the groups that comprise it. It will be up to Management to determine who shall participate on the JHCC on behalf of Management.
7. JHCC decisions regarding recommendations will be made by consensus of a 2-0 vote.
8. In the event of a JHCC 1-1 vote, there will be no recommendation made by the JHCC to the Bargaining Units and the District.
9. At the beginning of each school year each participating group will submit the name(s) of their JHCC representative(s) to the JHCC co-chairs. Each participating group will also submit the name of their representative who will vote whenever necessary. In the event that the regular member cannot attend

(SR147874)

and vote, the alternate group representative should identify him or herself, and the group they represent, at the beginning of any JHCC meeting.

10. By October 1st of each school year, the JHCC shall meet at least once. The first order of business will be to select co-chairs when necessary.
11. JHCC members will be appointed for a period of two years beginning on October 1st of each even year period. All coalition members are expected to make every effort to attend all meetings.
12. JHCC Subcommittees will be utilized whenever the efficiency and effectiveness of the JHCC will be improved by the work of a subcommittee. As the need arises, subcommittees and members will be decided upon during JHCC meetings. All subcommittees will be chaired by one of the JHCC co-chairs or designee, chosen from among the appointed members of the coalition. If an Employee Wellness Committee is established and/or maintained by the District, the Employee Wellness Committee will be a subcommittee of the JHCC.
13. The JHCC sub-committee chair will report to the JHCC any findings or recommendations of the subcommittee. All subcommittee work will be on an as needed basis.
14. All sub-committee votes will follow the consensus model outline in sections 7 and 8 of this agreement.
15. The parties agree that, upon agreement by all Bargaining Units and the District this Tentative Agreement shall take effect.

Joseph Ballerini
AFSCME

Date: 5/13/15

Roger P. [Signature]
ATU

Date: 5/13/15

Mary Deutsch
CSEA

Date: 5-13-15

[Signature]
EGEA

Date: 5/13/15

[Signature]
PSWA

Date: 5/14/15

Brandon Kuegel
District

Date: 5/14/15

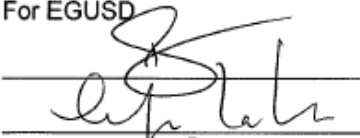
{SR147874}

Side Letter of Agreement
Between
Elk Grove Unified School District
And
California School Employees Association
Permanent Status Classified Employee Evaluations
October 25, 2016

The following is a Side Letter of Agreement between Elk Grove Unified School District (EGUSD) and the California School Employees Association (CSEA) regarding permanent classified employee evaluation cycles.

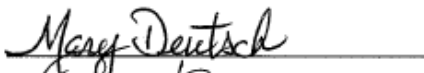
1. During 2017-2018 negotiations, the parties agree to negotiate the process and revise the collective bargaining agreement provisions regarding permanent classified employee evaluations for implementation during the 2017-2018 school year. If during the 2017-2018 negotiations, the parties are unable to reach an agreement regarding evaluations, the status quo collective bargaining agreement provisions regarding evaluation shall continue unchanged:
 - a. The parties agree to conduct a formal evaluation of permanent classified employees at least every other year.
 - b. If an employee's last formal evaluation is satisfactory, then the parties agree to conduct an informal check-in evaluation of permanent classified employee during the years when a formal evaluation is not conducted.
 - c. The parties agree to negotiate a cycle that is not based on employee work anniversary dates.
 - d. The parties agree to provide evaluatees with written notice identifying their primary evaluator during their formal evaluation year.

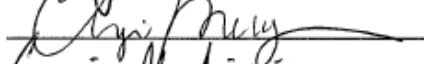
For EGUSD





Karen M. Regendes

For CSEA









CSEA Association

Dated: 10/25/16

Dated: 10/25/16



**CSEA
CLASSIFIED PERSONNEL
PERFORMANCE EVALUATION**

SIX MONTH*
 ANNUAL
 UNSCHEDULED
 EXIT

*The probationary period is six months excluding all non-contractual work days per the employees work year calendar.
Probationary Employees: Evaluate 6-months
Permanent Employees: Evaluate Annually
Unscheduled: Any time employee's job performance, attitude, or conduct on the job are considered to warrant such.

EMPLOYEE NAME:		EMPLOYEE ID #:	
CLASSIFICATION:		EVALUATION PERIOD: From:	
SITE or LOCATION:		To:	

SECTION A – Using narrative statements, comment on employee's job **STRENGTHS & SUPERIOR** performance. Include explanation for any areas marked in Section E with "Exceeds Standards." A separate document may be attached to provide additional details.

SECTION B – Using narrative statements, record **PROGRESS ACHIEVED** in attaining previously set goals for improved work performance. Include explanation for any areas marked in Section E with "Exceeds Standards." A separate document may be attached to provide additional details.

SECTION C – Using narrative statements, comment on specific work performance **DEFICIENCIES** or job behavior requiring improvement or correction. Include explanation for any areas marked in Section E with "Requires Improvement." A separate document may be attached to provide additional details.

SECTION D – Using narrative statements, record specific **GOALS FOR IMPROVEMENT** to be undertaken during next evaluation period.

