A CONTRACT AGREEMENT

BETWEEN

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT ("District")

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its American River Chapter #528
(together "CSEA")
(Comprehensive Unit)

Covering the Period of
July 1, 2023 - June 30, 2026

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ARTICLE 1 - TERM OF AGREEMENT

1.1. This Agreement is made and entered into by and between the Folsom-Cordova Unified School District ("District") and the California School Employees Association and its American River Chapter #528 (together "CSEA") The term "the Parties" means the District and CSEA.

1.1.1. Nothing in this agreement shall be construed as limiting any right the parties otherwise retain.

1.1.2. This agreement shall remain in full force and effect **from July 1, 2023** up to and including June 30, 2026.

1.1.3. For the 2024-2025 school year, the parties agree that Article X (Compensation) **is closed except for Classification and Compensation Studies for the Admin and Clerical series and the Instructional Assistants series; and Health Benefits (Article 10.10)**. Each party may choose two (2) additional articles to reopen.

1.1.4. For the 2025-2026 school year, the parties agree to reopen negotiations on Article X (Compensation). In addition, each party may choose two (2) additional articles to reopen.

1.1.5. All **initial proposals for** negotiations shall be subject to the public notice provisions of Government Code Section 3547.

ARTICLE 2 - RECOGNITION

2.1. The District confirms its recognition of CSEA as the exclusive representative for that unit of employees as described in Appendices A, A-2, A-3.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1. Grievance Definitions - The following definitions control the meaning of the terms as used in this Article:

3.1.1. "Grievance" means a complaint of one or more employees that they have been adversely affected by a violation, misapplication, or misinterpretation of the Agreement.

3.1.2. "Grievant" means the employee(s) of the District covered by the terms of this Agreement.

3.1.3. "Party" means the grievant(s) and the Folsom Cordova Unified School District.

3.1.4. "Day" is any day in which the Folsom Cordova Unified School District is open for business.

3.1.5. "Immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated to administer grievances.

3.2. CSEA Grievance

3.2.1. Notwithstanding any other provision of this Agreement, CSEA may grieve any alleged violation, misapplication, or misinterpretation of this Agreement.

3.3. Time Limits

3.3.1. Each party involved in a grievance shall act so that the grievance may be resolved promptly and at the lowest possible level. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

3.4. Representation

3.4.1. An employee or his/her representative, or both, may represent a grievance while on duty in accordance with Article 4 Section 4.3.2. The grievant may be represented by CSEA or any

eligible representative of his/her own choosing, other than another employee organization, at any step of this procedure.

3.5. Informal Level

3.5.1. Before filing a formal written grievance, the grievant shall attempt to seek a resolution by an informal conference with his/her immediate supervisor. This informal conference shall be held within ten (10) days after the grievant had knowledge or reasonably should have had knowledge of the occurrence, act, or omission giving rise to the grievance.

3.6. Formal Level - The following steps and procedures are established should the grievant wish to appeal a grievance decision.

3.6.1. Step One: Immediate Supervisor

3.6.1.1. Within fifteen (15) days after the informal conference, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor.

3.6.1.2. The grievance form will be signed by the grievant, the date and time of presentation affixed thereto, and signed as received by the immediate supervisor.

3.6.1.3. The immediate supervisor shall communicate his/her decision to the employee in writing within fifteen (15) days after receiving the formal grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

3.6.1.4. Within the above time limits either party may request a personal conference.

3.6.2. Step Two: Office of Superintendent

3.6.2.1. In the event the grievant is not satisfied with the formal written decision of the immediate supervisor in Step One, he/she may (within ten {10} days of the formal written decision rendered in Step One) appeal the decision on the appropriate form to the Superintendent or designee. (Forms to be made available at school and departmental locations). This statement should include a copy of the original grievance, the decision rendered by the immediate supervisor, and a clear, concise statement of the reasons for the appeal.

3.6.2.2. The Superintendent or designee shall communicate his/her decision within fifteen (15) days after receiving the appeal. The grievant may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next step.

3.6.3. Step Three: Advisory Arbitration

3.6.3.1. If the grievant and/or CSEA is not satisfied with the decision of the Superintendent or designee at Step Two, the grievant and/or CSEA may within ten (10) days submit a request in writing to the Superintendent for advisory arbitration of the dispute.

3.6.3.2. The grievant and/or CSEA and the District shall attempt to agree upon an advisory arbitrator.

3.6.3.3. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools.

3.6.3.4. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the advisory arbitrator. The order of the striking shall be determined by lot.

3.6.3.5. The fees and expenses of the advisory arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

3.6.3.6. The advisory arbitrator, as soon as possible, hears evidence and renders a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission agreement, the advisory arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

3.6.3.7. The advisory 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.

3.6.3.8. After a hearing and after both parties have had an opportunity to make written arguments, the advisory arbitrator shall submit, in writing, to all parties the findings and recommendations for possible implementation by the Superintendent or designee, within fifteen (15) days.

3.6.4. Step Four: Governing Board

3.6.4.1. If either of the parties is not satisfied with the recommendations of the advisory arbitrator, a written appeal may be made to the Governing Board within fifteen (15) days following receipt of the advisory arbitrator's report. A copy of the appeal shall be submitted to the Superintendent and the parties to the grievance, (i.e., grievant, immediate supervisor).

3.6.4.2. The Governing Board has the power to render a final and binding determination of a grievance. The recommendation of the arbitrator shall only be advisory; and if, upon review, the Governing Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence.

3.6.4.3. When the Governing Board has reached a decision, the Superintendent or designee will be directed to inform the parties and implement the decision.

3.7. General Provisions

3.7.1. Actions to challenge or change the policies of the District or any specific contract provision must be undertaken under separate legal processes.

3.7.2. Other matters, for which a specific method of review is provided by law, by the policies of the Board of Education, or by the administrative regulations and procedures of this school District, are not within the scope of this procedure.

ARTICLE 4 - ASSOCIATION RIGHTS

4.1. Use of Facilities

4.1.1 Subject to current regulation 4119.25, CSEA shall have the right of access to areas in which employees work; to use institutional bulletin boards, mailboxes, the District email system, and other means of communication; and to use institutional facilities for the purpose of CSEA meetings, processing of grievances, and matters related thereto.

4.2. Employee Information/Seniority List

4.2.1. Upon request, but no more than quarterly, the names, addresses, duty location, and phone numbers of classified bargaining unit members shall be provided to CSEA during the school year to keep current the bargaining unit’s emergency notification roster. As new unit employees are hired, those names and addresses will be forwarded to CSEA throughout the year.

4.3. Release Time

4.3.1. State Conference – CSEA shall be provided release time for authorized delegates to attend the annual state conference. CSEA shall reimburse the District for the cost of substitutes secured to replace employees attending the conference for costs incurred in excess of $1,000.00.

4.3.2. Grievance Processing

4.3.2.1. CSEA reserves the right to designate representatives authorized to act on behalf of CSEA in grievance procedures. CSEA shall notify the Associate Superintendent, Human Resources, in writing, of these representatives and include:

- The period for which the appointment is made;
- The current work site and telephone numbers of the designee. CSEA shall also provide written notice of any change to this information.

4.3.2.2. CSEA shall be entitled to release time exclusively for the purpose of processing grievances. Release time shall be limited to time available under Article 12, Section 12.17.

4.3.2.3. The CSEA representative shall request, in writing, to the Associate Superintendent, Human Resources or his/her designee, the amount of release time requested and state the contract article being grieved. The Associate Superintendent, Human Resources, shall notify the employee's immediate supervisor of the amount of release time authorized. Prior written authorization shall be provided to the employee before release time is taken. The employee shall identify the use of release time on his/her absence sheet or in the absence management system.

4.3.2.4. Prior to entering another work location, the CSEA representative shall contact the site supervisor to discuss appropriate times for entering the location as well as the purpose and expected duration of that visit. Upon entering another work location, the CSEA representative shall identify himself/herself if possible, to the supervisor in charge of that location and state the purpose and expected duration of that visit. The CSEA representative may be denied permission by the District to talk to the employee on his/her duty time if it will unduly interfere with the employee's work.

4.3.2.5. The CSEA representative is permitted to discuss the particulars of the grievance with employees immediately concerned and if appropriate, to attempt a resolution to the grievance. Such employees immediately concerned may choose not to discuss the particulars of the grievance with the CSEA representative. This shall not preclude any employee from being called to testify under Article 3 of this agreement.

4.4. CSEA will form and maintain a Policy Advisory Committee (PAC). Through this committee, employees and/or CSEA representatives are encouraged to make suggestions to the Superintendent or designee(s) regarding the need for new policies and regulations and handbook provisions. CSEA will be notified in writing of any proposed changes in District policies and regulations that fall within the 4200 series or proposed changes in matters that fall within the mandatory scope of bargaining. Such notice shall be provided at least five (5) days prior to District action on the proposed change, except in a case of emergency. The Superintendent or designee(s) will meet with employees and/or CSEA representatives, upon request, at mutually agreed upon times, to discuss employee concerns and suggestions.

ARTICLE 5 – DISTRICT RIGHTS

5.1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law.

5.2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

ARTICLE 6 – AGENCY FEE/EMPLOYEE RIGHTS

6.1. The District and CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities. CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for unit members.

6.2. Any unit member who is a member of the CSEA Chapter 528, or who has applied for membership, may sign and deliver to CSEA assignment authorizing deduction of membership dues, initiation fees, and general assessments in CSEA. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Service fees required by CSEA shall be deducted from any employee who does not make appropriate authorization for the deduction of membership dues. There shall be no charge to CSEA for agency fee deductions.

6.3. New employees shall receive a packet of information from CSEA, which includes membership related materials, but is not limited to a membership application, at the time of their initial employment.

6.4. Service fees and membership dues will be deducted within 30 calendar days of the date of initial employment with the District.

6.5. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support CSEA Chapter 528 as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such lawful representation fee to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code.

6.5.1. Such payment shall be made on or before October 31st of each school year or in 10 monthly payments between September and June of each year.

6.5.2. Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to CSEA and District as a condition of continued exemption from the provisions of Article 6.5 above. Proof of payment shall include the amount paid, date of payment, and to whom payment was made. Such proof shall be presented to CSEA and the District on or before June 30th of each school year. In the absence of such proof being provided, the employee shall within 30 days of June 30th submit the prior year's lawful representation fee to CSEA.

6.6. Only the District's payroll procedure with respect to the implementation of this Article may be subject to a grievance filed by the unit member and/or by CSEA.

6.7. With respect to all sums deducted by the District pursuant to Article 6 Section 6.2 above, whether for membership dues, agency fee, or lawful representation fee, the District agrees promptly to remit such moneys to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association.

6.8. CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

6.9. CSEA and the District hereby agree as follows:

6.9.1. CSEA agrees to hold the District harmless and to pay to the District all reasonable legal costs incurred in defending against any suit, court action, and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and to pay any judgment or settlement liability arising out of such challenge.

6.9.2. CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 6.9.1 shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 7 – PAYROLL DEDUCTIONS

7.1. The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular monthly CSEA membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:

7.1.1. Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee and CSEA.

7.1.2. New employees failing to complete their membership dues authorization within 30 days of initial employment will have an amount equal to CSEA membership dues (CSEA service fee) deducted from their monthly pay warrants. CSEA will provide to the District an accurate amount to be deducted. This amount will be the computed CSEA membership dues. Such deductions will not require payroll deduction authorization (Ed. Code 45168.)

7.1.3. The employer further agrees to furnish as supplied by CSEA, a CSEA membership information packet to each unit member employed subsequent to the ratification of this agreement.

ARTICLE 8 – LAYOFF AND RE-EMPLOYMENT

8.1. Layoff

8.1.1. A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or probationary classified employee due to lack of funds and/or lack of work.

8.2. Order of Layoff

8.2.1. Seniority shall be determined solely by length of service. Length of service shall be calculated by date of hire within the classification. Employees who voluntarily terminate their employment with the District shall establish a new date of hire when re-employed with the District.

8.2.2. Classified employees shall be laid off in inverse order of seniority in the job classification in which the layoff occurs. Employees who have been employed the shortest time in the classification, plus higher classifications, shall be laid off first. In determining seniority, time spent on unpaid leave or time worked as substitute or extra help shall not be counted.

8.2.3. If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made by lot.

8.3. Notice of Layoff

8.3.1. When a layoff of classified employees is anticipated by the administration and at least forty-eight (48) hours before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing of the proposed action. The District will provide CSEA with an updated seniority roster for the classification in which the layoff is anticipated no less than fifteen (15) calendar days before the date notices are sent to employees. A list of positions and/or hours recommended for reduction or elimination, and for information only, any non-confidential documents supporting the need for layoff will be furnished to CSEA at the time such information is given to the Governing Board.

8.3.2. Upon written request, the District shall meet with CSEA to negotiate the effects of the proposed layoff.

8.3.3. Any employee may challenge, within ten (10) days of notice, his/her place on the seniority roster by making objections to the Associate Superintendent, Human Resources, or designee who shall review the objections and conduct an audit, if requested, and make the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s) involving such employee(s).

8.3.4. After a Board action has been taken on a layoff, a written notice of layoff shall be given to affected employees no less than sixty (60) calendar days prior to the effective date of layoff. A termination interview with the Associate Superintendent, Human Resources, or designee may be scheduled during normal working hours, if requested by the employee. A copy of the notice shall be concurrently sent by email to the President of CSEA local chapter or designee with a list of the employees to whom sent. Such notice shall indicate the layoff effective date and inform the employee of his/her displacement right, if any, and re-employment rights.

8.4. Improper Layoff

8.4.1. If, during the term of this Agreement, it is determined that an employee has been improperly laid off and would have been otherwise entitled to employment, said employee shall be re-employed as soon as possible after the error is determined to exist and shall be reimbursed by the District for any loss of salary. Additionally, seniority step placement, vacation, and sick leave hours shall be reinstated as if there were no interruption in service.

8.5. Displacement (Bumping) Rights

8.5.1. An employee who is laid off from the classification and who has previous service in an equal or lower classification shall have the right to bump the least senior employee in that classification with less seniority than the employee being laid off. Where the employee is eligible to bump into more than one (1) classification, the employee shall bump into the equal classification. If there are two (2) classifications which the employee is eligible to bump into, he/she shall, within three (3) days of notice, make a choice of the eligible classifications to bump into.

8.5.2. Seniority, for the purpose of determining bumping rights, shall include the total of the previous service in the equal or lower class being bumped into, plus service in the class from which layoff occurs and higher classes.

8.5.3. Once the least senior employee has been laid off, if the position that becomes vacant is fewer months than the position held by the employee whose position was eliminated, all remaining employees in the classification of layoff will be placed on separate seniority lists based on the number of months worked. The least senior person on the higher number of months list will bump into the vacant position. (This procedure will be repeated if there are more than two lists for number of months worked.)

8.5.4. A permanent or probationary employee who has been removed from his/her classification for lack of work or lack of funds and after exercising his/her bumping rights may accept a

voluntary demotion to a vacant position in a lower class or placement in an equal class, provided that the employee is qualified to perform the duties thereof and provided further that the District approves such re-assignment. Such employee shall maintain his/her reemployment rights as defined in this Article.

8.5.4.1. No regular employee shall be laid off from a position while an employee, not in the classified service, is serving in a position in the same classification for a scheduled leave with at least one (1) more month duration as of the effective date of layoff, unless the regular employee declines such assignment.

8.6. Re-employment Rights

8.6.1. Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39) month period from the effective date of layoff and shall be re-employed in the reverse order of layoff, as vacancies become available.

