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TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 630
AND
MENLO PARK CITY SCHOOL DISTRICT

2024-2025 REOPENER NEGOTIATIONS

The California School Employees Association and its Chapter 630 ("CSEA") and the Menlo Park City School District ("District") have reached tentative agreement on changes to the Collective Bargaining Agreement as part of the 2024-2025 reopener negotiations. The changes are as follows:

ARTICLE VII - HOLIDAYS

A. All unit members who are a part of the classified service shall be entitled to the following paid holidays provided they are in a paid status during any portion of the workday immediately preceding or succeeding the holiday:

1. Independence Day
2. Labor Day
3. Veterans Day
4. **Indigenous Peoples' Day / Columbus Day (effective July 1, 2025)**
4.5. One half day prior to Thanksgiving **or the day prior to Winter Recess,** **provided it is a minimum day for students**
5.6. Thanksgiving Day
6.7. Friday after Thanksgiving
7.8. Christmas Eve Day
8.9. Christmas Day
9.10. New Year's Eve Day
10.11. New Year's Day
11.12. Martin L. King Birthday
12.13. President's Day
13.14. An additional District designated President's Day (Lincoln and Washington's Birthdays)
14.15. Thursday of Spring Recess (in lieu of Admission Day)
15.16. Friday of Spring Recess
16.17. Memorial Day
17.18. Juneteenth

B. All days appointed by the Governor for a public fast, thanksgiving, **day of mourning,** or holiday and all special or limited holidays, in which the Governor provides that the schools shall close, shall be a holiday for unit members. Any day declared by the President as a public fast, thanksgiving or holiday, unless it is a special or limited holiday, and any day declared a holiday

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~~by the Governing Board shall be a holiday for unit members. Days of a student or certificated unit member recess shall not be provided as holidays for classified unit members who are normally required to work during that period provided, however, that this shall not be construed as affecting vacation rights under this Agreement.~~

B. All days appointed by the Governor of the State of California as public holidays, including days of public fast, thanksgiving, mourning, or other holidays—whether general, special, or limited—on which the Governor provides that schools shall be closed, shall be recognized as paid holidays for all unit members.

Any day proclaimed as a public fast, thanksgiving, day of mourning, or holiday by the President of the United States, unless designated as a special or limited holiday, shall also be recognized as a paid holiday for all unit members. In addition, any day declared a holiday by the Governing Board shall be a paid holiday for unit members.

Recess periods for students or certificated unit members shall not be considered paid holidays for classified unit members who are normally scheduled to work during such periods. This provision shall not be construed to affect the vacation rights of classified unit members as provided elsewhere in this Agreement.

ARTICLE VIII - LEAVES

O. Necessity Leave

1. Unit members may use up to ~~seven (7)~~**nine (9)** days of accrued sick leave per year, for the following reasons:

a) Death of a member of the immediate family as defined in Section VIII E above, when additional leave is required beyond that which is provided under bereavement leave.

b) Accident involving the unit member's person or property, or the person or property of a member of the unit member’s immediate family, as defined under bereavement leave.

c) Serious or critical illness of a member of the unit member’s immediate family, as defined under bereavement leave, requiring the unit member’s absence from work.

d) Appearance in any court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. Five (5) days advance notice shall be given by the unit member whenever possible.

e) Advance approval of personal necessity leave under circumstances described in Section O is not required, but the unit member shall notify the District of the need for the leave in accordance

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with standard practices. The District may require verification of the reason for personal necessity leave following the unit member's return.

f) Religious leave: providing at least a two (2) week notice has been given to the immediate supervisor.

ARTICLE X - HEALTH AND WELFARE

A. Medical Insurance: CalPERS Plans

1. The District will pay the basic monthly minimum payment to CalPERS required by Section 22892 of the Government Code as long as the District participates in the CalPERS Medical Program, and the law requires this payment.

2. The District will contribute to each full time (8 hour per day, 1.0FTE) unit member for medical, dental and vision insurance, on an individual basis. The district will contribute up to the following maximum total amounts per full time unit member and dependents toward the premiums of the insurance programs listed in Sections A, B, and C (medical, dental, and vision).