SECTION E - Check each factor in the appropriate column			
Column 1 = NOT SATISFACTORY Column 2 = REQUIRES IMPROVEMENT Column 3 = EFFECTIVELY MEETS STANDARDS			
Column 4 = DOES NOT APPLY			
1	2	3	4
			1. ATTENDANCE & OBSERVANCE OF WORK HOURS - Employee reports to work on time as scheduled. Adheres to schedule. Can be relied upon to adhere to schedule and communicate attendance issues appropriately.
			2. UNIFORM COMPLIANCE - Dresses appropriately and safely for work being performed, suitable for the type of public, employee, staff and pupil contacts. Where applicable, follow school site dress code.
			3. COMPLIANCE WITH RULES - Follows and consistently complies with rules, regulations and policies.
			4. SAFETY PRACTICES - Complies with reasonable safety procedures, particularly involving students, and avoids potentially dangerous conditions or situations. Notifies appropriate party when unsafe conditions are observed.
			5. INTERACTION WITH OTHERS - Respects others and works to establish and maintain positive working relationships. Exercises positive influence with students, as appropriate.
			6. KNOWLEDGE OF WORK & JOB SKILL LEVEL - Consistently demonstrates the knowledge, skills and abilities required of the job classification. Maintains acceptable working level job knowledge and skill levels through training opportunities.
			7. WORK JUDGMENTS - Demonstrates consistent and reliable judgments and exhibits proper level of decision making required for job classification.
			8. PLANNING, ORGANIZATION & WORK COORDINATION - Consistently plans and organizes work by planning sequence of steps to attain desired results. Demonstrates necessary personal coordination of assigned work.
			9. QUALITY OF WORK - Produces work that is neat, accurate, thorough, and acceptable. Degree of work performed over entire rating period.
			10. QUANTITY OF WORK - Measures the amount of work required to meet job standards.
			11. MEETING DEADLINES - Employee sets, meets, or shows an honest attempt to meet reasonable deadlines. Clearly communicates status of deadlines as appropriate.
			12. ACCEPTS RESPONSIBILITY - Degree of willingness exhibited when given responsibility and the manner in which the responsibility is carried out. Accepts responsibility when situations go wrong and creates strategies for improvement.
			13. ACCEPTS DIRECTION - Consistently accepts supervision, training and instruction. Demonstrates accepting direction by carrying out instructions to the best of his or her ability.
			14. ACCEPTS CHANGE - Demonstrates adaptability and flexibility. Adapt satisfactorily to new work surroundings, new equipment, new procedures, or new supervisor.
			15. APPEARANCE OF WORK STATION - Sets up and/or maintains a clean, neat, and efficient workstation that contributes to desired work atmosphere and proper public image.
			16. OPERATION & CARE OF EQUIPMENT - Demonstrates safe, responsible and reasonable operation, use and care of equipment. Requests repair or replacement of equipment when necessary.
			17. INITIATIVE - Initiation of action by the employee. Makes suggestions to produce more efficient, productive, or economical methods and procedures. Takes opportunity to anticipate needs and determines next steps, needed.
			18. EFFECTIVENESS UNDER STRESS - Produces acceptable work well under pressure; paces work projects in demand
ADDITIONAL FACTORS FOR SUPERVISORS			
			19. SCHEDULING - Effectively creates and implements scheduling for staff
			20. TRAINING & INSTRUCTING - Efficient with training and instructing employees on work assignments
			21. EVALUATING SUBORDINATES - Timely evaluates subordinates
			22. JUDGMENTS & DECISIONS - Demonstrates consistent and sound judgments on decisions
			23. LEADERSHIP - Effectively directs and guides employees to meet job expectations
			24. OPERATIONAL ECONOMY - Operates equipment using the most economical measures
SECTION F - Check OVERALL PERFORMANCE			
<input type="checkbox"/> Not Satisfactory <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Effectively Meets Standards			
If Overall Performance is checked "Requires Improvement" or "Not Satisfactory", review again in: <input type="checkbox"/> 60 DAYS <input type="checkbox"/> 90 DAYS <input type="checkbox"/> 120 DAYS <input type="checkbox"/> Do not review at this time. A letter of explanation is attached.			
Probationary Employees Only: I do not recommend this employee be granted permanent status. <input type="checkbox"/> I recommend this employee be granted permanent status. (<input type="checkbox"/> Discussed with Human Resources)			
REVIEWER NAME: (Administrator)	Print:	Sign:	Date:
This evaluation has been discussed with me. I understand my signature does not necessarily indicate agreement. If employee disagrees with evaluation, within twenty (20) working days, he/she may submit a written statement to be attached to the evaluation in HR.			
EMPLOYEE SIGNATURE:		DATE:	
EMPLOYEE COMMENTS:			
Please retain a copy for supervisor and employee. Send original to Human Resources.			

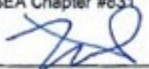
2020-2021 REOPENER NEGOTIATIONS
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
ELK GROVE CHAPTER #831 (CSEA)
and the
ELK GROVE UNIFIED SCHOOL DISTRICT (DISTRICT)

The Elk Grove Unified School District ("District") and the California School Employees Association and its Elk Grove Chapter #831 ("CSEA"), collectively referred to as the "Parties", agree to the following Tentative Agreement ("Agreement") regarding reopener negotiations for the 2020-2021 school year.


1. The Parties acknowledge and agree that they have negotiated fully and have completed reopener negotiations for the 2020-2021 school year.
2. The Parties acknowledge and agree that negotiations for the 2020-2021 school year did not include any agreements to change compensation, benefits, nor did it include any agreements to change any term or condition of employment. In addition, negotiations for the 2020-2021 school year did not include any agreements to change the Parties' collective bargaining agreement.
3. The Parties agree that this is the complete agreement between the Parties regarding 2020-2021 reopener negotiations, and that there are no other verbal or written understandings in addition to this Agreement, dated prior to the date of this Agreement.
4. Nothing in this agreement shall be construed as limiting any rights the parties otherwise retain under the provisions of the Educational Employment Relations Act.


Lance Hawkins, Chapter President
CSEA Chapter #831


4/21/2022
Date


Mauricio Vides, Labor Relations Representative
CSEA


4/21/22
Date


David Reilly, Associate Superintendent
Elk Grove Unified School District

4/21/22
Date


Robert Pierce, Deputy Superintendent
Elk Grove Unified School District

4/21/22
Date


Amreek Singh, Chief Human Resources Officer
Elk Grove Unified School District

4/21/22
Date


Karen M. Rezendes
for Elk Grove Unified School District

4-21-22
Date

(SR7 15462)1

2021-2022 SUCCESSOR NEGOTIATIONS
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
ELK GROVE CHAPTER #831 (CSEA)
and the
ELK GROVE UNIFIED SCHOOL DISTRICT (DISTRICT)

Strikethrough = language to be removed: ~~example~~

Bold/Italic/Underline = proposed language: ***example***

The Elk Grove Unified School District ("District") and the California School Employees Association and its Elk Grove Chapter #831 ("CSEA"), collectively referred to as the "Parties", agree to the following Tentative Agreement ("Agreement") regarding successor negotiations for the 2021-2022 school year:

1. Safety Mitigation Protocols.

The Parties agree that the District shall continue to adhere to State and Sacramento County Public Health Department safety mitigation orders and guidelines. Such safety and mitigation orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District and CSEA will continue to meet and confer regarding changes to safety protocols. CSEA will work collaboratively with the District in any necessary public health actions.

2. Full Return to In-Person Instruction 2021-2022 School Year.

The Parties agree that the District has the sole and exclusive discretion working in consultation with State and County Health officials and in compliance with State and Local Health orders and laws to determine the status of the in-person instructional model. For the 2021-2022 school year and consistent with all State and County Health orders and laws, the District has determined that unit members and students shall fully return to in-person instruction.

a. Reasonable Accommodations and Interactive Process.