8.6.2. Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned time shall be, at the employees' option, returned to a position in their former classification or to a position with increased assigned time as vacancies become available and for a period of sixty-three (63) months from the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the reemployment list(s).

8.6.3. An employee who is laid off and is subsequently eligible for re-employment shall be notified by the District, of opening(s), for which he/she is eligible. The notice shall be by automated phone call to the last contact number of the employee on record with the District office.

8.6.4. In lieu of certified mail notice, the District may elect to give notice by telephone or in person. If the position is refused, the District will confirm such refusal by letter to the employee. CSEA shall be given written notice of all employees offered employment.

8.6.5. An employee who has received and declined two (2) offers of employment in the classification from which they were laid off with the same or more hours than those held at the time of layoff, shall be removed from the re-employment list.

8.6.6. Within seven (7) calendar days of mailing the notice or within five (5) calendar days of telephone or personal contact, the employee must accept the position or the right to it is deemed waived.

8.6.7. The District may simultaneously send out notice of vacancies to more than one (1) person on a reemployment list provided that a more junior person may be given the vacancy only when those with more seniority have declined or waived it.

8.6.8. Any acceptance by such employee of an assignment to a classification lower than the classification from which he/she was laid off or to the same classification, but with fewer hours, shall not affect his/her original sixty three (63) month rights to re-employment in his/her former classification and with the same number of hours. An employee given an offer of such re-employment does not need to accept re-employment to maintain his/her eligibility on the re-employment list provided the employee notifies the District of his/her refusal of re-employment within ten (10) calendar days from receipt of the re-employment offer. If the employee accepts re-employment, he/she must report to work within eleven (11) workdays following receipt of the re-employment offer unless a later reporting date is indicated on the re-employment offer or the District approves a later reporting date.

8.7. Seniority During Involuntary Unpaid Status

8.7.1. Employees who return to work from an involuntary unpaid status of less than thirty- nine (39) months, shall retain their original hire date for all hours previously earned for seniority credit. During this unpaid status, no vacation, sick leave, holidays, seniority hours, or other leave benefits will accrue.

8.8. Sick Leave Hours

8.8.1. Sick leave hours earned and unused at the time of layoff shall be restored upon reemployment.

8.9. Vacation and Compensatory Time

8.9.1. Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.

8.10. Fringe Benefits Continuance

8.10.1. With approval of the carrier(s), an employee who has been laid off shall continue to be covered with the benefits provided in Benefits Article in accordance with the Cobra Law provisions provided that the employee pays the full premiums in advance as prescribed by the District.

ARTICLE 9 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

9.1. Vacant Positions

9.1.1. Posting Requirements

9.1.1.1. It is the intent of the parties that vacancies be posted as soon as reasonably possible, but within fifteen (15) business days of: 1) the creation of a new position; 2) the determinations to fill an existing position; or 3) the determination to fill a summer school position with a duration of 15 or more working days. Vacancies shall be posted at all work locations of the District and shall remain posted at all locations for not less than five (5) business days prior to being filled. Internal and external postings shall run concurrently. This shall not restrict the District's ability to employ a substitute employee pending the filling of the vacancy, so long as the District actively pursues the employment of a regular employee.

9.1.1.2. The administrator at each District work site will provide a designated area for displaying postings which is prominent, visible, and easily accessed by employees (i.e. staff lounge) during their workday. Site administrators will designate a site employee who will ensure that all postings are placed on this area. Site administrators will ensure that all classified employees at the site are notified of the area where postings will be placed. Any isolated department that does not have access to the above posting area must request of the Personnel Department that they receive an individual posting for their department.

9.1.1.3. All vacancy postings required under section 9.1.1.1 above shall include the class title of the vacant position, the current daily, weekly, or annual hours of employment, and the salary range which is assigned to the position. Such posting does not preclude the District from altering hours or site based upon the changing needs of the District.

9.1.1.4. No later than May, the District will communicate to employees the manner in which Summer School and Summer Work (as defined in 9.1.5 and 9.1.6) will be available. Summer School and Summer Work job postings shall include the position title, hours, work dates, work location, and rate of pay. The Announcement(s)/Job Postings will be provided to unit members per 9.1.1.1.

9.1.1.4.1. Unit members who do not have access to technology, have difficulties using technology, or for whom English is their second language, will have access to a District site to receive assistance with applying for summer school and summer work assignments.

9.1.1.5. Employees who apply for a position but are not selected may request the Associate Superintendent, Human Resources, provide the reason(s) the candidate was not selected. When requested, the Associate Superintendent, Human Resources, shall provide information in writing that will assist the employee to be successful when applying for future positions.

9.1.2. Employee Application Requirement

9.1.2.1. An employee may apply for vacant positions by submitting a written application to the District Personnel Department within the posting period. An employee on a leave of absence during the posting period may submit his/her application personally or through his/her CSEA representative. Letters of recommendation from the employee's current supervisor shall not be an application requirement.

9.1.3. Employee Interview Process

9.1.3.1. The District shall give internal applicants serious consideration for employment in any vacant position for which he/she applies within the posting period. Should an internal applicant exhibit that he/she meets the minimum qualifications defined in the job description and/or the posting for the vacant position, he/she shall receive an interview. The District reserves the right to limit internal interviews to seven (7).

9.1.3.2. Internal candidates (9.1.3.1) shall be interviewed prior to external candidates. When an internal and external candidate are rated to be equally acceptable for the position the internal applicant shall be selected.

9.1.4. Lateral Transfer

9.1.4.1. When an employee serving in the class in which the vacancy exists applies within the posting period for transfer to the position, she/he shall be granted lateral transfer rights providing:

9.1.4.1.1. The employee has completed the probationary period in the class and been granted permanent status;

9.1.4.1.2. The employee's last evaluation is satisfactory and contains no marks indicating "Not Satisfactory" or "Requires Improvement";

9.1.4.1.3. The employee has not received a written letter of reprimand in the last twelve (12) calendar months.

9.1.4.2. If an employee received an evaluation with a "Not Satisfactory" or "Requires Improvement" indicated, she/he has the right, if requested, to a new evaluation within one (1) year.

9.1.4.3. Other than for determination of position scheduling compatibility, hours per day and months per year are not a consideration for eligibility.

9.1.4.3.1. When two or more employees have lateral transfer rights to a position as defined in 9.1.4.1, all employees with lateral transfer rights shall receive an interview. The District shall select one of the employees with lateral transfer rights for the position. Seniority shall be given consideration, second to ability and job knowledge. If more than seven (7) candidates with lateral transfer rights apply for the position, the administration may limit the candidate field to seven (7) based on a review of the applicants.

9.1.4.4. Employees who are involuntarily transferred shall be notified in writing of the reason for and the effective date of the transfer at least three (3) working days prior to the effective date of the transfer.

9.1.5. Summer School Assignments

9.1.5.1. Summer School Assignments shall be defined as classified work that supports the instructional program in session at times other than during the regular academic year.

9.1.5.2. Unit members shall be free to apply for and accept Summer School assignments in classifications outside their regular, contracted classification.

9.1.5.3. The District shall first offer Summer school assignments to unit members in the classification of the assignment who apply during the posting period.

9.1.5.4. If there are any vacant Sumer School assignments after completing the process in 9.1.5.3, the District shall next offer any vacant assignments to unit members in classifications other than the classification of the assignment who apply within the posting period and who are able to satisfactorily perform the essential functions of the job (as determined by the application review).

9.1.5.5. The District may elect not to offer a Summer School assignment to a unit member during the process in 9.1.5.3-4 if that unit member: 1) received a written letter of reprimand in the last twelve (12) calendar months; or 2) received an evaluation in the current school year with an overall performance rating of "Not Satisfactory" or "Requires Improvement".

9.1.6. Summer Work Assignments

9.1.6.1. Summer Work assignments shall be defined as classified work in extra hours or short-term assignments, typically of a deferred maintenance or special projects nature, which occur during the summer recess. Summer work hours will be rotated as equally as practicable among classified unit members.

9.1.6.2. Unit members shall be free to apply for and accept Summer Work assignments in classifications outside their regular, contracted classification.

9.1.6.3. The District shall first offer Summer Work assignments to unit members in the classification of the assignment who apply during the posting period.

9.1.6.4. If there are any vacant Sumer Work assignments after completing the process in 9.1.6.2, the District shall next offer any vacant assignments to unit members in classifications other than the classification of the assignment who apply within the posting period and who are able to satisfactorily perform the essential functions of the job (as determined by the application review).

9.1.6.5. The District may elect not to offer a Summer Work assignment to a unit member during the process in 9.1.6.2-3 if that unit member: 1) received a written letter of reprimand in the last twelve (12) calendar months; or 2) received an evaluation in the current school year with an overall performance rating of "Not Satisfactory" or "Requires Improvement".

9.1.6.6. Unit members working in Summer Work assignments will use a timesheet to report absences that will be collected by the Director of Maintenance or designee, reviewed, and submitted to personnel and payroll for processing.

9.2. Reassignment

9.2.1. Reassignment is defined as working out of class temporarily. Employees who are assigned to temporarily assume a higher job classification for a period of more than five days within a 15-day (15) calendar period, will have their salary adjusted upward for the actual period of such assignment. In order to receive adjustment, it is assumed that such change in assignment results in a significant change in duties.

9.2.2. This section does not imply that extra pay is due to an employee who assumes only incidental responsibilities of another employee or position when that employee is absent, or the position is vacant.

9.2.3. The employee's step increment will remain unchanged if the temporary position is within the employee's job family. If the temporary position is outside the employee's job family, the employee shall be paid at the higher range but at the lowest step that is at least five percent

(5%) higher than the employee's regular rate of pay. Upon returning to the former position, the pay shall revert to the lower range.

9.3. Employment

9.3.1. Permanency is achieved only if acceptable performance standards are met during the probationary period.

9.3.2. Probationary Status

9.3.2.1. The serving of a probationary period is a part of qualifying for permanency in 1) the classified service and 2) a class within that service. The term of probation in each case is six (6) working months. When an employee attains permanency in the service and has not yet attained permanency in a class because of a change of class during his/her first six (6) months, he/she shall be considered permanent in the lower class until such time as he/she attains permanency in a class by virtue of completion of six (6) working months of probationary service in that class.

9.3.2.2. Immediately following a probationary appointment, the supervisor shall discuss the standards of performance and behavior required of the employee and thoroughly explain what is expected of him/her. Performances and conduct shall be carefully reviewed and evaluated by the respective supervisors during probationary periods. At any time during the probationary period, the supervisor should discuss with the probationary employee any concerns that could potentially lead to termination of his/her employment in the District. The supervisor should meet personally with the employee (and provide written follow up), clearly identifying the specific concerns, providing suggestions for improvement, and plainly communicating that the concerns, if not addressed, could cause the termination of employment within the probationary period.

9.3.2.3. Probationary status may be terminated at any time within the six (6) working-months period by action of the Superintendent/designee, and without any right of appeal by the employee. Upon such termination, a new employee is released from District employment; a permanent employee in a new classification reverts to the permanent status of his/her former classification. An employee whose probationary status is terminated by the Superintendent/designee shall be notified in writing of the action.

9.3.3. Permanent Status

9.3.3.1. In the Classified Service

9.3.3.1.1. Permanency in the classified service is a status in which dismissal or disciplinary actions are subject to right of appeal by the employee, and in which he/she has seniority retention rights in case of layoffs for lack of work or funds.

9.3.3.1.2. New employees shall attain permanency in the classified service upon competent, satisfactory completion of six (6) working months of regular service. Credit for temporary service, may be counted as regular service for this purpose.

9.3.3.2. In a Class

9.3.3.2.1. Permanency in a class is a status in which an employee has the right of appeal in case of demotion.

9.3.3.2.2. An employee shall attain permanency in a class upon completion of six (6) working months of regular competent, satisfactory service in positions within that class. Temporary service in a position to which an employee subsequently received a regular appointment will be counted provided there

has been no break in service. If promotion occurs within that year, the time served in the new classification will be counted toward permanency in the initial classification.

9.3.3.3. Extra Help

9.3.3.3.1. It is recognized that unit employees and the District occasionally experience frustrations due to short term peak workloads, extra work due to training needs, seasonal workload requirements, and during emergency situations. To provide mutual relief for these frustrations, the District may, as funds are available, employ and provide extra help employees for periods up to 60 cumulative working days in a fiscal year. Extra help employees shall be classified as probationary employees exceeding sixty (60) cumulative working days in a fiscal year.

9.3.3.3.2. It is understood that the District will provide the first opportunity for substitute work, extra help, and long-term assignments to employees on the thirty none (39) month re-employment list, within their classification or previously held classifications.

9.3.3.3.3. Additionally, employees serving in positions designated for layoff may be temporarily reassigned to fill in for a more senior employee on a leave of absence. The reassigned employee will not receive a layoff notice until the conclusion of the temporary assignment.

9.4. Evaluation and Step Increases

9.4.1. New Employees

9.4.1.1. Each new probationary employee shall be evaluated at the beginning of his/her sixth (6th) month of regular employment. If the overall performance is deemed to meet or exceed standards, as indicated on the Classified Evaluation form, the supervisor shall recommend that the employee be granted permanent status. An overall performance that meets or exceeds standards contains no more than three marks indicating needs improvement and/or unsatisfactory.

9.4.1.2 New probationary employees shall receive step increases as follows:

9.4.1.2.1 If the employee was hired on or after July 1 through December 31 the employee will receive credit for a year of service effective July 1 of the calendar year following the date they were hired.

9.4.1.2.2 If the employee was hired on or after January 1 through the last day of February the employee will receive credit for a year of service effective July 1 of the calendar year in which they were hired.

9.4.1.2.3 If the employee was hired March 1 through June 30 the employee will receive credit for a year of service effective July 1 of the following calendar year.

9.4.2. Permanent Employees

9.4.2.1. A permanent employee serving a probationary period in a new classification following promotion or transfer shall be evaluated at the same intervals as a new employee.

9.4.2.2. If the permanent employee's performance in the probationary class is unsatisfactory, as indicated on the Classified Evaluation form, the employee shall revert to a permanent status in the class in which he/she holds permanency. The employee's former anniversary date and any step increase for which he/she would have been eligible if the employee had remained in the permanent class will be restored.

9.4.2.3. Commencing the second year of placement on step 5-10 (or above) of the Classified Salary Schedule, employees shall be evaluated at least once every other year. The

evaluation(s) shall be concluded on or before the employee's last calendared work date of the fiscal year.

9.4.3. Review of Evaluation

9.4.3.1. The formal evaluation of a permanent or probationary unit member made pursuant to this Article shall be reduced to writing and shall be made available to the employee. The evaluation shall be reviewed with the unit member by the evaluating supervisor during the unit member's work shift. If any part of the evaluation indicates a need for improvement, specific suggestions for improvement shall be made by the evaluating supervisor. The unit member shall sign the copy of the evaluation. Such signature shall not necessarily mean concurrence with the evaluation but will only indicate that the unit member has received the report and is aware of the content.

9.4.3.2. The bargaining unit member shall have the right to respond to the evaluation in writing within ten (10) workdays. Such response shall be attached to the evaluation.

9.5. Monitoring Devices

9.5.1. The primary purpose of Monitoring Devices (e.g., cameras, GPS) is to ensure student safety, deter misconduct of students and promote the District's safety/security policies and procedures.

9.5.2. The parties understand and acknowledge that the District will only review data from Monitoring Devices for the purpose of employee discipline in response to documented (by the District) complaints or allegations of misconduct based upon specific articulable facts.