Effective January 1, 2025:

a) ~~$13,077.72~~**$14,089.56*** for those enrolled in single medical programs

b) ~~$13,583.04~~**$14,089.56*** for those enrolled in two-party medical programs

c) ~~$15,317.04~~**$15,826.08** for those enrolled in family medical programs

***This dollar amount reflects 100% of the sum of Kaiser, Delta, and VSP employee-only premiums.**

ARTICLE XIV - SALARY

A. Salary Schedules

1. Increases for 2023-2024 and 2024-2025

1**.1** Salary schedules reflecting the salary or wage for each classification are attached as Appendix A to this contract. Effective July 1, 2023, the CSEA bargaining unit shall receive a two percent (2%) on schedule increase to the salary schedule for all employees active in the 2023-2024 year. The 2% salary increase shall be retroactive to July 1, 2023. The Paraeducator I classification shall be placed on Range 9 effective July 1, 2023. The Paraeducator II classification shall be placed on Range 9 effective July 1, 2023 and then upgraded to Range 11 effective July 1, 2024. All paraeducators shall receive

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wages at Range 9 retroactive to July 1, 2023. Paraeducators who have served in an assignment that qualifies as a Paraeducator II position for at least 75 working days in the 2023-2024 as of April 15, 2024 shall receive a one-time payment of $1,580. The $1,580 payment shall be halved to $790 for those unit members working less than 6 hours. Effective July 1, 2024, paraeducators serving in Paraeducator II positions shall be compensated at Range 11.

1.2 Effective July 1, 2024, the CSEA bargaining unit shall receive a three and one half percent (3.5%) increase to the salary schedule.

2. If any other bargaining unit or employee group should receive an increase in total compensation greater than the CSEA bargaining unit, CSEA shall receive the greater amount.

[Sections B through F shall remain unchanged]

G. Mandatory Training

1. **Supervisors shall schedule the work time necessary for all mandatory trainings and shall direct the unit members on when to complete the annual mandatory trainings. Supervisors shall also provide a distraction-free environment for unit members to work on mandatory trainings.**

2. **Mandatory training shall not count towards any professional development mandated in Article XX.**

3. **Any time spent on mandatory trainings will be paid at the member's regular rate, unless it is during overtime hours. Wherever possible, members will be given time during their regular work hours to complete these trainings. Should this not be possible, then time outside of their regular contracted hours may be authorized (i.e. over the summer for less-than-12-month employees) and will be paid at their regular rate, unless hours extend into overtime as pre-authorized.**

4. **Overtime hours can be used for these trainings when all other options have been exhausted, and will be paid at three (3) times the unit member's regular rate of pay.**

5. **The District shall notify supervisors and unit members that training is to be completed during regular working hours whenever possible and that overtime hours may be authorized if needed.**

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ARTICLE XX - PROFESSIONAL DEVELOPMENT

~~A. The District is responsible to provide all unit members an equivalent of two days of professional development (PD) for training that is relevant to the unit members job duties and classification.~~

~~B. In addition to the provision in Section A above, the District shall allocate at least $15,000 (fifteen thousand) annually for the professional development of classified bargaining unit members. An individual unit member may access this fund to participate in PD opportunities that are eligible under the terms determined by a Professional Development Committee as outlined in Section C below.~~

~~C. The District and CSEA agree to the formation of a Professional Development Committee to meet at least annually at the start of the school year, beginning in the 2022-2023 year. The Committee shall be composed of two (2) representatives appointed by CSEA leadership and two (2) representatives appointed by the District and shall be facilitated by the Director of Human Resources. The Committee will be responsible for managing a fund for professional development with the following goals:~~

~~1. Publish a list of available, relevant professional development opportunities for all members by classification.~~
~~2. Determine the process whereby members can apply for relevant professional development. The process shall provide fair and equitable access to unit members.~~
~~3. Review and approve PD requests throughout the year as needed.~~
~~4. Work with the various departments to get communication out to members about professional development opportunities.~~
~~5. Collect data and feedback about participation in this process, and to publish a report at the end of the school year.~~