The Parties agree that if a unit member believes that they are unable to return to full in-person student instruction for the 2021-2022 school year due to a disability or medical condition, the unit member should contact the District's Human Resources Department to schedule an interactive process to determine whether they are eligible for reasonable accommodations.

3. ARTICLE 1: PURPOSE OF AGREEMENT

Article 1.4: The Parties agree to the following revisions to Article 1.4:

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4/20/2022

The parties agree to ~~extend the collective bargaining agreement between the parties a~~ **new three (3) year term for the collective bargaining agreement. The new term shall begin on or after July 1, 2018 to June 30, 2021 July 1, 2021 and expire on June 30, 2024.** Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect. For the 2019-2020 and ~~2020-2024~~ **2022-2023 and 2023-2024** school years, the parties agree to reopen negotiations on salary, benefits and ~~an~~ additional two articles identified by each party.

4. ARTICLE 5: ORGANIZATIONAL SECURITY

Article 5: Proposed Language

~~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 SB1060 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~~

{SR715592}2

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~~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.~~

5.1 CSEA shall provide the District with a certified list of those employees who have authorized membership dues deductions from his or her salary.

5.2 It is the mutual intention of the parties that the provisions of this article protect the rights of individual employees and CSEA's right to represent the interests of unit members.

5.3 CSEA has the sole and exclusive right to have employee organization membership dues deducted from employees in the bargaining unit.

5.4 After notification from CSEA of the employees who have elected membership, the District shall deduct, in accordance with the CSEA dues schedule, state and chapter dues, from the wages of all employees who elect to be members of CSEA. The employer shall, without charge, pay to CSEA within thirty (30) days of the deduction, all sums so deducted.

5.5 If any member of CSEA indicates their intention to revoke their membership status, the District shall immediately refer the member to CSEA and CSEA will be responsible for processing these requests. The District will rely on information provided by CSEA regarding dues payroll deductions.

5.6 CSEA agrees to defend, indemnify, and hold the District harmless in any action taken to implement the terms of Article 5 of this agreement, and for any claims by employees for deductions made in reliance on Article 5 of the parties' collective bargaining agreement, CSEA's notification to the District, or information that CSEA provides to the District regarding employee payroll deductions.

5. Article 8: DUTY HOURS AND WORKING CONDITIONS

a. Article 8.9: New Language

8.9 The District will provide as determined by the unit member's supervisor all necessary technology, equipment, and supplies for bargaining unit members to perform their duties and responsibilities if a concern develops where an

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employee feels they are not provided with the necessary technology, equipment and supplies, CSEA and the District will meet & confer.

b. The Parties agree to include Article 8 as an automatic re-opener during 2022-2023 re-opener negotiations.

6. ARTICLE 12: Layoffs

The parties agree to include Article 12 as an automatic re-opener during 2022-2023 re-opener negotiations.

7. 2021-2022 Ongoing Compensation.

a. Effective retroactive to July 1, 2021, the parties agree to a new 2021-2022 CSEA salary schedule consistent with the attached and initialed new 2021-2022, #23 CSEA salary schedule. (Attachment A-New 2021-2022 #23 CSEA Salary Schedule)

b. The Parties agree that the section 7(a) retroactive payment shall not apply to any supplemental pay and overtime pay for work performed during the 2021-2022 school year.

8. 2021-2022 One-time Compensation.

a. Based upon the attached and initialed new 2021-2022, #23 CSEA salary schedule (Attachment A), unit members shall receive a one-time off-of-the schedule payment of four percent (4%) of base pay. This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on April 21, 2022. Unit members who are eligible for salary schedule movement during the 2021-2022 school year shall receive this one-time compensation based on their adjusted salary based on their salary schedule placement and FTE (full time equivalency).

b. For unit members that change positions and/or bargaining units during the 2021-2022 school year, this one-time payment will be calculated consistent with Section 8(a) and based on the CSEA unit member's paid days working in an CSEA unit member position at the time the one-time payment is calculated and will be applied to the CSEA's unit member's base pay if in paid status with the District on the date of April 21, 2022.

c. The Parties agree that the section 8(a) and (b) one-time retroactive payment shall not apply to any supplemental pay and overtime pay for work performed during the 2021-2022 school years.

9. Article 17 Leaves: Bereavement.

a. Effective upon ratification of this agreement by both parties, the Parties agree to replace Sections 17.8, 17.25, and 17.26 of the collective bargaining agreement as follows:

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b. 17.8. Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status; an employee's or an employee's spouse/registered domestic partner's a-biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.

17.25 Bereavement Leave. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 17.8 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

17.26 Bereavement Leave days shall not be deducted from the sick leave balance.

10. Article 17: Pregnancy Disability Leave

Effective upon ratification of this agreement by both parties, replace sections 17.46, 17.47, and 17.48 of the collective bargaining agreement with the following:

17.46 Paid Pregnancy Disability Leave.

During the period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full time unit members, consistent with the following.

a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use, and will not be accrued and will not be coordinated

with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.

b. To be eligible for this Paid Pregnancy Disability Leave, the unit member it is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.

c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave.

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

11. Two Additional Professional Development Days (2021-2022 and 2022-2023). Two full contractual days per year (14 hours per year/28 hours total).

a. CSEA and EGUSD are committed to professional development for all unit members. It is understood that all unit members shall participate in up to two days of professional development during the 2021-2022 and 2022-2023 school year only, outside of the unit member's contracted work year focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.

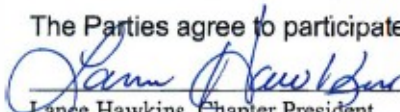
b. Unit members shall receive per diem pay for full day participation in such training.

c. During the 2021-2022 school year, a professional development plan shall be collaboratively developed by the District and representatives from all bargaining units. This professional development plan will require Board approval prior to implementation.

d. If full implementation of the training during the 2021-2022 and 2022-2023 school years does not occur, the parties shall meet and confer to discuss alternative means by which the training will be extended into a subsequent school year.

12. Comparability Study.


The Parties agree to participate in a comparability study.