9.5.3. Review of data will be limited to three (3) business days before and after the date (or date range) of the alleged misconduct. If misconduct is substantiated, the District may extend its review of data by an additional six (6) months. The District may utilize the data discovered for employee disciplinary purposes. Absent serious misconduct, data review will not exceed the parameters set forth above. Further, discipline shall be limited in accordance with California Education Code Section 45113 and the principles of just cause.

9.6. Employee Service Reinstatement

9.6.1. For an employee who has voluntarily resigned from the District, "in good standing," and upon the recommendation of the Superintendent or the Associate Superintendent of Human Resources (or designee), is rehired by the District within one (1) calendar year from the effective date of the employee's resignation, the following shall apply:

9.6.1.1. The rehired individual shall serve a probationary period of six (6) working months.

9.6.1.2. Prior employment shall be counted in determining salary schedule placement, sick leave and annual leave/vacation accruals and usage. The anniversary date of the rehired employee will be adjusted to reflect the period of absence from District employment.

9.6.1.3. Per Article 8.2.1, the rehired individual shall establish a new date of hire for purposes of seniority.

ARTICLE 10 – COMPENSATION

10.1. Salary

10.2. Reclassification/Compensation Survey

10.2.1. The District and CSEA shall maintain an Employee Reclassification Committee, charged with surveying salaries within a classification (salary study) and identifying employees who work outside their respective job classification (reclassification study).

10.2.2. The results of these studies will be negotiated as part of the compensation re- openers.

10.3. Stand-By Alert

10.3.1. Employees in the unit who are assigned Stand-By Alert shall be paid a flat weekly amount of $140 in addition to their hourly pay, for every week they are assigned to this duty. This will be paid from a variable time slip and can be split and prorated between 2 or more employees. Employees shall be paid double this rate, as outlined in Section 10.9, for any twenty-four (24) hour period of duty on an authorized paid holiday. An employee on stand-by alert is one who is required to be available by phone/pager and respond when called.

10.4. Shift Differential

10.4.1. All classified employees who begin their normal workday between 2:00 p.m. and 4:30 a.m. will be provided a 5% shift differential.

10.4.2. Employees who are regularly assigned shifts eligible for this shift differential shall not receive a reduction in salary when they are on occasion called in to start work prior to 2:00 p.m. Employees whose shifts normally are rescheduled during the summer months to begin prior to 2:00 p.m. will go off the shift differential rate while so assigned.

10.5. Instructional Assistant Stipend

10.5.1. A new Para-Educator Moderate Severe job description, effective July 1, 2014, was agreed to by both parties on 4/9/14. This job description applies to both elementary and secondary assignments.

10.5.2. Essential functions of the job specifically include diapering/toileting and related hygiene needs.

10.5.3. An Employee hired prior to ratification of this agreement (4/24/14) must consent to an assignment which requires that s/he assist a secondary student with diapering/toileting and related hygiene needs. Where consent is given and service rendered in such an assignment, the employee will receive a five percent (5%) stipend as part of his/her contract.

10.5.4. An Employee hired prior to July 1, 2008, whose assignment requires that s/he assist one or more preschool or elementary students assigned to the Moderate/Severe program with diapering/toileting and related hygiene needs, will receive a two percent (2%) stipend as part of his/her contract.

10.5.5. When the teacher of record is absent from his/her class for more than two (2) hours, and a substitute is not present, Instructional Assistants regularly assigned to that classroom who hold a valid Emergency 30-day Substitute Teaching Permit or a California Teaching Credential, shall be offered an hourly stipend equal to the prevailing minimum wage in order to teach the class for the period of absence. This section applies to an irregular period of absence not to exceed three (3) consecutive days and is not to be utilized for long-term substitute assignments.

10.6. Annualized Salaries

10.6.1. Less than twelve (12) month employees will be given the option of voluntarily receiving their annual pay over a 12-month period rather than as earned. PERS will be reported as earned.

10.7. Employee Assistance Program

10.7.1. The District will maintain Detoxification and Rehabilitation coverage to existing health insurance program options for employees only. This additional benefit shall become effective after enrollment procedures are completed with the health insurance firms.

10.7.2. An Employee Assistance Program shall be implemented and be available to all regular employees working at least 20 hours per week.

10.8. Professional Growth

10.8.1. The professional growth award program shall be conducted in accordance with District Policy and Administrative Regulations 4231. All classified employees within the District shall be eligible to participate.

10.8.2. Effective July 1, 2001, Student Care Center Supervisors and Preschool Teachers who are not on Column V of their respective salary schedule will not be eligible to participate in the provisions of Section 10.8.1 above.

10.9. Holidays

10.9.1. The District agrees to provide unit members with the following paid holidays. Unit members required to work on the actual holidays listed below will be paid, in addition to the regular pay received for the holiday, a double time rate for work completed. Those holidays without a state or federal mandated observance date shall be observed on a date as determined by the Board and are noted as "flexible".

10.9.1.1. January 1 - New Year's Day

10.9.1.2. Martin Luther King Day

10.9.1.3. Presidents' Day (3rd Monday in February formerly referred to as Washington's Birthday)

10.9.1.4. Lincoln's Birthday (Flexible)

10.9.1.5. Memorial Day - Last Monday in May

10.9.1.6. June 19 - Juneteenth

10.9.1.7. July 4th

10.9.1.8. Labor Day

10.9.1.9. Admission Day - (Flexible) - For consistency with Board policy, this holiday will be observed the Wednesday prior to Thanksgiving.

10.9.1.10. Veterans' Day - November 11

10.9.1.11. Thanksgiving Day, the day after Thanksgiving

10.9.1.12. December 24, Christmas Eve, and December 25 - Christmas Day

10.9.1.13. All twelve-(12) month employees will be granted one (1) non workday between Christmas and New Year's Day. For year-round education employees, the non-workday may be substituted for a day during spring break. All regular employees working less than a twelve (12) month service contract will be granted one (1) non-workday. The non-workday will be taken on a designated non-student day with approval of the site administrator/supervisor. For the 2000-01 school year and continuing until staff development days are returned to the school calendar, all 9-1/2 month employees will take the equivalent of their workday off early after the students leave on super minimum days. Each employee will figure his/her own time and notify the principal or supervisor.

10.10. Employee Fringe Benefits

10.10.1. Effective July 1, 2022, the Single medical cap will be $9,000 annually. The Family annual medical cap will be $14,800 annually. Premium amounts in excess of the limit will be collected from enrolled employees via payroll deductions submitted by the District to the insurance companies.

10.10.2. Insurance Benefits: To be eligible for benefits, a unit member must work at least fifty percent (50%). Benefits will be prorated for a less than full time employee. An employee who was part-time on March 9, 1999 (the date of the original agreement), however, shall continue to receive a contribution for benefits on the same basis as a full-time employee, provided he/she remains a part-time employee and remains at least 50%. Any full-time employee who voluntarily reduces

to less than full-time status shall have benefits appropriately pro-rated. For each eligible full time unit member, the District will contribute the premium amount for the:

10.10.2.1. PPO Dental Single plan for each member.

10.10.2.2. District approved Family Vision plan for each unit member.

10.10.3. Each benefit eligible unit member shall receive, regardless of FTE, and at no cost to the unit member:

10.10.3.1. Life Insurance coverage ($25,000 plus $5,000 per dependent)

10.10.3.2. Disability Insurance

10.10.3.3. Employee Assistance Program

10.10.4. Bargaining unit members may voluntarily participate in the IRS Section 125 plan.

10.10.5. During the term of this contract, the District may, with input and concurrence of the District Benefits Advisory Committee, obtain insurance bids and change companies, so long as the overall benefit levels are substantially the same or better than those provided in the current health and dental insurance plans.

10.10.5.1. Implementation of new programs and/or new insurers would not be immediate but would be implemented as soon as possible within existing job demands and dollar limitations.

10.10.6. In Lieu of Insurance

10.10.6.1. Effective July 1, 2007, the employee payment in lieu of medical insurance coverage shall be capped at the 2006/2007 rate. The District shall make a monthly payment equal to half of the lowest health insurance premium in effect on July 1, 2006, ($175.17) to those eligible unit employees electing not to enroll in any of the major health insurance plans offered by the District. The employee must provide proof of adequate health insurance coverage to be eligible for this option. Cash in lieu of insurance will not be available for unit members hired on or after September 1, 2022. Existing employees currently taking this benefit will be allowed to continue unless the employee elects to terminate their enrollment in cash in lieu of insurance or has a separation in service.

10.10.6.1.1. Limitations:

10.10.6.1.1.1. Eligible employees may contribute, in compliance with law, moneys in Tax Shelter Annuities, with any of the companies who have TSA contracts established with the District.

10.10.6.1.1.2. Some of the District's master contracts with health insurance companies prohibit enrollment of eligible employees of the employer as family members, dependents. Employees must have adequate health insurance coverage prior to electing the TSA plan.

10.10.6.1.1.3. Employees requesting TSA option must have all required forms and procedures completed with the District Accounting/Payroll Department.

10.10.7. Retiree Health Insurance Benefits

10.10.7.1. For the period of this contract, the District agrees to pay health insurance premiums for eligible unit retirees. These payments will be made for the shortest of the following periods:

10.10.7.1.1. Ten (10) years, or

10.10.7.1.2. Until the retiree reaches the age of eligibility to receive Medicare benefits.

10.10.7.2. Eligibility Requirements

10.10.7.2.1. Must be eligible for placement on Step 5-10 or above of the unit employee salary schedule.

10.10.7.2.2. Ten (10) years or more of continuous in-District service.

10.10.7.2.3. Currently assigned to a position requiring four (4) or more hours of daily and nine (9) or more months of yearly for the last three (3) consecutive years.

10.10.7.2.4. Eligible for PERS retirement.

10.10.7.2.5. Official Resignation: During the term of this agreement, an official letter of resignation or notice of disability retirement shall be submitted to the Associate Superintendent, Human Resources, or designee, no later than June 30th of the year in which the employee retires.

10.10.7.2.6. The retiree shall have actually been an employee of the District during the term of this Agreement.

10.10.7.2.7. The District's payment for these benefits shall be limited to the Single "CAP" insurance amount in effect at the time of his/her District-accepted retirement.

10.10.7.2.8. Eligible retirees will have a choice of any of the District's currently offered health insurance plans, subject to any restrictions imposed by the insurance provider or law.

10.10.7.2.9. Retirees under the age of 65 who reside outside of their health plan service area may receive an amount of money equal to cash in lieu of $2,102 annually. This money will be in lieu of participation in one of the District's currently offered health insurance plans. This is not available to employees hired on or after September 1, 2022.

10.10.7.2.10. The District will require annual verification of alternative coverage as a condition of continued eligibility.

10.10.7.2.11. This coverage is for the retiree only; however, dependent coverage can normally be purchased by submission of the required monthly premium to the District accounting office.

10.10.7.2.12. The retiree will have the opportunity to continue participation in his/her chosen program by means of paying his/her own premiums, subject to restrictions by the insurance provider or law.

10.10.7.2.13. Surviving spouses of District retirees may voluntarily continue participation in the program previously selected by the retiree. This participation will be paid for by the surviving spouse and subject to restrictions by the insurance provider or law.

10.11. Salary Placement on Promotion

10.11.1.1. Definitions

10.11.1.1.1. Job Family: The grouping on the Salary Schedule in which a classification is placed (i.e. Specialists, Administrative Series, Instructional Assistants, Transportation, etc.).

10.11.1.1.2. Promotion: A promotion is the appointment of an employee to a different classification with a higher assigned salary range.

10.11.1.2. An employee who is promoted to a higher classification in the same Job Family as their previous position shall be placed at the same step in the higher classification. If the employee's same step in the higher classification provides less than a five percent (5%) increase, the employee shall be placed at a higher step representing no less than a five percent (5%) increase.

10.11.1.2.1. The employee shall be placed within the salary schedule step in the new classification at a placement that aligns with the number of years from when they would receive their next step increase in their previous classification.

10.11.1.3. An employee who is promoted to a higher classification in a different Job Family than their previous position shall be placed at a step representing a higher rate of pay but in no event will he/she receive less than a five percent (5%) increase.

10.11.1.3.1. In the event an employee is promoted to a higher classification in a different Job Family and is placed above Step 4 in the higher classification in accordance with this Article, the employee will be placed within the salary schedule step at a placement that aligns with the number of years from when they would receive their next step increase in their previous classification. This calculation will be completed by the District and employees will have the opportunity to review.

For example, an employee is an Administrative Assistant I (Range 18, Administrative Series Job Family) at Step 21-25 is two years from advancing to Step 26-30. The employee receives a promotion to Help Desk Technician (Range 25, Specialists Job Family) and is placed at Step 11-15. The employee would be placed within Step 11-15 at 14, which would make the employee two years from advancing to the next step.

10.11.1.4. The District reserves the right to place the employee at a higher step than the minimum required, based on its determination of the employee's qualifications.

ARTICLE 11 - HOURS OF EMPLOYMENT

11.1. Unit employees' hours shall be established by the District in conformance with state law.

11.2. The District and CSEA will mutually explore optional work schedules for bargaining unit members. Any considered schedules will be in compliance with the Fair Labor Standards Act and will not create additional cost for the District.

11.3. Work Calendars

11.3.1. The District shall provide school site employees working less than twelve (12) months with a start and end date appropriate to their work assignment {i.e., ten (10) months}. Non-school site employees working less than twelve (12) months shall be provided a blank calendar for the employee to submit to his/her director/supervisor for approval and submission to the Human Resources Department.

11.4. Adjustment to Assigned Time

11.4.1. Any employee who is assigned to work a minimum 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 shall have his/her regular assigned time adjusted upward to reflect the longer hours. This will be effective as of the 21st day of the assignment.

11.5. Lunch Periods

11.5.1. Employees who work four (4) hours or more per day shall be entitled to a duty free and unpaid lunch period of no less than thirty (30) minutes. Such lunch period shall be assigned to take place near the mid-point of the workday. If the total work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of the employee and the District. District consent shall not be unreasonably withheld. At the employee's option, the employee may leave his/her job site during the uninterrupted lunch period.

11.6. Relief Periods

11.6.1. Each employee working eight (8) hours shall be allowed two (2) fifteen-minute relief periods daily. Each relief period shall be taken at approximately the mid- way point of his/her shift before and after the lunch break. Employees who work between three and one-half (3-1/2) and four (4) hours may be granted a fifteen- minute relief period daily as long as the relief period does not interfere with the delivery of District services. Employees who work more than four (4) and less than eight (8) hours shall be allowed one (1) fifteen-minute relief period daily. Relief periods are paid time, are forfeited if not used, and cannot be used to provide opportunity for early release.

11.7. Compensatory Time Off

11.7.1. An employee may elect to take compensatory time off in lieu of cash compensation for work beyond his/her regular assignment. When compensatory time off is chosen in lieu of cash compensation, the time off will be taken at a rate of one and one-half (1-1/2) times the extra hours worked. The time off will be taken within the school calendar year and without impairing services rendered to the District. If not taken by the end of the school year, the employee will be compensated for the time in cash. If there is mutual agreement between the employee and the supervisor, compensatory time may be carried over to the following year. A maximum of 240 hours may be accumulated.

11.7.2. An employee who works beyond his/her regularly assigned work week, but less than forty (40) hours per week, shall be compensated at the same hourly rate as his/her normal rate of pay for the additional time worked. An employee may elect to take compensatory time off in lieu of cash compensation for this additional work. When compensatory time off is chosen in lieu of cash compensation, the time off will be taken at a rate equal to the time worked. For example, one extra hour worked equals one-hour compensatory time.