~~D. This Article shall be opened as part of the 2024-2025 negotiations. The parties commit to having representatives meet at least four (4) times in the 2024-2025 school year with the goal of producing recommended contract language for the bargaining teams to consider no later than December 31, 2024. The participants shall include at least two (2) representatives from the District and at least two (2) from CSEA. The recommendation should include a plan to allow unit members to earn educational credits to enhance their skills and earnings.~~

A. <u>Purpose: The purpose of professional development (PD) is to encourage employees to become lifelong learners, informed and active citizens who are positive role models and who are knowledgeable, self-directed members of the workplace. PD is designed to provide classified employees with opportunities to improve their skills for their career in the District.</u>

B. <u>The District is responsible for providing all unit members with an equivalent of two days of PD for training that is relevant to unit members' job duties and classifications.</u>

C. <u>Eligibility: All permanent classified unit members shall be eligible to participate in all PD programs.</u>

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D. Professional Development Options: In addition to the annual two days of District-provided PD, there are two professional growth options: The professional growth fund ($15,000) and the professional growth increment option.

E. **Professional Development Committee: The Professional Development Committee (PDC) shall meet as needed, at least once annually. The PDC shall be composed of two (2) representatives appointed by CSEA leadership and two (2) representatives appointed by the District and shall be facilitated by the Director of Human Resources. Efforts shall be made to maintain the committee membership for the duration of the fiscal year.**

1. **The PDC will be responsible for managing Professional Growth Fund with the following goals:**
   - i. **Publish a list of available, relevant professional development opportunities for all members by classification.**
   - ii. **Determine the process whereby members can apply for relevant professional development and publish the process on the District website. The process shall provide fair and equitable access to unit members.**
   - iii. **Review and approve PD requests throughout the year as needed.**
   - iv. **Work with the various departments to get communication out to members about professional development opportunities.**
   - v. **Collect data and feedback about participation in this process, and to publish a report at the end of the school year.**
2. **The PDC will be responsible for managing the Professional Development Increment program, with the following goals:**
   - i. **Design and publish the process whereby members can apply for and participate in the Professional Development Increment program.**
   - ii. **Develop and publish the qualifying criteria for this program.**
   - iii. **Review applications from members who wish to participate in this program within ten (10) working days of any applications.**
   - iv. **Meet at least annually to update processes as needed.**

F. Professional Development Growth Fund: The District shall allocate a minimum of $15,000 (fifteen thousand) annually for the professional development of classified bargaining unit members. An individual unit member may apply to access this fund to participate in PD opportunities that are eligible under the terms determined by the PDC as outlined in Section E above.

G. Professional Development Increment Option:

1. **Professional growth seminars, workshops, or conferences paid for by the District are not eligible for the Increment Option.**
2. **Each increment earned through this program shall consist of successful completion of eight (8) semester units or twelve (12) quarter units. (Grade of "C" or better, pass designation, or certificate of completion).**
3. **For each increment earned, a unit member shall receive a one percent (1%) increase to their base salary.**
   - i. **All increments are permanent. Pay increases for increments will commence at the next payroll cycle after the employee submits evidence of meeting the requirements.**

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ii. **A maximum of twelve (12) increments can be earned during an employee's tenure with the District.**

4. **Conversion from quarter to semester units is as follows:**
   i. **Quarter units multiplied by two (2) divided by three (3) equals total semester units.**
      1. **Example:**
         a. **Ten (10) quarter units multiplied by two (2) equals twenty (20), divided by three (3) equals six point sixty seven (6.67) semester units.**
   ii. **Credit for adult education courses, trade school courses, professional growth courses, workshops, conferences, and seminars shall be equated as follows:**

Total Hours in Course(s)	Semester Units Granted
7-14	½
15-22	1
23-29	1 ½
30-36	2
37-44	2 ½
45-51	3
52-59	3 ½
60 +	4

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FOR CSEA

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FOR THE DISTRICT

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