Lance Hawkins, Chapter President
CSEA Chapter #831


4/21/2022
Date

[SR715592]7





Mauricio Vides, Labor Relations Representative
CSEA


4/21/22
Date


David Reilly, Associate Superintendent
Elk Grove Unified School District

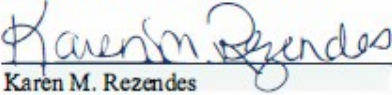
4/21/22
Date


Robert Pierce, Deputy Superintendent
Elk Grove Unified School District

4/21/22
Date


Amreek Singh, Chief Human Resources Officer
Elk Grove Unified School District

4/21/22
Date


Karen M. Rezendes
for Elk Grove Unified School District

4/21/22
Date

DR

**ELK GROVE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Salary Schedule #23
2021/22**

Classification	Training	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
	Classes (3%)*							
Paraeducator	301	\$15.00	\$15.30	\$15.61	\$15.92	\$16.40	\$16.89	\$17.57
Elk Grove Adult & Community Education (EGACE)	302*	15.45	15.76	16.08	16.40	16.89	17.40	18.10
General	303*	15.91	16.23	16.56	16.89	17.40	17.92	18.64
Pre-Kindergarten	304*	16.39	16.72	17.06	17.40	17.92	18.46	19.20
	305*	16.88	17.22	17.57	17.92	18.46	19.01	19.78
	306*	17.39	17.74	18.10	18.46	19.01	19.58	20.37
Paraeducator - Special Education, Mild/Moderate	321	\$15.36	\$15.67	\$15.98	\$16.30	\$16.79	\$17.29	\$17.98
	322*	15.82	16.14	16.46	16.79	17.29	17.81	18.52
	323*	16.29	16.62	16.95	17.29	17.81	18.34	19.08
	324*	16.78	17.12	17.46	17.81	18.34	18.89	19.65
	325*	17.28	17.63	17.98	18.34	18.89	19.46	20.24
	326*	17.80	18.16	18.52	18.89	19.46	20.04	20.85
Paraeducator - 3 - K	351	\$16.72	\$17.05	\$17.39	\$17.74	\$18.27	\$18.82	\$19.57
Paraeducator - Special Education, Deaf & Hard of Hearing Moderate/Severe ** Visually Impaired	352*	17.22	17.56	17.91	18.27	18.82	19.38	20.16
	353*	17.74	18.09	18.45	18.82	19.38	19.96	20.76
	354*	18.27	18.63	19.00	19.38	19.96	20.56	21.38
	355*	18.82	19.19	19.57	19.96	20.56	21.18	22.02
	356*	19.38	19.77	20.16	20.56	21.18	21.82	22.68
Child Associate	371	\$17.53	\$17.88	\$18.24	\$18.61	\$19.17	\$19.75	\$20.54
Family Advocate - Bilingual	372*	18.06	18.42	18.79	19.17	19.75	20.34	21.16
Family Advocate - General	373*	18.60	18.97	19.35	19.75	20.34	20.95	21.79
Parent Liaison	374*	19.16	19.54	19.93	20.34	20.95	21.58	22.44
Program Associate, Bilingual	375*	19.73	20.13	20.53	20.95	21.58	22.23	23.11
Teaching Associate, Bilingual	376*	20.32	20.73	21.15	21.58	22.23	22.90	23.80
Teaching Associate, General Teaching Associate, Infant/Toddler Program								
3 - K Instructor	511	\$22.58	\$23.72	\$24.90	\$26.15	\$27.46	\$28.83	\$30.27
Educational Interpreter for the Deaf & Hard of Hearing	512*	23.26	24.43	25.65	26.93	28.28	29.69	31.18
Health Assistant - Special Education	513*	23.96	25.16	26.42	27.74	29.13	30.58	32.12
Job Development Specialist	514*	24.68	25.91	27.21	28.57	30.00	31.50	33.08
Program Educator	515*	25.42	26.69	28.03	29.43	30.90	32.45	34.07
Project Implementor Project Implementor - Substance Abuse Prevention Educator	516*	26.18	27.49	28.87	30.31	31.83	33.42	35.09

LONGEVITY BONUS AT THE COMPLETION OF:

7th year	\$591
10th year	\$885
13th year	\$1,155
16th year	\$1,458
19th year	\$1,751
22nd year	\$2,063
25th year	\$2,371

*RA
4/1/22
DK
4/21/22*

**CSESAP
MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its
ELK GROVE CHAPTER #831 (CSEA)
and the
ELK GROVE UNIFIED SCHOOL (DISTRICT)
April 21, 2022**

The following is a Memorandum of Understanding ("MOU") between the Elk Grove Unified School District ("District") and the California School Employees Association and its Elk Grove Chapter #831 ("CSEA"). The District and CSEA agree to the following terms and conditions:

WHEREAS, the State of California via Education Code section 45500 ("Education Code Sec. 45500") may allocate funds for Classified Employees to utilize as part of the Classified School Employee Summer Assistance Program ("CSESAP"); and

WHEREAS, the CSESAP requires a Local Education Agency to notify Classified Employees, by January 1 during a fiscal year in which moneys are appropriated for purposes of the CSESAP; and

WHEREAS, the District and CSEA believe Classified Employees employed the District should be afforded the opportunity to participate in the CSESAP; and

WHEREAS, the District and CSEA recognize funding for the CSESAP is contingent upon an appropriation in the annual Budget Act or another statute (Education Code Sec. 45500(o)(2))

NOW THEREFORE, in accordance with the foregoing recitals, the parties agree to the following:

- 1. The District agrees to participate in the CSESAP:
 - a. If CSESAP is appropriated in the 2022-2023 annual State Budget Act, then prior to January 1, 2023, the District agrees to send a notification informing Classified Employees of the District's intent to participate in the CSESAP;
 - b. If CSESAP is appropriated in the 2022-2023 annual State Budget Act, then the notification shall outline the eligibility requirements of the CSESAP as well as any other information required by ED Code Sec. 45500;