11.8. Call-In Time

11.8.1. When necessary, a District administrator may call in an employee before or after hours on a regular workday, or on a day when the employee is not regularly scheduled to work. Employees who are called in to work shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement. This provision does not apply to Stand-by Alert Duty on-call assignments.

11.9. Overtime

11.9.1. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift and in excess of forty (40) hours in any calendar week, whether the time is prior to or after the regularly assigned work time. This does not apply to employees who are working a four/ten schedule unless they are asked to work more than 40 hours in a week. In addition, all hours worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate for all work on the sixth and seventh days. Employees shall be compensated at a double time rate for the time worked beyond eight (8) hours on the seventh consecutive day.

11.9.2. Overtime Distribution

11.9.2.1. The opportunity to work overtime shall be distributed and rotated as equally as practicable at each site among the employee classes appropriate to the nature of the work to be performed.

11.10. Multiple Positions

11.10.1. Part-time employees have the right to accept additional part-time positions which neither conflict with the hours of their current position, nor result in a total assignment in excess of eight (8) hours per day or forty hours per week.

ARTICLE 12 - LEAVES

12.1. Definition of Immediate Family

12.1.1. This definition shall be used for all leaves except catastrophic.

A member of the immediate family means:

- spouse or registered domestic partner;
- child, parent, sibling, aunt, uncle, grandparent, grandchild (whether biological, adopted, foster, step, in-law or legal ward);
- "designated person" as that term is defined by the California Family Rights Act (CFRA).

12.2. Sick Leave

12.2.1. Paid sick leave for personal illness, injury, or quarantine, will be granted to all employees on the basis of twelve (12) working days, or one (1) day per month, per year. Employees working less than eight (8) hours per day and/or less than twelve (12) months per year shall receive their pro rata share for sick leave.

12.2.1.1. Permanent employees shall be credited annually with one year's allowance of sick leave, which must be subsequently earned. In the event an employee leaves the District after having used more than the total amount earned at the rate established above, the unearned portion shall be deducted from his/her final warrant.

12.2.1.2. New employees of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.

12.2.1.3. Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district pursuant to the Education Code.

12.2.1.4. Medical Verification

12.2.1.4.1. After an absence due to illness or injury exceeding three (3) consecutive workdays, the District may require an employee to provide medical verification of his/her illness from his/her medical provider.

12.2.1.4.2. The District reserves the right to require future medical verification of illness after an absence of less than (3) consecutive workdays when there are specific articulable facts to support that sick leave has been abused by the employee. Use of sick leave for personal necessity in accordance with Section 12.3 shall not be considered an abuse of sick leave.

12.2.1.4.3. If the District requires future medical verification, the District shall notify the employee of the time period through which it requires such verification. This time period shall not exceed one calendar year.

12.2.1.4.4. The District shall reimburse the employee for the cost of the examination or copay required to obtain the medical verification (whichever is less) up to the standard charged by the local urgent care facility (e.g. Med 7, currently $159-$232).

12.2.1.5. An employee shall report his or her need to be absent from work as soon as is reasonably possible. Typically, this notification should occur at least two hours prior to

commencement of the employee's shift. Where the employee either knows or reasonably believes that the absence will exceed one (1) day, the employee shall advise the supervisor/designee of the anticipated length of absence and projected date of his/her return to duty.

12.3. Personal Necessity Use of Sick Leave

12.3.1. Each school year, an employee may elect to use accumulated paid sick leave for personal necessity at the rate listed below:

12.3.1.1. Eight (8) days of leave having worked ten (10) years or less in the District.

12.3.1.2. Ten (10) days of leave having worked more than ten (10) years in the District.

12.3.2. Sick leave for personal necessity may be used with no advance notice to their immediate supervisor required for the following reasons. Unit members are encouraged to provide notice when reasonably possible.

12.3.2.1. Death or serious illness of a member of the immediate family. Leave under this section would be in addition to normal bereavement leave.

12.3.2.2. Accident involving the employee or the employee's property or the person or property of a member of the immediate family.

12.3.2.3. Emergency situation involving the employee or employee's property or the person or property of a member of the employee's immediate family, of such a nature that the immediate presence of the employee is required during the workday. An emergency shall be defined as a situation that can neither be planned nor anticipated.

12.3.3. Unit members shall provide advanced written notification (at least three (3) business days when reasonably possible) to their immediate supervisor in order to use personal necessity for the following reason:

12.3.3.1. In special cases, this leave may be used in the case of the death of others particularly close to the employee

12.3.3.2. Legal matters

12.3.3.3. Moving (2 days per year)

12.3.3.4. Religious Holiday (2 days per year)

12.3.3.5. To attend the wedding or graduation ceremonies of a member of the immediate family.

12.3.3.6. Two (2) days per school year to attend to the educational needs of the employee's child(ren).

12.3.4. With the approval of the Associate Superintendent, Human Resources, and verification by a physician, an employee may use an additional ten (10) days for the following reason:

12.3.4.1. The life-threatening illness, injury, or operation of an immediate family member.

12.4. Perfect Attendance Leave

12.4.1. Effective 7/1/2001, employees who have perfect attendance (excluding Release Time, Jury Duty, Military Duty, Annual Leave/ Vacation, Non-student/Float Day), will be entitled to one floating holiday to be used in the following school year. This leave will not accrue and must be taken in the year granted.

12.4.2. Leave shall be taken with prior approval of the employee's supervisor with as much advance notice as is possible, giving preference to employees on the basis of seniority when possible.

12.5. Catastrophic Leave Bank

12.5.1. Creation and Purpose

12.5.1.1. CSEA and the District agree to create a Catastrophic Leave Bank ("Bank") as follows:

12.5.1.2. Catastrophic Leave will permit classified employees of the District to donate days to a Bank that will administer those days according to the terms of this section.

12.5.1.3. "Catastrophic illness or injury" is defined as 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 immediate family whose 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/she has exhausted all his/her sick leave, excluding differential leave. A doctor's verification is required.

12.5.1.4. The "immediate family", for the purpose of catastrophic leave, shall be defined as spouse, domestic partner, child, stepchild, parent, and any relative currently living in the immediate household of the employee.

12.5.1.5. Days in the Bank shall accumulate in the Bank from year to year.

12.5.1.6. The Catastrophic Leave Bank shall be administered by a joint committee comprised of two (2) members appointed by CSEA and two (2) members appointed by the District. Appointments shall be made on a bi-annual basis.

12.5.2. Eligibility and Contributions

12.5.2.1. All classified employees of the District (excluding substitutes) with one year of service within the District are eligible to contribute to the Bank.

12.5.2.2. All contributions to the Bank will be in the form of personal necessity days.

12.5.2.3. Participation is voluntary but requires contributions to the Bank. Only contributors will be permitted to withdraw from the Bank.

12.5.2.4. Employees who elect not to join the Bank must wait until the beginning of the next school year to join the Bank or may join during the period in which an additional day contribution is required of the Bank.

12.5.2.5. The contribution, on the appropriate form, must be authorized by the unit member.

12.5.2.6. Members wishing to cancel must notify the Human Resources Department in writing within the first 30 calendar days of the school year. Sick leave contributed to the Bank shall not be returned.

12.5.2.7. If the number of days in the Bank drops below 25% of the amount equivalent to the number of members in the Bank, an additional contribution of the equivalent of one additional day (based upon the employee's FTE), shall be required of each member. The member may, within 30 calendar days, either contribute or cancel. Sick leave contributed to the Bank shall not be returned. If a mid-year contribution is required and a current member does not have any personal necessity days remaining, the member may contribute a sick day.

12.5.2.8. Employees returning from extended leave will be permitted to contribute within 30 calendar days of beginning of work. The District shall supply enrollment forms for the Bank to all employees.

12.5.2.9. Full and part-time employees wishing to participate in the Bank shall make an initial contribution of 8 hours of personal necessity the first year of participation, between October 1st, and October 31st.

12.5.2.10. If an employee's FTE increases after they have donated to the Bank, they are responsible to increase their donation to be eligible to withdraw from the bank at their new FTE rate.

12.5.3. Application for Withdrawal from the Bank

12.5.3.1. Application shall be made when it becomes apparent that Catastrophic Leave may be needed.

12.5.3.2. Participants must use all accrued sick leave available to them before becoming eligible to withdraw from the Bank.

12.5.3.3. A minimum of ten workdays of illness or injury must be covered by the participant's own sick leave, differential leave, or leave without pay the first time the participant qualifies for a withdrawal from the Bank. If the same illness/injury recurs within twelve months of the beginning of the leave, the ten-day requirement will be waived.

12.5.3.4. Family members may apply for catastrophic leave on behalf of the unit member.

12.5.3.5. Leave is granted for up to thirty (30) workdays at a time to a maximum of ninety (90) workdays. The ninety (90) workday limit may be waived by a unanimous vote of the Catastrophic Leave Committee.

12.5.3.6. The first ten (10) duty days of catastrophic illness or disability must be covered by the participant's own sick leave, differential leave, or leave without pay.

12.5.3.7. If the unit member is receiving Worker's Compensation or Disability Insurance, no leave will be granted until compensation is exhausted.

12.5.3.8. If no leave days are available in the Bank, the District has no obligation to provide leave.

12.5.4. Administration of the Bank

12.5.4.1. The Committee maintains records of employees participating, receives requests, verifies validity, approves, and communicates actions to members and to the District.

12.5.4.2. Decisions will be final and made in writing to the applicant within ten (10) working days of the application to the Committee.

12.5.4.3. All requests and actions by the Committee will be confidential.

12.5.4.4. The District will keep records and notify the committee monthly of the new members and days remaining in the Bank.

12.5.4.5. If this provision is rescinded, the Committee will continue to administer Catastrophic Leave days until the days in the Bank are exhausted.

12.5.4.6. If the number of days accumulated is maintained at or above 25% of the amount equivalent to the number of members in the Bank, no contributions will be assessed for that year except for new members wishing to join the Bank.

12.6. Annual Leave/Vacation

12.6.1. Employees earn annual leave/vacation credit for all hours in paid status including holidays and paid leaves of absence, except for those hours considered as overtime. Credit is not earned during any period of unpaid status.

12.6.2. All employees shall earn annual/ vacation credit at the following rates:

12.6.2.1. Ten (10) hours per month during the first ten (10) years of service with the District and pro-rated based on FTE.

12.6.2.2. Thirteen and one-third (13-1/3) hours per month thereafter beginning on the first day of the month following their tenth year of service and pro-rated based on FTE.

12.6.2.3. Less than Twelve (12)-month Employees

12.6.2.3.1. Employees who work less than twelve (12) months may not use accrued annual leave/vacation. Instead, it is paid out on a monthly basis.

12.6.2.4. Twelve-Month Employees

12.6.2.4.1. Not more than thirty (30) days of accumulated annual leave/vacation credit may be carried forward from one annual leave/vacation year to another. An annual leave/vacation year is defined as June 1 to May 31. A notice of an employee's vacation balance will be sent to each twelve-month employee by May 31st of each year. Any balance over 30 days, as measured on May 31, will be paid out in July each year.

12.6.2.4.2. In any school year which exceeds 260 workdays by one (1) day, inclusive of holidays, twelve-month employees will be granted one additional day of annual

leave/vacation. This day shall be observed on the designated voucher day (as mutually agreed to by the Parties). In any school year which exceeds 260 workdays by two (2) days, inclusive of holidays, twelve (12)-month employees will be granted two additional days of annual leave/vacation. The first of these two days shall be observed on the first regular workday following the December 25th Holiday, and the second of these two days shall be observed on the last regular workday prior to the December 25th Holiday.

12.6.3. Annual Leave/Vacation shall be taken with prior approval of the employee's supervisor with as much advance notice as is possible. Preference is to be given to employees on the basis of seniority when possible.

12.6.4. Annual Leave/Vacation Leave in the Absence of Sick Leave

12.6.4.1. Vacation leave will be used for accident or illness absences immediately after all other accident or illness entitlements have been exhausted and the employee is unable to return to work. Annual Leave/Vacation leave may also be used for cases of personal necessity after all sick leave credit has been used.

12.6.5. Separation

12.6.5.1. Upon separation from employment with the District, employees with more than six (6) months of service shall be entitled to lump sum compensation for all earned and unused Annual Leave/ Vacation credit.

12.7. Illness During Vacation

12.7.1. According to Ed. Code 45200, if an employee is ill during his/her vacation period, those days may be charged to his/her accumulated sick leave at his/her option. Verification from a physician may be requested by the District to confirm the illness if it exceeds three (3) days. If the employee is not covered by health insurance, the District will pay for the cost of the examination.

12.8. Industrial Accident or Illness Leave

12.8.1. The following provisions shall apply to an industrial accident or industrial illness leave by a member of the bargaining unit.

12.8.1.1. Up to sixty (60) working days of pay and benefits shall be allowed in any one fiscal year for the same accident illness.

12.8.1.2. Industrial accident or illness leave will commence on the first day of absence.

12.8.1.3. Allowable leave shall not be cumulative from year to year.

12.8.1.4. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee 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.

12.8.1.5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

12.8.1.6. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of the state, exceed the normal wage for the day.

12.8.1.7. The industrial accident or illness leave of absence is to be used in lieu of entitlement acquired under normal sick leave benefits.

12.8.1.8. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other sick leave will then be used, but if an employee is receiving Workers' Compensation, the person shall be entitled to use only so much of the person's accumulated or available sick leave, accumulated compensation time off, annual leave/

vacation, or other available leave, which when added to the Worker's Compensation award, provide for a full day's wage or salary.

12.8.1.9. Any employee receiving benefits pursuant to this paragraph shall, during periods of injury or illness, remain within the State of California unless the Board authorizes travel outside the state.

12.8.1.10. If periods of leave of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, the person shall, if not placed in another position, be placed on a reemployment list for a period of 39 months. Prior to taking such action, the employee shall be notified in writing that available paid leave has been exhausted and shall be offered an opportunity to request additional leave. To be considered, the request for additional leave must be received by the District within ten (10) calendar days after the written notice from the District has been mailed to the employee's last home address on file in the Personnel Office. When available, during the 39-month period, and if medically released to assume the duties, the person shall be employed in a vacant position in the class of the person's previous assignment. This employment will be over all available candidates except for a reemployment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations.

12.9. Extended Sick Leave

12.9.1 It is the Parties intent to implement California Education Code Section 45196 paragraph 4. The language set forth below constitutes the Parties' understanding of how this paragraph functions.

12.9.2. Employees shall once a year, at the beginning of the fiscal year, be credited with a total of one hundred (100) working days of Extended Sick Leave. Employees shall be eligible to use Extended Sick Leave once they have exhausted all accumulated sick leave.

12.9.3. Extended Sick Leave shall be compensated at the rate of fifty percent (50%) of the employee's regular salary. Extended Sick Leave is used in minimum increments of a full day.

12.9.4. Unused Extended Sick Leave does not rollover into the following fiscal year.

12.9.5. The Extended Sick Leave does not restart within the fiscal year for separate injury or illness.

12.9.6. Employees enrolled in Catastrophic Leave Bank may choose to apply to Catastrophic Leave Bank before or after using Extended Sick Leave.

12.10. Parental Leave

12.10.1. If the employee is granted a family leave under section 12.12 of this article for the purposes of caring for his/her children or parents, four (4) weeks of this leave may be charged to the employee's accumulated sick leave. In addition to the benefits provided under section 12.12 of this article, the employee may request an additional unpaid parental leave. This leave shall not exceed three (3) full semesters or four (4) full trimesters in length. While on parental leave, a position in the District will be encumbered.

12.11. General Leaves

12.11.1. After being an employee of the District for one (1) year and passing the probationary period, an employee may request an unpaid leave of absence of up to one (1) calendar year in duration. If the leave is approved, a position in the District will be encumbered that is equal to the employee's current class status, hours of employment, and annual days of employment.

12.11.2. This leave is not intended to be used to accept a position with another employer unless that employment is determined to be as an "employee on loan" to that employer with a fixed return date.

12.12. Family and Medical Leave

12.12.1. Family and medical leave is available to eligible employees pursuant to the Family Care and Medical Leave Act and related federal and state statutes. Use of such leave is governed by the following provisions:

12.12.1.1. The maximum family and medical leave is twelve (12) weeks in a twelve-(12) month period, excluding the period of disability, if any, due to pregnancy, childbirth, miscarriage, abortion, or related conditions.

12.12.1.2. Employees must have one (1) year of service in order to be eligible for leave. Leaves may be used for the birth, adoption, fostering, or serious health condition of the employee's child, or the serious health condition of the employee or his/her spouse or parent.

12.12.1.3. The District may require the employee to submit certification from the appropriate health care provider in conjunction with the leave request. Certification does not include a diagnosis of the employee's medical condition or medical facts related to the condition. The District may, at its option and cost, require a second opinion.

12.12.1.4. The District will maintain the employee's benefit premiums for the entire leave period.

12.13. Bereavement Leave

12.13.1. In the event of the death of a member of his/her immediate family, an employee shall be granted a maximum of six (6) days paid leave.

12.14. Jury Duty/Witness Leave

12.14.1. Employees called for jury duty and receiving remuneration for that service, or employees receiving witness fees, shall continue to receive their full pay from the District. The employee shall remit to the District the money received for that portion of his/her services performed during his/her normal work hours, excluding any travel allowances. This may be done either by endorsing his/her jury duty/witness fee check to the District or by remitting any equal amount in cash or personal check to the District.

12.14.2. Any employee whose regularly assigned shift begins or continues after 5:00 P.M. and who is required to serve the day's full court obligation on jury duty shall be relieved from work that day with pay.

12.14.3. Employees may choose to keep their jury duty checks and receive no District pay.

12.15. Military Leave

12.15.1. An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

12.16. Impossible Travel Conditions

12.16.1. If an employee is unable to get to work due to impossible travel conditions, up to two (2) days of absences per year shall be non-deductible.

12.17. Association Leave

12.17.1. The District shall provide to the CSEA chapter president/designee a maximum of 30 days of leave of absence per year subject to the limitations listed to perform leadership duties.

12.17.2. Prior approval of the superintendent/designee shall be obtained pursuant to these provisions. In no case shall the leave exceed thirty (30) days per year. This leave is in addition to release time for policy advisory, meet and confer, and negotiation meetings.

12.17.2.1. A request presented by the CSEA chapter president to the District shall be provided twenty-four (24) hours in advance.

12.17.2.2. On occasion, it may be necessary to exceed the 30 days of leave granted above. CSEA may make a request to the superintendent/designee indicating the number of additional days required. CSEA shall reimburse the District for the cost of any substitutes required for these additional days within 45 days of receipt of billing.

ARTICLE 13 – SAFETY

13.1. The District and CSEA are committed to maximizing employee safety and believe that safety is every employee's responsibility. No employees shall be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

13.2. It is the obligation of all employees to maintain high standards for health and safety to eliminate, to the greatest extent possible, industrial accidents and illnesses. The Superintendent or designee shall provide safety devises, safeguards, methods, and processes for staff that are reasonably adequate to render the employment and place of employment safe and adopt all procedures regarding safety in Board Policy and Administrative Regulation 4257.

13.3. All employees are encouraged to report any unhealthy or unsafe conditions, preferably in writing.

13.3.1. Employee's supervisor shall respond to the employee and provide information on any action to be taken as a result of the report.

13.3.2. No employee will be discriminated against for reporting unsafe or unhealthy working conditions.

13.3.3. Employees may make anonymous reports of unsafe conditions to the District IIPP Committee c/o Human Resources at the ESC.

13.4. CSEA is permitted two bargaining unit representatives to the District Injury and Illness Prevention Program Committee.

ARTICLE 14 - SAVINGS PROVISION

14.1. If any provisions of this Agreement are found to be contrary to law, such provisions will not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 15 - MISCELLANEOUS

15.1. The District and CSEA will mutually examine provisions in the 4200 series of the District policy for specific items that we mutually agree shall be placed within the contract.

15.2. Conference Attendance, Travel Expenses

15.2.1. All meetings, conferences, or conventions that require the employee to be away from his/her regularly scheduled work shall be approved by the immediate supervisor. All necessary expenses of attending such meetings shall be charged to the District. Such expenses include but are not limited to lodging, meals, transportation, registration fees, mileage, and other conferences related expenses. Rates of reimbursement are established in Board Policy 4227.

15.2.2. For attendance at CSEA State Conference (Article 4.3.1.), the District shall reimburse CSEA for one half of the total expenditures up to a maximum of $1000.00 annually for expenses listed in

item 15.2.1 above. CSEA shall submit receipts on one conference reimbursement form in order to receive this disbursement.

15.3. Contract Distribution

15.3.1. At the conclusion of negotiations for each new 3-year contract, a revised contract will be sent to each classified employee, or it will be available on the District website. Any revisions made following re-opener negotiations will be sent to all employees for insertion in the original contract or it will be available on the District website.

15.3.2. One master copy of the contract will be available at each school site or department. It will include all negotiated revisions.

15.3.3. Site CSEA bulletin boards will contain information on where unit members can obtain a copy of the contract. This will include the internet address for online access.

15.3.4. CSEA and the District will share in the cost of the printing of contracts and subsequent revisions.

15.4. If a unit member working less than 12 months per year chooses to retire when there are no workdays in June, the District and CSEA will work together to provide full communication and offer maximum opportunities for members to qualify for the highest retirement benefits they are entitled to receive under PERS regulations.

ARTICLE 16 - CONCERTED ACTIVITIES

16.1. It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by CSEA or by its officers, agents, or members during the term of this Agreement, including compliance with the request for other labor organizations to engage in such activity.

ARTICLE 17 - SUPPORT OF AGREEMENT

17.1. The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiations process. Therefore, it is agreed that CSEA and the District will support this Agreement for its term.

ARTICLE 18 - EFFECT OF AGREEMENT

18.1. It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and over State law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE 19 - COMPLETION OF NEGOTIATIONS

19.1. During the term of this Agreement, neither CSEA nor the District shall be obligated to meet and negotiate, except as required by the provisions of this Agreement.

ARTICLE 20 - RATIFICATION

20.1. We hereby certify that we have agreed to the terms and conditions of this Contract Agreement, and it has been ratified by our respective groups.

CSEA Representative

7/8/25
Date

District Representative

7/8/25
Date

ARTICLE 21 - ACCEPTANCE AND SIGNATURES

21.1. We, the undersigned, hereby accept all of the terms, conditions, and provisions of this Contract Agreement and understand that it will be recommended for District Governing Board approval.

CSEA Representative

7/8/25
Date

District Representative

7/8/25
Date

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
CLASSIFIED COMPREHENSIVE EMPLOYEE SALARY SCHEDULE KEY 2024-2025

SPECIALISTS

Occupational Therapist	45
Physical Therapist	45
Mental Health Specialist II	42
Student Data Analyst	41
Behavior Specialist	38
Community Schools Facilitator II	38
Mental Health Specialist I	38
Registered Nurse	38
School Social Worker I	38
Database Administrator	35
Network Administrator	35
Network Engineer	35
Applications Specialist – PowerSchool	33
Applications Specialist	33
Theater Production Specialist II	32
Systems Administrator	33
Community Schools Facilitator	29
Mental Health Specialist Associate	29
School Social Worker Associate	29
Data Administrator & CALPADS Specialist	28
Fiscal Data Analyst	28
ETIS Support Specialist II	27
Equity Leader	27
Lead Printer II	27
Facilities Planner	25
Lead Buyer	25
Risk Management Specialist	24
Centralized Tech Support Specialist	24
Child Welfare & Attendance Specialist	24
Classified Assistive Technology Specialist	24
Communications Specialist	24
Community Safety Specialist	24
ETIS Support Specialist I	24
Technology Equipment Repair Technician	24
Workers' Compensation and Unemployment Analyst	23
Personnel Analyst	22
Speech Language Pathologist Assistant	22
Theater Production Specialist	22
Employee Benefits Specialist	17
Lead Printer	17
Personnel Technician	17
Buyer	15
Due Process Technician	15
Help Desk Technician	15
Help Desk Technician-Testing and Assessment	15
Licensed Vocational Nurse	15
Education Services Student Liaison	15
Special Education Applications Specialist	15
Instructional Materials Technician	13
Restorative Specialist	12
Translator / Interpreter (Spanish)	12
Attendance Technician	11
Facilities Use Technician	11
Research Assistant II, Testing and Assessment	11
High School Library Media Assistant	10
Purchasing Specialist	10
Printer II	09
Categorical Program Assistant	08
Middle School Library Media Assistant	08
Research Assistant I	07
Expanded Learning Team Associate	03
Preschool Associate Teacher	03
Lead Campus Monitor	03
Campus Monitor	01
Expanded Learning Assistant	01

INSTRUCTIONAL ASSISTANTS

CTE Adult Education/Welding	25
Lead Behavior Support Assistant	09
Behavior Support Assistant – General Education	07
Behavior Support Assistant – Severely Handicapped	07
Mental Health Instructional Assistant	07
Transition Assistant II	07
Instructional Assistant Brailist	04
Para Educator Mod/Severe	04
Transition Assistant I	04
Computer Instructional Assistant	03
Elementary Intervention Program Assistant, (K-3) (4-6)	03
Instructional Assistant-Related Services	03
Instructional Signing Assistant DOH	03
Bilingual/ESL Instructional Assistant	02
Elementary Paraeducator, (TK) (K-5)	01
Instructional Assistant Opportunity Class	01
Special Education Instructional Assistant	01
Instructional Assistant Adolescent Parent Program	01
Instructional Assistant – Preschool	01

ADMINISTRATIVE SERIES

Administrative Assistant III	12
Administrative Assistant (Comprehensive HS/Middle School)	12
Administrative Assistant II	11
Administrative Assistant, Alternative Ed	11
Administrative Assistant, Fiscal Services	11
Administrative Assistant, Elementary School	10
Administrative Assistant I	08

ACCOUNTING SERIES

Lead Financial Accountant	33
Facilities Accountant	28
Financial Accountant	28
Lead Budget Technician	25
Payroll Accountant	18
Budget Technician	17
Categorical Administrative Technician	14
Central ASB Technician	14
Adult Education Account Technician	13
Categorical Account Technician II	12
Lead Account Clerk II	12
Facilities Account Technician	11
Categorical Account Technician I	10
Student Body Account Technician	09
Account Clerk II	08
Account Clerk I	06

COORDINATORS

Bilingual Special Project Coordinator-Spanish	15
Special Project Coordinator	15
Parent Coordinator	01

CLERICAL SERIES

Academic and Career Advisor – Adult Education	09
Registrar (Comprehensive HS)	09
Athletic Clerk	08
College and Career Clerk	07
Registrar (Alternative Education)	07
Middle School Registrar	07
Medi-Cal SMAA/LEA Clerk	05
Clerk Typist III	04
Clerk Typist III, District Receptionist	04
Personnel Clerk II	04
Health Assistant	04
Elementary School Library Media Clerk	03
School Clerk, Elementary/Secondary	03
Clerk Typist II / I	02

FOOD SERVICE SERIES

Food Service Office Technician	15
Food Service Technician	14
Food Service Clerk	11
Food Service Worker II	06
Food Service Worker I	03

MAINTENANCE & OPERATIONS SERIES

Carpenter/Hardware Technician	18
Equipment Repair Technician	18
Fire Intrusion Detection Technician	18
Grounds Maintenance Technician	18
Head Custodian III	18
Maintenance Electronics Technician/Electrician	18
Maintenance HVAC	18
Maintenance Mechanic II	18
Maintenance Painter	18
Plumber/Welder	18
Head Custodian/Trainer	16
Maintenance Mechanic I	13
Warehouse Person/Maintenance Mechanic I	13
Head Custodian II	12
Head Custodian I	10
Building & Grounds Utility Worker	08
Lead Night Custodian	08
Delivery Driver (IMC)	07
Grounds Worker	07
Custodian	04

Board Approved 03/09/2023; 03/23/2023; 04/20/2023; 5/18/2023; 08/10/2023; 10/05/2023; 10/19/2023; Board Approved 01/18/2024; 06/06/2024; 06/20/2024