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- c. If CSESAP is appropriated in the 2022-2023 annual State Budget Act, then the District agrees to comply with all timelines as established by the California Department of Education ("CDE").
2. If CSESAP is appropriated in the 2022-2023 annual State Budget Act, then eligibility for the program:
 - a. Classified Employees must work in assignments of 11 months or less out of a twelve-month period;
 - b. Classified Employees must have worked for the District for at least one year as of March 1, 2023;
 - c. Classified Employees regular annual pay must not be more than \$62,400.00 (excluding any additional pay earned during summer recess in the previous fiscal year).
3. If CSESAP is appropriated in the 2022-2023 annual State Budget Act, then withholdings:
 - a. Participating Classified Employees may elect to withhold an amount not to exceed 10% of his/her regular monthly pay during the 2022-2023 school year.
 - b. No later than 30 days after the start of the 2022-2023 school year, an employee may withdraw his/her election to participate in the program or reduce the amount withheld from his/her pay, however a participating member will not be allowed to increase the withholding amount
 - c. If an employee separates from employment during the 2022-2023 school year, the employee shall be paid any monies withheld from his/her paycheck pursuant to this program;
 - d. If employees regular pay is at risk of being insufficient for the elected withholding to be deducted, the withholdings pursuant to this program will be stopped.
4. If CSESAP is appropriated in the 2022-2023 annual State Budget Act, then State matching funds:

DR

- a. If the CDE matching funds are prorated, the participating unit member shall only be entitled to the matching funds as provided by the CDE.
- b. Participating unit members shall receive payment of the amounts withheld plus the amount apportioned by the CDE in either one or two payments.
- c. If a participating unit member elects to receive one payment, the amounts withheld, and the matching funds provided by the CDE shall be disbursed to the participating unit member at the end of month payroll following the District's receipt of funds from the CDE.
- d. If a participating unit member elects to receive two payments he/she shall receive payments as follows:
 1. The amounts withheld at the end of month payroll in July of the succeeding fiscal year.
 2. The matching funds provided by the CDE shall be disbursed to the participating unit member at the end of month payroll following the District's receipt of funds from the CDE.

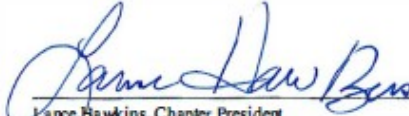
5. Disclaimer:

The Parties agree that participation in the CSESAP is contingent upon an appropriation of funds in the annual State Budget Act or another statute for purposes of CSESAP (Education Code Sec. 45500(o)(2)). In fiscal years where the State has elected to discontinue funding for the CSESAP, the District will have no obligation to continue offering this benefit. Participation in the CSESAP will be offered solely in fiscal years where the State has made an appropriation of funds in the annual Budget Act or another statute (Education Code Sec. 45500(o)(2)) into the CSESAP.


6. This Agreement is unique unto its own circumstances and shall in no way set a precedent for any other agreements in the future, and furthermore, no party hereto shall cite this Agreement or its term as past practice for any purpose in the future.

7. The Parties agree that this is the complete Agreement between the Parties, and the Parties agree that there are no other written or verbal agreements regarding the subject matter of this Agreement.

DF


Lance Hawkins, Chapter President
CSEA Chapter #831

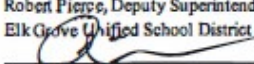
4/21/2022
Date


Mauricio Vides, Labor Relations Representative
CSEA

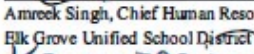
4/21/22
Date


David Reilly, Associate Superintendent
Elk Grove Unified School District

4/21/22
Date


Robert Pierce, Deputy Superintendent
Elk Grove Unified School District

4/21/22
Date


Amreek Singh, Chief Human Resources Officer
Elk Grove Unified School District

4/21/22
Date


Karen M. Rezendes
for Elk Grove Unified School District

4-21-22
Date

DR

**Tentative Agreement
Between
Elk Grove Unified School District
and
California School Employees Association, Elk Grove Chapter #831**

March 7, 2023

Elk Grove Unified School District (District) and the California School Employees Association, Elk Grove Chapter #831 (CSEA), collectively referred to as "the Parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to resolve negotiations for the 2022-2023 and 2023-2024 school years with no reopeners. All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

1. Ongoing 2022-2023 School Year.

a. Ongoing (17%)

Effective retroactive to July 1, 2022, the 2022-2023 Salary Schedule #23 shall be increased by seventeen percent (17%) which shall be added to the 2022-2023 CSEA salary schedule #23 consistent with Attachment A ("Attachment A-New 2022-2023 Salary Schedule #23").

The retroactive payment included in this Agreement shall not apply to former unit members not employed by the District on the date that both parties ratify this Agreement which is after the EGUSD Board ratifies this Agreement. The 2022-2023 retroactive payment described in this Agreement shall not apply to 2022-2023 supplemental pay (additional timesheet work) paid prior to ratification of this Agreement by both Parties.

2. One-time 2023-2024 School Year.

2.00% One Time

Effective July 1, 2023 and calculated based on the new 2023-2024 school year salary schedule, which includes the ongoing 2022-2023 increase described in Section 1 of this Tentative Agreement, unit members shall receive a one-time, off-schedule payment of two percent (2%). This one-time payment shall be prorated for less than full time unit members. To be eligible for this one-time payment, the unit member must be in paid status with the District on September 30, 2023. This one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. The Parties agree that the retroactive payments shall not apply to any supplemental pay (additional timesheet work).

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3. **Maximum Contribution Toward Medical Benefits.** The Parties agree that in lieu of the District maximum contribution toward medical benefit premium costs included in Article 14, titled District Sponsored Health and Insurance Programs, of the Parties' collective bargaining agreement, the Parties entered into a Joint Health Care Coalition (JHCC) Agreement in September 2022, which is agreed upon by the Parties and incorporated by this reference, into this Tentative Agreement. The Parties agree to revise the collective bargaining agreement regarding Health and Welfare Benefits to be consistent with the JHCC Agreement. (Attachment B-JHCC Agreement regarding District's Maximum Contribution toward medical benefit premium costs.)

4. **Healthcare Waiver.** The Parties agree that effective beginning January 1, 2024, the healthcare waiver included in the Parties' collective bargaining agreement shall increase from sixty five dollars (\$65) per month to one hundred and twenty-five dollars (\$125) per month. Accordingly, the parties agree to revise Article 14.6 as follows:

14.6 Those waiving medical benefits shall be paid ~~\$65~~ \$125 monthly.

5. **Juneteenth Holiday.** The Parties agree to revise Article 15 as follows:

15.1 The following ~~fifteen (15)~~ sixteen (16) holidays will be designated on the annually negotiated bargaining unit calendar.

- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day before Thanksgiving Day (in lieu of Admission's Day)
- Day after Thanksgiving Day
- Local Holiday of December 25
- Last working day before Local Holiday of December 25
- New Year's Day
- Last working day before New Year's Day
- Martin Luther King Jr.'s Day
- Lincoln's Day
- Washington's Day
- One Local Holiday (Spring or Winter)
- Memorial Day
- Juneteenth

(SR800707)

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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 and the last working day before January 1 shall be paid for those four holidays provided that they were in a paid status during any portion of the working day of their normal assignment preceding or succeeding the holiday period.