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

2023-2024

CLASSIFIED COMPREHENSIVE EMPLOYEE SALARY SCHEDULE

4% INCREASE OVER 2023-2024 BOARD APPROVED SALARY SCHEDULE

Range \ Step	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	45+
1	**20.00***	20.02	21.00	22.04	23.16	24.32	25.53	26.81	28.14	29.56	31.03	32.58	34.22
2	**20.00***	20.51	21.53	22.61	23.71	24.90	26.14	27.45	28.82	30.25	31.77	33.36	35.03
3	20.04	21.01	22.06	23.17	24.34	25.55	26.83	28.17	29.58	31.06	32.61	34.25	35.95
4	20.50	21.54	22.62	23.72	24.96	26.21	27.52	28.89	30.34	31.86	33.44	35.11	36.87
5	21.04	22.10	23.20	24.36	25.57	26.85	28.19	29.61	31.09	32.64	34.27	35.98	37.78
6	21.55	22.65	23.75	24.98	26.23	27.54	28.91	30.36	31.88	33.47	35.14	36.90	38.75
7	22.10	23.20	24.36	25.57	26.87	28.23	29.63	31.12	32.67	34.31	36.02	37.82	39.72
8	22.65	23.75	24.98	26.23	27.54	28.92	30.37	31.89	33.48	35.15	36.91	38.75	40.70
9	23.21	24.37	25.58	26.89	28.23	29.64	31.12	32.68	34.31	36.03	37.82	39.72	41.70
10	23.76	24.99	26.24	27.55	28.94	30.40	31.92	33.51	35.18	36.94	38.79	40.74	42.78
11	24.38	25.60	26.90	28.24	29.67	31.15	32.71	34.34	36.06	37.87	39.76	41.75	43.84
12	25.01	26.26	27.58	28.96	30.42	31.94	33.54	35.21	36.98	38.82	40.77	42.81	44.95
13	25.63	26.92	28.26	29.68	31.14	32.70	34.33	36.05	37.86	39.75	41.72	43.82	46.01
14	26.27	27.59	28.97	30.43	31.92	33.51	35.19	36.95	38.79	40.74	42.76	44.91	47.15
15	26.93	28.28	29.69	31.18	32.72	34.35	36.07	37.88	39.77	41.76	43.84	46.03	48.34
16	27.60	28.98	30.44	31.96	33.57	35.25	37.01	38.86	40.81	42.85	44.98	47.24	49.60
17	28.29	29.71	31.20	32.75	34.39	36.11	37.92	39.81	41.80	43.89	46.08	48.39	50.81
18	29.00	30.45	31.97	33.57	35.26	37.02	38.88	40.81	42.86	45.00	47.25	49.61	52.09
19	29.74	31.23	32.79	34.43	36.15	37.95	39.85	41.84	43.94	46.13	48.43	50.86	53.40
20	30.49	32.01	33.61	35.30	37.04	38.91	40.85	42.89	45.03	47.29	49.65	52.12	54.72
21	31.24	32.80	34.46	36.16	37.97	39.87	41.87	43.96	46.16	48.46	50.89	53.44	56.11
22	32.03	33.62	35.30	37.06	38.90	40.84	42.88	45.02	47.28	49.64	52.12	54.74	57.47
23	32.83	34.48	36.18	37.99	39.87	41.87	43.96	46.16	48.46	50.89	53.42	56.11	58.92
24	33.63	35.34	37.08	38.94	40.90	42.95	45.09	47.35	49.72	52.21	54.81	57.55	60.43
25	34.49	36.19	38.02	39.94	41.90	43.99	46.20	48.51	50.93	53.48	56.15	58.96	61.91
26	35.35	37.10	38.95	40.91	42.94	45.09	47.35	49.71	52.20	54.81	57.54	60.42	63.45
27	36.24	38.04	39.97	41.92	44.04	46.25	48.56	50.98	53.53	56.21	59.02	61.97	65.07
28	37.13	38.99	40.94	43.01	45.18	47.44	49.82	52.30	54.92	57.67	60.55	63.58	66.76
29	38.06	39.99	41.94	44.08	46.26	48.57	51.00	53.55	56.22	59.04	61.98	65.09	68.35
30	39.02	40.96	43.02	45.20	47.41	49.78	52.27	54.88	57.63	60.51	63.53	66.71	70.04
31	40.01	41.96	44.09	46.27	48.61	51.03	53.59	56.26	59.08	62.04	65.14	68.39	71.81
32	40.99	41.94	45.23	47.44	49.85	52.34	54.95	57.70	60.59	63.62	66.79	70.14	73.64
33	42.01	44.12	46.30	48.63	51.08	53.64	56.33	59.13	62.10	65.20	68.45	71.88	75.48
34	43.06	45.25	47.47	49.87	52.35	54.97	57.72	60.61	63.64	66.82	70.16	73.67	77.36
35	44.24	46.36	48.69	51.12	53.66	56.35	59.17	62.12	65.23	68.49	71.91	75.51	79.29
36	45.27	47.50	49.90	52.38	55.00	57.74	60.63	63.66	66.84	70.19	73.68	77.38	81.26
37	46.40	48.71	51.14	53.70	56.39	59.21	62.16	65.27	68.54	71.97	75.56	79.34	83.30
38	47.55	49.93	52.44	55.03	57.79	60.68	63.71	66.90	70.24	73.76	77.44	81.32	85.38
39	48.74	51.18	53.74	56.43	59.26	62.22	65.33	68.60	72.03	75.63	79.40	83.39	87.56
40	49.96	52.50	55.07	57.86	60.76	63.79	66.98	70.32	73.84	77.53	81.41	85.49	89.76
41	51.22	53.80	56.47	59.29	62.29	65.41	68.67	72.10	75.71	79.50	83.47	87.64	92.03
42	52.52	55.14	57.89	60.78	63.79	66.98	70.32	73.85	77.54	81.41	85.48	89.76	94.26
43	53.82	56.50	59.33	62.32	65.42	68.68	72.12	75.72	79.51	83.49	87.65	92.05	96.65
44	55.17	57.91	60.80	63.84	67.04	70.39	73.91	77.60	81.48	85.56	89.84	94.33	99.05
45	56.52	59.36	62.35	65.44	68.74	72.18	75.78	79.57	83.55	87.73	92.11	96.72	101.57

*** Range 1 Step 1 is calculated at 19.05 with 4% increase. It will be manually set to 20.00 per Tentative Agreement dated 11/17/23**

*** Range 2 Step 1 is calculated at 19.53 with 4% increase. It will be manually set to 20.00 per Tentative Agreement dated 11/17/23**

Future increases will be percentage increases of the calculated rates of 19.05 and 19.53 until those rates are 20.00 or higher.

Board Approved 12/14/23

QSS 03

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

2024-2025

CLASSIFIED COMPREHENSIVE EMPLOYEE SALARY SCHEDULE

2% INCREASE OVER 2023-2024 BOARD APPROVED SALARY SCHEDULE RANGES

Range \ Step	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30-34	35-39	40-44	45+
1	20.00	20.42	21.42	22.48	23.62	24.81	26.04	27.35	28.70	30.15	31.65	33.23	34.90
2	20.00	20.92	21.96	23.06	24.18	25.40	26.66	28.00	29.40	30.86	32.41	34.03	35.73
3	20.44	21.43	22.50	23.63	24.83	26.06	27.37	28.73	30.17	31.68	33.26	34.94	36.67
4	20.91	21.97	23.07	24.19	25.46	26.73	28.07	29.47	30.95	32.50	34.11	35.81	37.61
5	21.46	22.54	23.66	24.85	26.08	27.39	28.75	30.20	31.71	33.29	34.96	36.70	38.54
6	21.98	23.10	24.23	25.48	26.75	28.09	29.49	30.97	32.52	34.14	35.84	37.64	39.53
7	22.54	23.66	24.85	26.08	27.41	28.79	30.22	31.74	33.32	35.00	36.74	38.58	40.51
8	23.10	24.23	25.48	26.75	28.09	29.50	30.98	32.53	34.15	35.85	37.65	39.53	41.51
9	23.67	24.86	26.09	27.43	28.79	30.23	31.74	33.33	35.00	36.75	38.58	40.51	42.53
10	24.24	25.49	26.76	28.10	29.52	31.01	32.56	34.18	35.88	37.68	39.57	41.55	43.64
11	24.87	26.11	27.44	28.80	30.26	31.77	33.36	35.03	36.78	38.63	40.56	42.59	44.72
12	25.51	26.79	28.13	29.54	31.03	32.58	34.21	35.91	37.72	39.60	41.59	43.67	45.85
13	26.14	27.46	28.83	30.27	31.76	33.35	35.02	36.77	38.62	40.55	42.55	44.70	46.93
14	26.80	28.14	29.55	31.04	32.56	34.18	35.89	37.69	39.57	41.55	43.62	45.81	48.09
15	27.47	28.85	30.28	31.80	33.37	35.04	36.79	38.64	40.57	42.60	44.72	46.95	49.31
16	28.15	29.56	31.05	32.60	34.24	35.96	37.75	39.64	41.63	43.71	45.88	48.18	50.59
17	28.86	30.30	31.82	33.41	35.08	36.83	38.68	40.61	42.64	44.77	47.00	49.36	51.83
18	29.58	31.06	32.61	34.24	35.97	37.76	39.66	41.63	43.72	45.90	48.20	50.60	53.13
19	30.33	31.85	33.45	35.12	36.87	38.71	40.65	42.68	44.82	47.05	49.40	51.88	54.47
20	31.10	32.65	34.28	36.01	37.78	39.69	41.67	43.75	45.93	48.24	50.64	53.16	55.81
21	31.86	33.46	35.15	36.88	38.73	40.67	42.71	44.84	47.08	49.43	51.91	54.51	57.23
22	32.67	34.29	36.01	37.80	39.68	41.66	43.74	45.92	48.23	50.63	53.16	55.83	58.62
23	33.49	35.17	36.90	38.75	40.67	42.71	44.84	47.08	49.43	51.91	54.49	57.23	60.10
24	34.30	36.05	37.82	39.72	41.72	43.81	45.99	48.30	50.71	53.25	55.91	58.70	61.64
25	35.18	36.91	38.78	40.74	42.74	44.87	47.12	49.48	51.95	54.55	57.27	60.14	63.15
26	36.06	37.84	39.73	41.73	43.80	45.99	48.30	50.70	53.24	55.91	58.69	61.63	64.72
27	36.96	38.80	40.77	42.76	44.92	47.18	49.53	52.00	54.60	57.33	60.20	63.21	66.37
28	37.87	39.77	41.76	43.87	46.08	48.39	50.82	53.35	56.02	58.82	61.76	64.85	68.10
29	38.82	40.79	42.78	44.96	47.19	49.54	52.02	54.62	57.34	60.22	63.22	66.39	69.72
30	39.80	41.78	43.88	46.10	48.36	50.78	53.32	55.98	58.78	61.72	64.80	68.04	71.44
31	40.81	42.80	44.97	47.20	49.58	52.05	54.66	57.39	60.26	63.28	66.44	69.76	73.25
32	41.81	42.78	46.13	48.39	50.85	53.39	56.05	58.85	61.80	64.89	68.13	71.54	75.11
33	42.85	45.00	47.23	49.60	52.10	54.71	57.46	60.31	63.34	66.50	69.82	73.32	76.99
34	43.92	46.16	48.42	50.87	53.40	56.07	58.87	61.82	64.91	68.16	71.56	75.14	78.91
35	45.12	47.29	49.66	52.14	54.73	57.48	60.35	63.36	66.53	69.86	73.35	77.02	80.88
36	46.18	48.45	50.90	53.43	56.10	58.89	61.84	64.93	68.18	71.59	75.15	78.93	82.89
37	47.33	49.68	52.16	54.77	57.52	60.39	63.40	66.58	69.91	73.41	77.07	80.93	84.97
38	48.50	50.93	53.49	56.13	58.95	61.89	64.98	68.24	71.64	75.24	78.99	82.95	87.09
39	49.71	52.20	54.81	57.56	60.45	63.46	66.64	69.97	73.47	77.14	80.99	85.06	89.31
40	50.96	53.55	56.17	59.02	61.98	65.07	68.32	71.73	75.32	79.08	83.04	87.20	91.56
41	52.24	54.88	57.60	60.48	63.54	66.72	70.04	73.54	77.22	81.09	85.14	89.39	93.87
42	53.57	56.24	59.05	62.00	65.07	68.32	71.73	75.33	79.09	83.04	87.19	91.56	96.15
43	54.90	57.63	60.52	63.57	66.73	70.05	73.56	77.23	81.10	85.16	89.40	93.89	98.58
44	56.27	59.07	62.02	65.12	68.38	71.80	75.39	79.15	83.11	87.27	91.64	96.22	101.03
45	57.65	60.55	63.60	66.75	70.11	73.62	77.30	81.16	85.22	89.48	93.95	98.65	103.60

Board Approved 01/18/2024; Board Approved 06/06/2024

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

2024-2025

PRESCHOOL TEACHER SALARY SCHEDULE

2% INCREASE OVER 2023-2024 BOARD APPROVED SALARY SCHEDULE RANGES

State/IASA Preschool Instructor pay is based on annual calendar and reflects 191 work days, 12 paid vacation days, and 12 paid Holidays.

Annual rate for full time work is the amount shown for the attained step on the salary schedule. Advancement to the next step is granted for one academic year or major fraction thereof, of service. Variance from the 191* days results in a pro-rated salary.

Column / Step	1	2	3	4
	Teacher Permit	**Teacher Permit AA**	**Teacher Permit AA + 30**	**Master Teacher Permit + BA**
1	$49,592	$51,580	$53,561	$55,544
2	$51,580	$53,561	$55,544	$57,529
3	$51,580	$55,544	$57,529	$59,514
4			$59,514	$61,497
5				$63,482
10				$65,463
15				$67,449
20				$69,429
25				$71,416

Substitute:

The pay of a substitute Preschool Instructor in the State Preschool Program is limited to four hours per day at the current and appropriate substitute teacher rate.

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
2024-2025
EXPANDED LEARNING SITE LEAD
2%INCREASE OVER 2023-2024 BOARD APPROVED SALARY SCHEDULE RANGES

Expanded Learning Site Lead pay is based on annual calendar and reflects 186 work days, 12 paid vacation days, and 12 paid holidays.

Annual rate for full time work is the amount shown for the attained step on the salary schedule. Advancement to the next step is granted for one academic year, or major fraction thereof, of service. Variance from the 186* days results in a pro-rated salary.

Column / Step	1	2	3	4
	Teacher Permit	Teacher Permit AA	Master Teacher Permit AA + 30	Site Supervisor Permit + BA
1	$44,638	$45,768	$46,958	$47,547
2	$47,548	$47,745	$48,039	$49,288
3	$48,739	$48,937	$49,288	$51,051
4		$50,160	$51,051	$52,811
5		$51,415	$52,328	$54,574
10			$53,636	$56,336
15			$54,975	$58,097
20				$59,858
25				$61,617

Board Approved 02/01/2024; Board Approved 06/06/2024 QSS 07

Hourly Rates for Short Term Work â

*****The employee and supervisor will sign an acknowledgement of the work being offered with the corresponding pay rate prior to the work being started.*** â

Position / Work	Range / Step 1
Game-day Ticket Taker	2
After School Supervision (i.e. Dances, Clubs, Activities, Child Care)	2
Saturday School Supervision	2
After School Club (i.e. Homework, Yearbook)	2
Testing Proctor (i.e. ELPAC, PSAT, AP)	2
Summer Custodial Crew	4
Summer Paint Crew	13
Grounds/Gardener	7
Family Support Facilitator	28
Coaching	Paid a Stipend as per the FCEA Coaching Stipend Schedule (Appendix D-2)

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
Employee Benefits Department
CLASSIFIED EMPLOYEE BENEFITS 2024-25

Benefit Plan	Rate Eff.	Monthly Premium	12 Mo Cost District*	12 Mo Cost Employee*	10 Month Premium	10 Mo Cost District*	10 Mo Cost Employee*
KAISER $20 COPAY- Employee Only Grp. #32170	9/24	1255.75	750.00*	505.75*	1506.90	900.00*	606.90*
Employee w/dependent coverage	9/24	2888.22	1233.33*	1654.87*	3465.86	1480.00*	1985.87*
KAISER NONSTOP- Employee Only	9/24	921.90	750.00*	171.90*	1106.28	900.00*	206.28*
Employee w/dependent coverage	9/24	1845.00	1233.33*	611.67*	2613.24	1480.00*	1133.24*
SUTTER $15 COPAY- Employee Only Grp. #78103	9/24	1078.40	750.00*	328.40*	1294.08	900.00*	394.08*
Employee w/dependent coverage	9/24	2480.80	1233.33*	1247.47*	2976.96	1480.00*	1496.96*
SUTTER NONSTOP- Employee Only	9/24	790.90	750.00*	40.90*	949.08	900.00*	49.08*
Employee w/dependent coverage	9/24	1845.00	1233.33*	611.67*	2214.00	1480.00*	734.00*
WHA $20 COPAY- Employee Only Grp. #11874	9/24	908.00	750.00*	158.39*	1090.07	900.00*	190.07*
Employee w/dependent coverage	9/24	2091.84	1233.33*	858.51*	2510.21	1480.00*	1030.21*
WHA NONSTOP- Employee Only	9/24	718.00	718.00*	0.00*	861.60	861.60*	0.00*
Employee w/dependent coverage	9/24	1708.00	1233.33*	474.67*	2049.60	1480.00*	569.60*
In lieu of medical amount (see Article 10.9.6)	9/22		175.17*			210.20*	
District paid cap for employee only medical	7/21		750.00*			900.00*	
District paid cap for employee + family medical	7/22		1233.33*			1480.00*	
DELTA DENTAL PREMIER- Grp. #7006-0107	7/16						
Employee only		65.42	65.42*	0.00*	78.50	78.50*	0.00*
Employee w/one dependent		124.29	65.42*	58.87*	149.15	78.50*	70.65*
Employee w/two or more dependents		189.71	65.42*	124.29*	227.65	78.50*	149.15*
DELTA CARE- Employee only Grp. #71691-0047	9/22	20.59	20.59	0.00	24.71	24.71	0.00
Employee w/one dependent		34.00	34.00*	0.00	40.80*	40.80*	0.00*
Employee w/two or more dependents		50.29	50.29*	0.00	60.35*	60.35*	0.00*
			*PRORATE to $65.42			*PRORATE to $78.50	
VSP #30091469	7/24						
Employee w/dependent coverage		18.41	18.41*	0.00	22.09	22.09*	0.00
UNUM LIFE INSURANCE Policy #801342	9/17						
($25,000 + $5,000/dep)		5.57	5.57	0.00	6.68	6.68	0.00
EMPLOYEE ASSISTANCE PROGRAM	7/23	2.42	2.42	0.00	2.90	2.90	0.00
UNUM DISABILITY	9/17	.97%	.97%	0.00	varies	varies	0.00
RETIREMENT- CalPERS PEPRA RETIREMENT- CalPERS CLASSIC	7/24 7/24		27.05% 27.05%			27.05% 27.05%	8.0% 7.0%
MEDICARE	1/93		1.45%			1.45%	1.45%
OASDI	1/95		6.2%			6.2%	6.2%
UNEMPLOYMENT INSURANCE	7/24		.05%			.05%	
WORKERS' COMPENSATION	7/24		1.471%			1.471%	

Note: * Rates shown are for full-time employees and are prorated according to FTE; you can find 2024-25 prorated calculation sheets on Full Benefits site

May 17, 2023

TENTATIVE AGREEMENT
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT ("District")
and
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and it's American River Chapter #528 (together "CSEA")
Comprehensive & Transportation Units
(2021/2022 Reopener)

This Tentative Agreement is between the Folsom Cordova Unified School District ("District") and the California School Employees Association, and its American River Chapter #528 ("CSEA"). The District and CSEA are parties to a collective bargaining agreement ("CBA") which expires June 30, 2023.

The Parties bargained for the 2021/2022 school year and reached the following agreements:

1. **Contract Language:**

   a. Article 9 – Other Terms and Conditions of Employment shall be revised as shown on Attachment 1.

   b. Article 12 – Annual Leave / Vacation shall be revised as shown on Attachment 2.

This shall fully and finally resolve negotiations for the 2021/2022 school year. There shall be no reopeners for the 2022/2023 school year.

FOR THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its American River Chapter #528

By: _____
Rob Corn, CSEA President, Chapter 528

Date: May 17, 2023

By: _____
Dominic Gualco, CSEA Representative

Date: 5/19/23

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent, Human Resources

Date: 5-17-23

Initials:

CSEA: RC

District: DO

CSEA 2022-2023 Tenatative Agreement 2021-2022 Reopeners

00228046.7

MEMORANDUM OF UNDERSTANDING

Between the

FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

And the

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER #528 (together "CSEA")

New Employee Orientation

The California School Employees Association, and its American River Chapter #528 (together "CSEA" or "Association"), and the Folsom Cordova Unified School District are parties to a collective bargaining agreement ("CBA") which expires 6/30/23. The Parties met to bargain the impacts and effects of AB 119 regarding new employee orientation and reached agreement to place the following language in the CBA at Article 6 – Agency Fee/Employee Rights.

COMMENTS

AB 119 (2017) adds sections 3555-3559 to the Government Code and amends the Public Records Act at Government Code Section 6254.3. It requires that, absent a waiver by CSEA, the District is required to (1) give CSEA 10 days' notice of every orientation session absent an urgent critical unforeseen need, (2) provide CSEA with access to new hires during any orientation session, (3) provide CSEA with contact information on new hires within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, and (4) also provide CSEA with a list of all employees' names and contact information every 120 days.

1. **DISTRICT NOTICE TO CSEA OF NEW HIRES**

   a) The District shall provide CSEA notice of any newly hired employee within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, via an electronic mail. The notice will include the following information: full legal name, date of hire, classification, and site.

2. **ONBOARDING VIDEO**

   a) The District will embed a video provided by CSEA to be viewed by all new classified employees as a part of the on-line onboarding process. The District shall also include a welcome letter provided by CSEA and links to an electronic copy of the CSEA membership application and to the CSEA website.

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 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.

1. "Contact information" is defined as: First Name, Middle Initial, Last Name, Suffix (e.g. Jr., III), classification, department, primary worksite, home street address (including apartment number), city, state, zip code (5 or 9 digits), home telephone, work telephone, and personal cellular number (10 digits), personal email address, Employee ID, last 4 numbers of the Social Security number, hire date, and CalPERS status via a separate report if available (Y/N)

2. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. The FTP site and login information will be provided to the District by CSEA.

3. Only personal information provided to the District by the employee will be provided.

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

c) In the event no one is hired on any particular month, the District shall send an e-mail CSEA confirming that they did not hire any new staff that month.

d) Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members names and contact information (as defined in 3(b)(1) of this Agreement) on the last working day of September, January, and May.

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.

b) District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

c) The District shall conduct mandatory monthly group orientations each month during the school year. The District shall provide CSEA a list of meeting dates and times in at the beginning of each fiscal year (July).

d) CSEA shall have forty-five (45) minutes of paid release time for up to four (4) CSEA representatives, including the Chapter President or designee, to conduct the orientation sessions. Each new employee shall have thirty' (30) minutes of paid release time for the orientation session. Said release time shall be in addition to reasonable travel time for both CSEA representatives and participating new employees. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

e) All employees will be mandated to attend the first monthly orientation after they are hired. Should extenuating circumstances prevent a new employee from attending group orientations within two months after their first day in paid service, the District shall provide CSEA thirty (30) minutes of paid release time for one (1) CSEA representative to conduct one-on-one orientations with new

employee. Said release time shall be in addition to reasonable travel time. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

f) The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

g) During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

5. **GENERAL**

This Agreement shall sunset on June 30, 2025. The teams mutually agree to meet six (6) months prior to the sunset of this agreement to review efficacy of the MOU.

a) Savings Clause: If any provision of this MOU is held invalid by operation of law or by any court of competent jurisdiction or by a decision of the Public Employees Relations Board, the remainder of this MOU shall not be affected thereby.

Rob Thomas	7/27/2022
Rob Thomas, for CSEA, Chapter #528	Date
Dominic Gualco	7/25/2022
Dominic Gualco, CSEA Labor Representative	Date
	7-22-2022
Donald Ogden, for Folsom Cordova USD	Date

FCUSD Board Approved: 8/11/2022 CSEA Board Ratified:_____

MEMORANDUM OF UNDERSTANDING #10
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER #528 ("CSEA")
Mandatory Professional Development Training
2024/2025 School Year

This Memorandum of Understanding ("MOU") is agreed to between the Folsom Cordova Unified School District ("District") and the California School Employees Association, and its American River Chapter #528 (Comprehensive Unit) ("CSEA"). Collectively, the District and CSEA will be referred to as "the Parties."

A. Specified Classifications

The District and CSEA have collaborated to provide two (2) - six (6) hour Mandatory Professional Development Days for specified classified staff in the 2024/2025 school year, as follows.

1. **Dates**
   a. August 7, 2024
   b. October 14, 2024

2. **Eligible Classifications**
   a. Behavior Support Aides
   b. Bilingual Instructional Assistants
   c. Campus Monitors
   d. Elementary Paraeducators
   e. Expanded Learning
   f. Food Service
   g. Health Assistants/LVNs
   h. Library Clerks
   i. Parent Coordinators
   j. Preschool Associate Teachers
   k. Transportation

B. Instructional Assistants and Paraeducators – Moderate/Severe

The District and CSEA have collaborated to provide Mandatory Professional Development Days for instructional assistants and Paraeducators – Moderate/Severe.

1. Four (4) - six (6) hour Mandatory Professional Development Days:
   a. August 5 and 6, 2024: De-escalation training
   b. August 7, 2024: School site workday
   c. October 14, 2024: Training topics to be determined

2. Mandatory one (1) hour monthly trainings on Evidence Based Practices will occur on the following Thursdays:
   a. August 22, 2024
   b. September 26, 2024
   c. October 24, 2024
   d. November 21, 2024

e. January 23. 2025
f. February 27, 2025
g. March 27, 2025
h. April 24, 2025

C. Payment

1. Employees will be compensated for any hours over their contracted hours.

2. When compensation is due, unit members shall be paid their hourly rate of pay. If an employee has more than one position, the employee shall be paid at their highest rate of pay.

D. Sunset

This one-year MOU is paid with one-time funds and shall sunset on June 30, 2025.

FOR THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, and its American River Chapter #528 (Comprehensive Unit)

By: _____
Rob Corn, CSEA President

Date: 2/5/24

By: _____
Joel Rogers, CSEA Representative

Date: 02/05/2024

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____
Donald Ogden, Associate Superintendent, Human Resources

Date: 2/2/2024

CSEA Board Ratified: _____

FCUSD Board Approved: 02/15/2024

Memorandum of Understanding # 14
between the
FOLSOM CORDOVA UNIFED SCHOOL DISTRICT ("District")
and the
California School Employees Association and its American River Chapter No. 528
(together "CSEA")
Comprehensive & Transportation Units
Date: November 29, 2023

The above parties have met and negotiated the decision, impacts, and effects relating to Education Code 45500 and the Classified School Employee Summer Assistance Program (CSESAP) for 2024-2025.

Classified School Employee Summer Assistance Program

1. The Employer agrees to participate in the CSESAP and extend this salary benefit option to the bargaining unit.
2. By no later than January 1, 2024, the Employer shall provide notice to all bargaining unit members which shall include the following:

   a. A description of the Classified School Employee Summer Assistance Program;
   b. Details about eligibility for the program, including;

      i. the bargaining unit member must have been employed with the LEA for at least one year at the time the bargaining unit member elects to participate;

      ii. the bargaining unit member is employed by the LEA in their regular assignment for 11 months or fewer out of a 12-month period, excluding any hours worked outside of their regular assignment (A "month" means 20 days or four weeks of 5 days each, including legal holidays.); and,

      iii. the regular annual pay the bargaining unit member receives directly from the district in their regular work assignment is $62,400.00 or less for an entire school year at the time of enrollment. (For the purposes of determining regular annual pay, exclude any pay received by the bargaining unit member during the previous summer recess period.)

   c. All timelines for the program as follows:

      i. By January 1, 2024, the LEA must notify the bargaining unit members that the LEA has elected to participate in the program for the next school year.

      ii. By March 1, 2024, any bargaining unit member who wishes to participate, must notify the LEA, using a form developed by the CDE, that the bargaining unit member wishes to participate in the program for the 2024-2025 school year. The bargaining unit member may elect to have up to 10% of their monthly pay withheld during the school year. The bargaining unit member

must specify (1) the amount to be withheld from the monthly paychecks, and (2) whether they wish to have the withheld amounts paid out during the summer recess period in one or two payments.

iii. By April 1, 2024, the LEA must notify the CDE that it has elected to participate in the program, using a form developed by the CDE. The LEA must specify (1) the number of bargaining unit members who are participating, and (2) the total estimated amount to be withheld from the bargaining unit member paychecks for the 2024-2025 school year.

iv. By May 1, 2024, the CDE will notify participating LEAs in writing of the estimated amount of state match funding that a participating bargaining unit member can expect to receive. If the $60,000,000 funding and any available funding from prior fiscal years is insufficient to provide one dollar for each one dollar that has been withheld from the bargaining unit members' paychecks, the CDE must notify the LEAs of the expected prorated amount of state match funds that each classified bargaining unit member could expect to receive.

v. By June 1, 2024, the LEAs must notify the participating bargaining unit members as to the estimated amount of state match funds the bargaining unit member could expect to receive.

vi. After receiving the notification, and no later than 30 days after the start of the school year, the bargaining unit member may (1) withdraw their election to participate in the program, or (2) reduce the amount to be withheld from their paycheck.

vii. The LEA must then deposit the amounts withheld from participating bargaining unit members' monthly paychecks according to each bargaining unit member's choices, in an account within its general fund known as the Classified School Employee Summer Assistance Program Fund, during the 2024-2025 school year.

viii. If any bargaining unit member separates from employment during the 2024-2025 school year, the bargaining unit member is entitled to any pay withheld from their paycheck pursuant to this program; however, a bargaining unit member who upon separation from employment requests the withheld amount be returned is not entitled to receive any state match funds.

ix. A bargaining unit member who experiences a personal or financial hardship during the 2024-2025 school year may elect to end participation in the CSESAP and request to be immediately paid out any pay withheld from their paycheck pursuant to this program; however, the bargaining unit member is not entitled to receive any state match funds. Payment of any withheld funds

shall occur no later than the next pay warrant cycle after the bargaining unit member has made a hardship request.

x. On or before July 31, 2025, the participating LEAs must request payment from the CDE, on a form developed by the CDE, for the amount of the bargaining unit member pay that has been deposited in the Program Fund.

c. Bargaining unit members shall be made aware the money will be paid during summer recess.

3. A bargaining unit member may withdraw from *further* participation in the program after the start of the 2024-2025 school year will be refunded any contributions made and will not be entitled to matching funds.

Agreed on 12/5, 2023.

By: _____ Date: 12/05/23

President CSEA (Chapter 528)

By: _____ Date: 12/13/23

CSEA Labor Representative

By: _____ Date: 12/05/2023

Associate Superintendent

CSEA Board Ratified: _____ FCUSD Board Approved: _____

MEMORANDUM OF UNDERSTANDING #18
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER No. 528 (CSEA)

BUS DRIVER INSTRUCTOR
MARCH 20, 2024

This Memorandum of Understanding ("MOU") is agreed to between the Folsom Cordova Unified School District ("District") and the California School Employees Association, and its American River Chapter No. 528 (CSEA). Collectively, the District and CSEA will be referred to as "the Parties."

The District created a Bus Driver Instructor classification. The parties have negotiated, to the extent required by law, regarding the Bus Driver Instructor (BDI) classification. The District would like to promote from within the Transportation Department, but no current employee is qualified to accept the position. Therefore, the Parties agree as follows:

1. The District will select no more than three (3) internal applicants from the Transportation Department (Applicant) to be trained for up to three (3) position in the classification of BDI.
2. Each Applicant will be trained by the Director of Transportation (Director). The Applicant shall receive out-of-class pay as a BDI for all such training time.

3. During the course of this training, the Director will determine whether the Applicant will progress to the California State Certified Bus Drive Instructor Certificate Program (Program). Passage of the Program is required in order to qualify for the BDI position.
   a. The Applicant must pass the Program within 12 months of their selection date (see paragraph 1 above).
   b. Each Applicant may attempt to pass the program up to two (2) times. The District shall pay for the cost of the Program.

4. After completion of the program, the applicants will go through the interview process as set forth in the CBA.

   The selected Applicant will be placed in the classification of BDI on the date upon which the District receives written notification of the Applicant's passage of the Program. The Applicant's probationary period shall follow 9.3.2. except that all out-of-class work as a BDI shall count toward the probationary period.

5. The BDI shall meet all requirements of the California Department of Education Bus Driver Instructor guidelines. See Attachment 1 for current guidelines.

6. This MOU shall expire on July 1, 2025. This MOU shall fully and finally resolve all bargaining for the Bus Driver Instructor classification.

Cost TBD by General Fund.

For CSEA, Chapter 528 — Date 4/2/2024

For Folsom Cordova Unified School District — Date 4-1-2024

CSEA Labor Relations Representative — Date 04/02/2024

Board Approved: 5/16/2024

CSEA Ratified: 4/24/2024

MEMORANDUM OF UNDERSTANDING #21
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER No. 528 (CSEA)

Mandatory Professional Development Training - Additional Classifications
2024/2025 School Year
May 15, 2024

This Memorandum of Understanding ("MOU") is agreed to between the Folsom Cordova Unified School District ("District") and the California School Employees Association, and its American River Chapter No. 528 (CSEA). Collectively, the District and CSEA will be referred to as "the Parties."