6. Bereavement Leave-Section 17.25.

The Parties agree to add the following to the end of Section 17.25 of the Parties' collective bargaining agreement:

Consistent with AB 1949, two (2) days of unpaid bereavement leave is also available for unit members for their absence for bereavement purposes under this section if they are only eligible for three (3) days of paid bereavement leave of absence under this section.

7. California Family Rights Act-NEW Section 17.8.1

The Parties agree to incorporate the provisions of AB 1041 legislation regarding the California Family Rights Act (CFRA) into a NEW Section 17.8.1 of the Parties' collective bargaining agreement as follows:

NEW 17.8.1 The Parties agree that effective January 1, 2023, the California Family Rights Act (CFRA) permits employees to use AB 1041 protected family and medical leave and paid sick leave, to care for a "designated person."

CFRA defines "designated person" as "any individual related by blood or whose association with the employee is the equivalent of a family relationship." California paid sick leave statutes define "designated person" as "a person identified by the employee at the time the employee requests paid sick days." For purposes of AB 1041 leave, an employee is limited to one designated person per 12-month period.

8. Article 13, Salary-Overpayment Recoupment.

The Parties agree to revise Section 13.5 regarding **OVERPAYMENT/UNDERPAYMENT** as follows and to delete Sections 13.6, 13.7, 13.7.1, 13.7.2, 13.7.3, 13.7.4, and 13.7.5 to be consistent with California Education Code Section 44042.5 (AB 185):

Overpayment/Underpayment

13.5 OVERPAYMENT/UNDERPAYMENT

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KAT REP YS
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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 District will meet with the unit member to develop an overpayment repayment plan that is a minimum of 10% and no more than 15% of the unit member's net disposable pay to be recouped over the same period as the overpayment, unless the unit member agrees to repay beyond the 15% maximum rate and over a shorter period of time as the overpayment. If the Parties are unable to mutually agree upon an overpayment repayment plan, the Parties agree that CSEA and the District will meet and confer regarding a mutually agreed upon plan. If the Parties are unable to mutually agree upon a repayment plan, the law shall apply. 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 Fiscal Services for consideration.

13.7.3 — If the employee disputes the decision of the Director of Fiscal Services, information regarding the dispute shall be submitted within ten (10) working days of the notification of the Director of Fiscal Services' 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.

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~~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.~~

9. Probationary Period.

The Parties agree to change all references in the Parties' collective bargaining agreement and all CSEA forms and documents used by the District to be consistent with California Education Code Section 45113 (AB 1353) which limits the probationary period for classified employees to six months or 130 days of paid service, whichever is longer.

10. Layoffs, Article 12.

The Parties agree to delete Section 12.9 and to revise the Procedures in Articles 12.10 and 12.16 regarding Layoffs as follows to be consistent with AB 438. (Education Code section 45117)

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

In the event it becomes necessary to layoff permanent classified employees, who are not employed in a specially funded program, the District shall comply with all Education Code Section 45117 (AB 438) notice and procedural requirements which include a March 15th notice if the permanent classified employee's services will not be required for the following school year due to lack of work or lack of funds. Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117. Notification procedures for a reduction in hours or a demotion as an alternative to layoff are outlined in Education Code 45117.

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

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11. Salary, Article 13 (Longevity)

The Parties agree to revise Article 13.4 as follows:

LONGEVITY

13.4 Effective July 1, ~~2006~~ 2022, longevity bonuses for classified personnel will be paid at the end of the seventh, tenth, thirteenth, sixteenth, nineteenth, twenty-second and twenty-fifth years at the following rates:

- At the end of the 7th year - ~~\$594~~ \$691 annually
- At the end of the 10th year - ~~\$885~~ \$1,035 annually
- At the end of the 13th year - ~~\$1,155~~ \$1,351 annually
- At the end of the 16th year - ~~\$1,458~~ \$1,706 annually
- At the end of the 19th year - ~~\$1,754~~ \$2,049 annually
- At the end of the 22nd year - ~~\$2,063~~ \$2,414 annually
- At the end of the 25th year - ~~\$2,374~~ \$2,774 annually

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

12. Purpose of the Agreement, Article 1 (Duration).

The Parties agree to revise Article 1.4 as follows:

~~The parties agree to a new three (3) year term for the collective bargaining agreement. The new term of the collective bargaining agreement began shall begin on or after July 1, 2021 and shall expire on June 30, 2024. Negotiations for the 2022-2023 and 2023-2024 school years are completely resolved with no reopeners. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect. For the 2022-2023 and 2023-2024 school years, the parties agree to reopen negotiations on salary, benefits and an additional two articles identified by each party.~~

(SR800707)

Handwritten initials and signatures in blue ink: "US", "TC", "DR", "KAT", and a signature that appears to be "CJ". There is also a small number "6" written below the initials.

For CSEA

[Signature] Lance Eric Hawkins

[Signature] Rocio Galvan

[Signature] Tina Coutee

[Signature] Kim Howell

[Signature] Yolanda Saunders

[Signature] Stevie Klusman

[Signature] Rachel Kennedy

Dated: March 20, 2023

For EGUSD

[Signature] D. Reilly

Dated: 3/7/23

ATTACHMENTS

New 2022-2023 Salary Schedule-Attachment A
JHCC AGREEMENT, Medical Benefit Premiums, 2022-Attachment B

**ELK GROVE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Salary Schedule #23
2022/23**

Classification	Training	STEP	STEP	STEP	STEP	STEP	STEP	STEP
	Classes (3%)*	1	2	3	4	5	6	7+
Paraeducator	301	\$17.55	\$17.90	\$18.26	\$18.63	\$19.19	\$19.77	\$20.56
Elk Grove Adult & Community Education (EGACE)	302*	18.08	18.44	18.81	19.19	19.77	20.36	21.18
General	303*	18.62	18.99	19.37	19.77	20.36	20.97	21.82
Pre-Kindergarten	304*	19.18	19.56	19.95	20.36	20.97	21.60	22.47
	305*	19.76	20.15	20.55	20.97	21.60	22.25	23.14
	306*	20.35	20.75	21.17	21.60	22.25	22.92	23.83
Paraeducator - Special Education, Mild/Moderate	321	\$17.97	\$18.33	\$18.70	\$19.07	\$19.64	\$20.23	\$21.04
	322*	18.51	18.88	19.26	19.64	20.23	20.84	21.67
	323*	19.07	19.45	19.84	20.23	20.84	21.47	22.32
	324*	19.64	20.03	20.44	20.84	21.47	22.11	22.99
	325*	20.23	20.63	21.05	21.47	22.11	22.77	23.68
	326*	20.84	21.25	21.68	22.11	22.77	23.45	24.39
Paraeducator - 3 - K	351	\$19.56	\$19.95	\$20.35	\$20.76	\$21.38	\$22.02	\$22.90
Paraeducator - Special Education, Deaf & Hard of Hearing	352*	20.15	20.55	20.96	21.38	22.02	22.68	23.59
Moderate/Severe **	353*	20.75	21.17	21.59	22.02	22.68	23.36	24.30
Visually Impaired	354*	21.37	21.81	22.24	22.68	23.36	24.06	25.03
	355*	22.01	22.46	22.91	23.36	24.06	24.78	25.78
	356*	22.67	23.13	23.60	24.06	24.78	25.52	26.55
Child Associate	371	\$20.51	\$20.92	\$21.34	\$21.77	\$22.42	\$23.09	\$24.01
Family Advocate - Bilingual	372*	21.13	21.55	21.98	22.42	23.09	23.78	24.73
Family Advocate - General	373*	21.76	22.20	22.64	23.09	23.78	24.49	25.47
Family, School, and Community Liaison	374*	22.41	22.87	23.32	23.78	24.49	25.22	26.23
Parent Liaison	375*	23.08	23.56	24.02	24.49	25.22	25.98	27.02
Program Associate, Bilingual	376*	23.77	24.27	24.74	25.22	25.98	26.76	27.83
Teaching Associate, Bilingual								
Teaching Associate, General								
Teaching Associate, Infant/Toddler Program								
3 - K Instructor	511	\$26.42	\$27.74	\$29.13	\$30.59	\$32.12	\$33.73	\$35.42
Educational Interpreter for the Deaf & Hard of Hearing	512*	27.21	28.57	30.00	31.51	33.08	34.74	36.48
Health Assistant - Special Education	513*	28.03	29.43	30.90	32.46	34.07	35.78	37.57
Job Development Specialist	514*	28.87	30.31	31.83	33.43	35.09	36.85	38.70
Program Educator	515*	29.74	31.22	32.78	34.43	36.14	37.96	39.86
Project Implementor	516*	30.63	32.16	33.76	35.46	37.22	39.10	41.06
Project Implementor - Substance Abuse Prevention Educator								

LONGEVITY BONUS AT THE COMPLETION OF:

7th year	\$691	16th year	\$1,706	25th year	\$2,774
10th year	\$1,035	19th year	\$2,049		
13th year	\$1,351	22nd year	\$2,414		

* Advancement to training class levels is based upon units/hours earned after date of hire.

** Prior to 07/01/14; Former associated classifications were: Paraeducator - Special Education, Inclusive Education / Severely Disabled / Paraeducator - Special Education, Independent Living Skills / Paraeducator - Special Education, Severely Disabled

~ For newly hired employees, initial salary placement is based on prior years of related/parallel, full time, evaluated work experience within the last 7 years. This work experience must be verifiable. Initial salary placement may be contested only during the employee's probationary period.

Handwritten signatures and initials:
 JS TC DR [unclear] SK
 KH RR

ELK GROVE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)
Salary Schedule #23
2022/23

SUBSTITUTE EMPLOYEES:

- All EGUSD retirees, when substituting in the classification from which they left the District, shall be paid at the step they were on when they retired. They will be paid at step 1 while substituting in other classifications.
- The pay period is from the 16th of the month to the 15th of the following month. Payroll will mail your check to your mailing address on or before the 10th or 17th of the following month.

Effective 07/01/22: No changes from the 2021/22 salary schedule; changed fiscal year dates.
Board Approved: July 19, 2022

Handwritten signatures and initials:
JSK
TC
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KAT
RBP

**Joint Health Care Coalition (JHCC)
Agreement
Between
American Federation of State, County, and Municipal Employees (AFSCME),
Amalgamated Transit Union (ATU),
California School Employees Association (CSEA),
Elk Grove Education Association (EGEA)
Psychologists/Social Workers Association (PSWA)
National Union of Health Care Workers (NUHW)
and
Elk Grove Unified School District (District)**

All Elk Grove Unified School District (EGUSD) Bargaining Units, including (1.) American Federation of State, County, and Municipal Employees (AFSCME), (2.) Amalgamated Transit Union (ATU), (3.) California School Employees Association (CSEA), (4.) Elk Grove Education Association (EGEA), (5.) Psychologists/Social Workers Association (PSWA), and the (6.) National Union of Health Care Workers (NUHW), collectively referred to as "All Bargaining Units", and the Elk Grove Unified School District (EGUSD or the District), and together all parties are referred to as "the Parties" agree to the following terms and conditions regarding medical benefit premium contributions:

1. The Parties agree that District and all Bargaining Units listed above have participated in the evaluation of Health and Welfare Insurance Plan Providers as participants of the Joint Health Care Coalition (JHCC).
2. The Parties agree that the JHCC has analyzed price, plan design, carriers, utilization, wellness development, and/or any other factor which may have an impact on the health coverage and cost for the District and its employees.
3. The JHCC has determined that there are advantages for District employees to be offered more than two (2) medical benefit insurance plan options including a third low cost and comparable plan.
4. The Parties agree that effective beginning with the 2023 health and welfare benefit plan year to change the current negotiated agreement between the District and All Bargaining Units from an 80%/20% premium share calculation based upon the "low cost plan" offered by the District, to an 80%/20% premium share calculation based upon "an average of all medical benefit insurance plans" offered by the District.

[SR751214] |

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5. The Parties also agree that effective beginning with the 2023 health and welfare benefit plan year that Western Health Advantage, Kaiser Permanente and Sutter Health Plus will be offered to District employees based on the most recent and current proposals submitted by these providers to the JHCC. The Parties acknowledge and agree that the JHCC may recommend, and the District Board of Education may approve changes to medical insurance plan providers, plan options, and the number of medical insurance plan providers offered by the District in the future.