A. Operational Issues

1. Prior MOUs

a. On February 05, 2024, the Parties entered into an Agreement to provide Mandatory Professional Development Days (MOU #10).

b. On April 24, 2024, the Parties entered into MOU #11 & #15 which moved the classifications of Health Assistants and Expanded Learning Assistants/Team Associates from 9.5 months to 9.75 months.

B. Purpose of this MOU

1. Additions

The District has determined that additional classifications should attend the mandatory training.

2. Modifications

Should MOU #11 & #15 be ratified, Health Assistants and Expanded Learning Assistants/Team Associates MOU #10 shall not apply to them. Instead, they will be released from their position(s) to attend the training on paid time. To the extent that training time exceeds their regular hours, they shall be paid on time card.

C. Preschool Instructional Assistants

The District and CSEA have collaborated to provide two (2), six (6) hour Mandatory Professional Development Days for Preschool Instructional Assistants in the 2024/2025 school year. Those dates shall be August 7, 2024 and October 14, 2024.

B. Special Education

The District and CSEA have collaborated to provide Mandatory Professional Development Days for Special Education classifications.

1. Four (4), six (6) hour Mandatory Professional Development Days:
   a. August 5 and 6, 2024: De-escalation training
   b. August 7, 2024: School site workday
   c. October 14, 2024: Training topics to be determined

2. Mandatory one (1) hour monthly trainings on Evidence Based Practices will occur on the following Thursdays:
   a. August 22, 2024
   b. September 26, 2024
   c. October 24, 2024
   d. November 21, 2024
   e. January 23, 2025
   f. February 27, 2025
   g. March 27, 2025
   h. April 24, 2025

3. Eligible Classifications
   a. Transition Assistants
   b. Behavior Support Assistants
   c. Behavior Specialists

C. Payment

1. Employees will be compensated for any hours over their contracted hours.

2. When compensation is due, unit members shall be paid their hourly rate of pay. If an employee has more than one (1) position, the employee shall be paid at their highest rate of pay.

D. Sunset

This one-year MOU is paid with one-time fitnds and shall sunset on June 30, 2025.

E. Cost Estimates:
Preschool Instructional Assistant - $7,200
Special Education Classifications - $ 68,800 + $25,590 = $94,390

For CSEA, Chapter 528 — Date 5/22/24

For Folsom Cordova Unified School District — Date May 22, 2024

CSEA Labor Relations Representative — Date 05/22/2024

CSEA Board Ratified: 06.07.2024 FCUSD Board Approved: 06.20.2024

MEMORANDUM OF UNDERSTANDING #25
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER No. 528 (CSEA)

Nonstop Wellness: New Medical Benefit Plans for 2025
for Existing Employees in 2023-2024
May 15, 2024

This Memorandum of Understanding ("MOU") is agreed to between the Folsom Cordova Unified School District ("District") and the California School Employees Association, and its American River Chapter No. 528 (CSEA). Collectively, the District and CSEA will be referred to as "the Parties."

For the 2024 Health Benefits Open Enrollment, the Folsom Cordova Unified School District Benefits Committee has recommended changes to the medical plans offered due to unprecedented premium increases.

The parties have met, negotiated, and agreed to the following:

A new plan with each of the three (3) carriers (Kaiser, Sutter Health, and Western Health) will be created through Nonstop Wellness. The Nonstop Wellness plans will offer premium savings to Copay plan enrollees with similar level of coverage. For High Deductible Health Plan (HDHP) enrollees, this change will increase the premiums but eliminate deductibles and out-of-pocket costs (the exception is Kaiser).

The following plan will be in place for the 2024-2025 school year until a cap can be negotiated for the 2025-2026 school year.

Eligible Employees will receive payments to offset premium increases for HDHP enrollees and provide overall cost relief to new and Copay enrollees.

1. An Eligible Employee is someone who is enrolled in an HDHP that is in effect as of June 1, 2024. If an employee was to change to a different plan with one of the three (3) carriers (Kaiser, Sutter Health, or Western Health) or move from single to family, no additional adjustment to the payment will occur as payments are based on plan enrollment in the medical plan that is in effect as of June 1, 2024.

2. Eligible Employees will qualify for a one-time payment equal to the cost increase of the Nonstop premium. The amount of the payment is based upon plan enrollment level that is in effect as of June 1, 2024 (see table 1).

The one-time payment will be paid in three (3) equal installments.

One-Time Medical Payment - Table 1				
Coverage Type	**Annual Payment**	**September installment**	**November Installment**	**January Installment**
KP HDHP High Single	$2,315	$771.67	$771.67	$771.66
KP HDHP High Family	$6,019	$2,006.33	$2,006.33	$2,006.34
KP HDHP Low Single	$3,012	$1,004.00	$1,004.00	$1,004.00
KP HDHP Low Family	$7,622	$2,540.67	$2,540.67	$2,540.66
SHP HDHP High Single	$996	$332.00	$332.00	$332.00
SHP HDHP High Family	$2,592	$864.00	$864.00	$864.00
SHP HDHP Low Single	$1,572	$524.00	$524.00	$524.00
SHP HDHP Low Family	$3,936	$1,312.00	$1,312.00	$1,312.00
WHA HDHP Single	$753	$251.00	$251.00	$251.00
WHA HDHP Family	$2,410	$803.33	$803.33	$803.34

3. Current employees enrolled in a Copay medical plan with each of the three (3) carriers (Kaiser, Sutter Health, and Western Health) that is in effect as of June 1, 2024, will qualify for an All Copays/Current Employee newly enrolled Single or All Copays/Current Employee newly enrolled Employee Family one-time payment depending on the plan enrollment type (single/family). See table 2.

4. Current Employees that newly enroll in medical coverage for 2024-2025 will qualify for an All Copays/Current Employee newly enrolled Single or All Copays/Current Employee newly enrolled Employee Family one-time payment depending on the plan enrollment type (single/family). See table 2.

5. The one-time payment will not be prorated based upon FTE. Applies to tables 1 and 2.

One-Time Medical Payment - Table 2				
Coverage Type	**Annual Payment**	**September Installment**	**November Installment**	**February Installment**
All Copays/Current Employee newly enrolled Single	$600	$200	$200	$200
All Copays/Current Employee newly enrolled Employee Family	$1,200	$400	$400	$400

Qualification and Implementation

This one-time payment will be split into three (3) equal installments. To qualify for an installment, the employee must be actively enrolled in a medical plan based upon the timeline below. If an employee is not actively enrolled during one of the required dates, they will not receive the installment for that period. Each installment is subject to all state and federal taxes and applicable retirement deductions, to be included with end of month pay.

Date Employee Must Be Actively Enrolled in a Medical Plan	Date of Installment
September 13, 2024	September 30, 2024 - 1/3 of Annual Total Payment
November 13, 2024	November 29, 2024 - 1/3 of Annual Total Payment
February 13, 2025	February 28, 2025 - 1/3 of Annual Total Payment

Costs/Funding Sources and Additional Information

Cost is estimated at $2,325,754 (for both MOU's). The amount is based on employee medical enrollment as of March 2024. The actual cost will be based on plan enrollment that is in effect as of June 1, 2024. Funding for this would be paid from the Art, Music, Instructional Material Block Grant (Resource 6762). This is an allowable cost of the grant within item #4, operational costs, including retirement and health care cost increases.

The District will be creating a Medical Expense Reimbursement Plan (MERP). This MERP will be in a fiduciary account with Nonstop under the name of the District. The District agrees, if funds are withdrawn from the MERP for any reason other than the reimbursement of employee medical expenses, the funds will be used for the purpose of current employee medical benefits. Any withdrawal from this account is received at only 2/3 of the balance per the agreement with Nonstop, or the entire balance can be rolled over annually at no cost. CSEA will be notified if the MERP is used for other purposes or upon termination of the contract with Nonstop.

This shall fully and finally resolve all bargaining for Benefits, through the 2024-2025 school year. Negotiations for benefits and compensation for the 2025-2026 will remain open. This MOU shall be in effect July 1, 2024.

For CSEA, Chapter 528 — Date 5/22/24

For Folsom Cordova Unified School District — Date May 22, 2024

CSEA Labor Relations Representative — Date 05/22/2024

CSEA Board Ratified: 06.07.2024 FCUSD Board Approved: 06.20.2024

MEMORANDUM OF UNDERSTANDING #26
between the
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and the
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER No. 528 (CSEA)

Nonstop Wellness: New Medical Benefit Plans for 2025
for New Employees hired in 2024-2025
May 15, 2024

This Memorandum of Understanding ("MOU") is agreed to between the Folsom Cordova Unified School District ("District") and the California School Employees Association, and its American River Chapter No. 528 (CSEA). Collectively, the District and CSEA will be referred to as "the Parties."

For the 2024 Health Benefits Open Enrollment, the Folsom Cordova Unified School District Benefits Committee has recommended changes to the medical plans offered due to unprecedented premium increases.

The parties have met, negotiated, and agreed to the following:

A new plan with each of the three (3) carriers (Kaiser, Sutter Health, and Western Health) will be created through Nonstop Wellness. The Nonstop Wellness plans will offer premium savings to Copay plan enrollees with similar level of coverage. For High Deductible Health Plan (HDHP) enrollees, this change will increase the premiums but eliminate deductibles and out-of-pocket costs (the exception is Kaiser).

The following plan will be in place for the 2024-2025 school year until a cap can be negotiated for the 2025-2026 school year.

New employees hired in 2024-2025 will receive payments to offset premium increases for HDHP enrollees and provide overall cost relief to new and Copay enrollees.

1. An Eligible Employee is a new employee hired to start in 2024-2025 that enrolls in a plan effective July 1, 2024 forward.

2. This group of eligible Employees will qualify for a one-time payment to help offset the premium increases.

The one-time payment will be paid in three (3) equal installments.

3. New Employees that are enrolled in medical coverage for 2024-2025 will qualify for a New employee enrolled in Single or New employee enrolled in Family one-time payment depending on the plan enrollment type (single/family). See table 1.

4. The one-time payment will not be prorated based upon FTE. Applies to table one (1).

One-Time Medical Payment - Table 1				
Coverage Type	**Annual Payment**	**September Installment**	**November Installment**	**February Installment**
New employee enrolled in Single	$600	$200	$200	$200
New employee enrolled in Family	$1,200	$400	$400	$400

Qualification and Implementation

This one-time payment will be split into three (3) equal installments. To qualify for an installment, the employee must be actively enrolled in a medical plan based upon the timeline below. If an employee is not actively enrolled during one of the required dates, they will not receive the installment for that period. Each installment is subject to all state and federal taxes and applicable retirement deductions, to be included with end of month pay.

Date Employee Must Be Actively Enrolled in a Medical Plan	Date of Installment
September 13, 2024	September 30, 2024 - 1/3 of Annual Total Payment
November 13, 2024	November 29, 2024 - 1/3 of Annual Total Payment
February 13, 2025	February 28, 2025 - 1/3 of Annual Total Payment

Costs/Funding Sources and Additional Information

Cost is estimated TBD dependent on enrollees and new hires (estimate included in the other MOU). The actual cost will be based on plan enrollment as of September 2024, November 2024, and February 2025. Funding for this would be paid from the Art, Music, Instructional Material Block Grant (Resource 6762). This is an allowable cost of the grant within item #4, operational costs, including retirement and health care cost increases.

The District will be creating a Medical Expense Reimbursement Plan (MERP). This MERP will be in a fiduciary account with Nonstop under the name of the District. The District agrees, if funds are withdrawn from the MERP for any reason other than the reimbursement of employee medical expenses, the funds will be used for the purpose of current employee medical benefits. Any withdrawal from this account is received at only 2/3 of the balance per the agreement with Nonstop, or the entire balance can be rolled over annually at no cost. The CSEA will be notified if the MERP is used for other purposes or upon termination of the contract with Nonstop.

This shall fully and finally resolve all bargaining for Benefits, through the 2024-2025 school year. Negotiations for benefits and compensation for the 2025-2026 will remain open. This MOU shall be in effect July 1, 2024.

For CSEA, Chapter 528 — Date 5/22/24

For Folsom Cordova Unified School District — Date May 22, 2024

CSEA Labor Relations Representative — Date 05/22/2024

CSEA Board Ratified: 06.07.2024 FCUSD Board Approved: 06.20.2024

TENTATIVE AGREEMENT
between
FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT
and
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER No. 528 (CSEA)
11/17/23

This Agreement is made and entered into between The Folsom Cordova Unified School District (District) and the Classified School Employees Association and its American River Chapter #528 (CSEA). This successor agreement covers the period of July 1, 2023, to June 30, 2026.

A. COMPENSATION

1. 2023/2024 School Year

a. Each CSEA-represented employee shall receive an off-schedule, one-time bonus. To qualify for this bonus, the unit member must be in paid status at the time of ratification of this Agreement by both Parties. A unit member who is contracted to work (base hours excluding overtime and extra work) in more than one position shall have their hours added together. This amount shall be paid in February 2024.

i) Unit members who are contracted to work 4 hours per day (.5 FTE) or more and earn less than $40,000 annually will receive a one-time bonus of $1,000.

ii) Unit members who are contracted to work for less than 4 hours per day (.5 FTE) and earn less than $40,000 annually will receive a one-time bonus of $500.

iii) Unit members who earn $40,000 or greater annually will receive a 2.5% off-schedule, one-time bonus.

b. Each cell of the salary schedule shall be increased by 4% ongoing, retroactive to July 1, 2023.

c. Range 1/Step 1 and Range 2/Step 1 will be manually adjusted to $20.00 until such time that future increases to these cells exceed $20, retroactive to July 1, 2023.

2. 2024/2025 School Year

a. Effective July 1, 2024, each cell of the salary schedule shall be increased by 2% ongoing.

b. If the adopted LCFF COLA % for the 2024/2025 school year is 3.94% or higher, each CSEA-represented employee shall receive an off-schedule, one-time bonus as set forth below. A unit member who is contracted to work (base hours excluding overtime and extra work) in more than one position shall have their hours added together.

i) Unit members who are contracted to work 4 hours per day (.5 FTE) or more will receive a one-time bonus of $400.

ii) Unit members who are contracted to work for less than 4 hours per day (.5 FTE) will receive a one-time bonus of $200.

B. TERM

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The Parties agree to a new CBA term of July 1, 2023, through June 30, 2026. Each Party may reopen on salary and benefits and two (2) articles for the 2025/2026 school year per Article 1.1.5.

C. CLOSURE OF NEGOTIATIONS

1. The Parties agree that the following topics will remain open for monetary bargaining

   a. 2023/2024 School Year

      i) Pay adjustment for classifications within the scope of the "Admin and Clerical Series Classification and Compensation Study."

   b. 2024/2025 School Year

      i) Classification and Compensation Study of the Instructional Assistants Series

      ii) Health Benefits.

2. The Parties agree that the following topics will remain open for **non-monetary bargaining**

   a. 2023/2024 School Year

      i) Articles 1,6,7,8,11,12,13

   b. 2024/2025 School Year

      i) Two articles per 1.1.5.

3. Other than as set forth above, this shall fully and finally resolve all monetary bargaining through June 30, 2025.

FOR THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION #528

By: _____

Date: 12/13/23

FOR THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT

By: _____

Date: 12/13/23

FOR THE CALIFORNIA SCHOOL EMPLOYEE ASSOCIATION #528

By: _____

Date: 12/13/23