6. Current Maximum Contribution, Low Cost Plan Formula (2022).

The Parties agree that the maximum District contribution toward medical benefit premium costs is currently tied to the "low cost plan". This maximum contribution formula was previously agreed upon by all Bargaining Units and the District and is currently in place during the 2022 medical benefit plan year. The following describes the current 2022 benefit plan year formula based upon the low cost plan:

a. The District's maximum contribution toward medical benefit premium costs is 80% of the premium cost for the low cost medical plan offered by the District. Each Bargaining Unit Member's contribution toward medical benefit premium costs is 20% of the premium cost for the low cost plan medical plan offered by the District. Unit members shall be responsible for the buy up costs related to selecting a medical plan other than the low cost plan.

b. Wellness Rebate Compensation Each unit member who submits to the District an approved Wellness Rebate Form, which verifies that the unit member has satisfied all the Wellness requirements, each year shall receive a Wellness Rebate equal to five percent (5%) of the total premium cost of the low cost plan based upon the subscriber level selected for the year. The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the total premium cost of the low cost medical plan provided by the District. The Wellness Rebate Form and associated requirements can be completed and submitted as soon as November 1st each calendar year, but no later than the following October in order to receive the rebate for that calendar year (the actual day in November and October may vary slightly year to year and the District may change these deadlines as deemed necessary).

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7. New Maximum Contribution, Average of All Plans Offered Formula.

Effective upon (1.) execution of this Agreement by all Bargaining Units and the District and (2.) beginning with the 2023 medical benefit plan year, the Parties agree that the new maximum District contribution toward medical benefit premium costs will be calculated based upon an average of the premium costs for all medical plans instead of based upon the low cost plan.

Effective beginning with the 2023 medical benefit plan year, the Parties agree to the following new maximum contribution levels toward medical benefit premium costs:

- a. The District's maximum contribution toward medical benefit premium costs is 80% of the average cost of the premium costs for all medical plans offered by the District. Each Bargaining Unit member's contribution toward medical benefit premium costs is the difference between the District's contribution of 80% of the average premium cost of the medical plans offered (based on the number of dependents covered and selected by the unit member) and the actual cost of the medical plan premium selected by the unit member.
- b. **Wellness Rebate Compensation** Each unit member who submits to the District an approved Wellness Rebate Form, which verifies that the unit member has satisfied all of the Wellness requirements, each year shall receive a Wellness Rebate equal to five percent (5%) of the average of the premium costs for all medical plans offered by the District based upon the subscriber level selected for the year. The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the average of the premium cost for all medical plans offered by the District. Employees eligible for the Wellness Rebate will only be eligible to receive up to the amount of their contribution of the premium cost paid or the 5% Wellness Rebate amount, whichever is less.
- c. If the District's maximum contribution toward medical benefit premium costs, which is calculated based upon 80% of the average of the premium costs for all medical plans offered by the District, is equal to or exceeds the cost of the premium for the medical benefit plan selected by the employee and which the employee is eligible for, then the District will only be obligated to pay the cost of the premium and the employee will

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not be entitled to additional compensation and will not be entitled to the Wellness Rebate.

For illustration purposes only. The following is based upon an 80% "average of plans" calculation. The numbers used for this illustration do not correlate to actual 2023 premium costs in any way:

If for the 2023 medical plan year and for illustration purposes only, the following premiums applied:

Kaiser Premium Cost is \$2,000, the Sutter Premium Cost is \$1,750, and the Western Health Advantage Premium Cost is \$1,500, then the average premium cost is \$1,750 ($\$2,000 + \$1,750 + \$1,500 = \$5,250$ and $\$5,250 \div 3 = \$1,750$).

The District's maximum contribution toward medical benefit premium costs is 80% of \$1,750, so the District would pay \$1,400 toward the premium costs. The employee's maximum contribution toward medical benefit premium costs is the difference of the total premium cost of the plan selected by the employee and the District's contribution, so the employee in this illustration would pay \$600, \$350 or \$100 toward the Kaiser, Sutter or WHA premium costs, respectively.

To further this illustration, under the current 80/20 low cost plan formula the employee would pay \$800, \$550 or \$300 toward the Kaiser, Sutter or WHA premium costs, respectively. The current 80/20 low cost plan formula would result in the District contributing \$1,200 toward the medical premium (80% of the low cost plan of \$1,500).

Under the above scenarios, the "average of plans" calculation results in the District contributing \$1,400 toward employee premium costs as compared to the "low cost" calculations which results in the District contributing \$1,200 toward employee premium costs.

8. Consistent with this Agreement, the Parties agree to incorporate in their Union's/Association's collective bargaining agreement with the District, the change to the maximum contribution calculations based upon an average of all medical benefits plans' premium costs.
9. Other than the change from the "low cost plan" calculation to the "average of all plans" calculation, the Parties agree that this Agreement makes no other changes to existing previously negotiated employee and District health and welfare benefit medical benefit contributions amounts and terms. The Parties agree that previously negotiated employee and District

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contributions toward health and welfare benefits that are not calculated based upon medical benefit premiums amounts shall continue without any change.

10. The Parties agree that, upon agreement and execution of this Agreement by all Bargaining Units and the District, this Tentative Agreement shall take effect.
11. Resolution of Disputes. If there are any issues regarding implementation of this Agreement, the Parties agree to meet and negotiate regarding a resolution to such issues.
12. Non-Precedential. The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purposes.

Diane Campbell Date: 9/12/22
AFSCME

Refy Date: 9-15-22
ATU

Rita Puel Date: September 14, 2022
CSEA

[Signature] Date: 9/8/22
EGEA

Cynthia Date: 9/12/22
PSWA

Nachel Allen Date: 9/15/22
NUHW

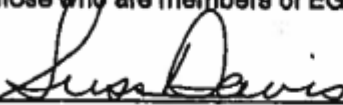
[Signature] Date: 9/2/22
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WDL

Acknowledgement

EGTEAMS hereby confirms that this Agreement to change the maximum contribution calculations for medical benefit premium costs paid by the District and paid by employees, has been reviewed with EGTEAMS. The following acknowledges that EGTEAMS has representatives on the JHCC, has met and conferred with the District regarding the changes to the maximum contribution calculations for medical benefit premium costs, and EGTEAMS acknowledges that effective for the 2023 medical benefit plan year, the District will implement the changes included in the above Agreement for all District employees including those who are members of EGTEAMS.


EGTEAMS


EGTEAMS

Date: 9/12/22

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