

**AGREEMENT BETWEEN**  
**ROSELAND SCHOOL DISTRICT**  
**AND**  
**CALIFORNIA SCHOOL**  
**EMPLOYEES ASSOCIATION AND ITS**  
**ROSELAND CHAPTER #781**

Term of Agreement  
November 1, 2025 – October 31, 2028  
Updated November 2025

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## ARTICLE 1 - RECOGNITION

- 1.1 This Agreement is made and entered into by and between Roseland Elementary School District, hereinafter referred to as the “District”, and Chapter #781, California School Employees Association, hereinafter referred to as the “Association.”
- 1.2 The Association is the exclusive representative for all those positions in the bargaining unit as listed in the Public Employment Relations Board Certification as agreed to by the parties since the initial certification. The updated list of positions is reflected in Appendix “A”.
- 1.3 Should any new classified positions be added to the District, such positions will be added to the unit, excluding those designated management supervisors and confidential, short term, and substitute employees. Any dispute shall be submitted to PERB for resolution.
- 1.4 Whenever the District creates a new position within the bargaining unit the District shall describe the position’s duties and provide the job description to CSEA. CSEA reserves the right to demand to bargain the job description when appropriate. In any event the District and CSEA agree to negotiate the salary placement of the position on the bargaining unit salary schedule prior to filling the position.

## ARTICLE 2 - ASSOCIATION RIGHTS

- 2.1 Representatives of the Association shall have the right to use school facilities and office equipment for association business provided the facilities and office equipment are not scheduled for educational purposes.
- 2.2 The Association shall reimburse the District for any materials consumed while using District equipment.
- 2.3 The Association president shall receive one (1) copy of Board Meeting Packets.
- 2.4 The Association shall have the right to use bulletin board space at each worksite.
- 2.5 The Association shall have the right to conduct orientation sessions on this Agreement for bargaining unit employees during regular working days, not to exceed two (2) hours annually. These meetings shall be scheduled at a time acceptable to the District.
- 2.6 The Association shall have the right to place material in the mailboxes of unit members.
- 2.7 The Association may use the District mail services, including e-mail and fax, subject to state and federal law and the reasonable rules and regulations of the District.
- 2.8 Staff rooms are available for use by classified employees.
- 2.9 The District shall comply with Government Code Section 3558. The Association shall have the right to designate unit members who shall be limited to necessary paid release time, during the scope of normal work hours, to participate in negotiations, representation of unit members in discipline, new employee orientations, and the investigation and processing of grievances.

### New Employee Orientations

- 2.10 The District will comply with AB 119 and Government Code Section 3556.

### Independent Charter Petition Notification

- 2.11 The District shall notify the CSEA Labor Relations Representative and Chapter President no more than five (5) working days after receiving
1. a petition for a new independent charter school;
  2. a renewal petition; or
  3. a request for a material revision.

The District shall notify the CSEA Labor Relations Representative and Chapter President, prior to the board meeting where the first public hearing is scheduled to take place on the petition, whenever it receives:

1. a petition to establish a new independent charter school;
2. a petition for charter renewal; or
3. a petition for a material revision.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extend of the law. Included in, but not limited to, those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation, determine the curriculum; build, move and/or modify the facilities; develop a budget; develop and implement budget procedures. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate, the discipline employees, and take action on any emergency matter.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms are in conformance with the laws of the State of California.
- 3.3 The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 3.4 The Board of Trustees retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency or natural events over which the parties have no control.

## ARTICLE 4 - ORGANIZATIONAL SECURITY

### Indemnification and Hold Harmless

- 4.1 The Association shall indemnify and hold the District harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the District prior to making any such decision or determination.

### Check Off

- 4.2 CSEA shall have the sole and exclusive right to have membership dues deducted for employees in the classified bargaining unit by the District.

### Membership And Dues Deductions

- 4.3 Dues rates and maximums are determined by the Association's member delegates. The District shall deduct in accordance with the CSEA dues schedule (which CSEA shall provide upon request) dues from the wages of all employees who are members of CSEA on the date of the execution of this agreement, or who are reported by CSEA as members in good standing to the District. The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA.

The District shall distribute CSEA-supplied membership applications to new hires.

The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain the Representative's approval on behalf of the union before processing any revocation request.

The District shall notify the CSEA Labor Relations Representative of any employee request to revoke union membership or discontinue dues deductions.

### Membership Information

- 4.4 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members' Social Security Numbers, personal addresses, personal phone numbers, personal email addresses, personal cellular phone numbers, and status as a union member.

### Hold Harmless

- 4.5 CSEA shall hold the District harmless from any and all claims, demands, and suits, or any other action arising from the District's compliance with the provisions of this Article.

## ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1 Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate supervisor or designated management person.
- 5.2 Definitions:
- 5.2.1 A “grievance” is an allegation by a unit member, or the Association regarding a violation, misapplication or misinterpretation of the specific provisions of this Agreement when such application or violation has adversely affected the unit member.
- 5.2.2 A “day” is a day in which the central administrative office of the District is open for business.
- 5.2.3 The “immediate supervisor” is the lowest level management or supervisory person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances.
- 5.3 Procedure - Level I
- 5.3.1 As soon as an employee knows she/he has a grievance, an employee must ask for an informal conference with their immediate supervisor. The supervisor will schedule a conference within 5 days to discuss concerns with the employee (and a representative if so requested by the employee). If no resolution of the issue occurs at the informal conference then the employee may elect to go to Level I of the grievance procedure.
- 5.3.2 Within thirty (30) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. Such supervisor shall communicate a written decision within five (5) days of receipt of the grievance.
- 5.4 Procedure - Level II
- 5.4.1 If the grievant is not satisfied with the decision at Level I, within ten (10) days after receipt of the Level I response, the grievant may appeal the decision on the appropriate form to the Superintendent or designee. The Superintendent or designee shall communicate, in writing, a decision within five (5) days after receipt of the appeal.
- 5.5 Procedure - Level III
- 5.5.1 If not satisfied with the decision at Level II, the grievant, within ten (10) days after receipt of the Level II response may request in writing that the Association submit the grievance to arbitration.
- 5.5.2 The Association by written notice to the Superintendent or designee within fifteen (15) days of the Level II response, may submit a grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within ten (10) days of the notice, the parties shall request of the California State Mediation/Conciliation Service a list of five (5) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.
- 5.5.3 In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s)

so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments (if requested by the arbitrator), the arbitrator shall submit, in writing, his/her findings and award to the Association and the District. The award of the arbitrator shall be binding.

- 5.5.4 The arbitrator will have no power to add to, subtract from or modify the terms of the agreement or the written policies, rules, regulations, and procedures of the District, nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.
- 5.5.5 The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- 5.5.6 If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator. The fees and expenses of the separate arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

## 5.6 Miscellaneous Provisions

- 5.6.1 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with an appropriate member of management and to have the grievance resolved without intervention or presence of the Association; provided that the resolution is not inconsistent with the terms of this agreement, and provided further, that prior to any agreement on the resolution, the Association has been given ten (10) days in which to study the issues and to state its views.
- 5.6.2 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the specific incident again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits for a specific grievance, however, may be extended by written mutual agreement.
- 5.6.3 Every effort will be made by the parties to settle grievances at the lowest possible level. No reprisals of any kind will be taken by the District against any grievant, any party in interest or any other participant in the grievance procedure by reason of such participation. Within the time limits as specified at Level I and II, upon request, either party will receive a personal conference with the other party.
- 5.6.4 Unit members may select a member of the Association or any official of the Association as a conferee in any matter relating to the provisions of this contract.
- 5.6.5 The grievance files and documents shall be kept separate from existing personnel files of grievant, provided that such separateness shall not be construed as a separate personnel file.
- 5.6.6 The grievance report form is attached as Appendix "C".

## ARTICLE 6 - HOURS AND OVERTIME

### 6.1 Hours

- 6.1.1 The regular workweek for full-time unit members shall consist of forty (40) hours per week and five (5) consecutive days served in units of eight (8) hours, except in cases where the District assigns a unit member to a ten (10)-hour/four (4) day work schedule as permitted by the Education Code.
- 6.1.2 The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in the agreement. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable minimum number of hours.
- 6.1.3 Except for Instructional Assistants the starting and ending time of a work shift shall not be changed without the written agreement of CSEA and the District.
- 6.1.4 After the end of the second week of school an Instructional Assistant's work schedule shall not be changed without the written agreement of CSEA and the District.
- 6.1.5 Any employee in the bargaining unit who works a minimum of thirty (30) minutes per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours.
- 6.1.6 A part-time employee shall not be required to accept additional hours.
- 6.1.7 The District shall provide for each unit member working five (5) hours or more, a duty-free uninterrupted unpaid lunch period of at least thirty (30) minutes.
- 6.1.8 All unit members shall be allowed to take rest periods that, insofar as is practical, shall be in the middle of each work period at the rate of fifteen (15) minutes per each 3 <sup>3</sup>/<sub>4</sub> hour work period. When the unit member is on duty less than six (6) hours, but more than five (5) hours, the unit member may, with the agreement of the immediate supervisor, use the fifteen (15) minute rest period to extend the thirty (30) minute lunch period. The immediate supervisor shall determine the number of unit members to be off at any one time and establish the rest period schedule. The rest period shall be duty free. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay for the unit member.

### 6.2 Overtime

- 6.2.1 Overtime is defined to include any time worked in excess of eight (8) hours in any one day, or any time worked in excess of 40 hours in any calendar week.
- 6.2.2 One and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) day of work.
- 6.2.3 Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) day of work in any workweek.
- 6.2.4 For employees having an average workday of four (4) hours or more during the workweek, overtime shall include any time required to be worked on the sixth (6th) and/or seventh (7th) day of the workweek.

- 6.2.5 For employees having an average workday of less than four (4) hours during the workweek overtime shall include any time required to be worked on the seventh (7th) day of the workweek.
- 6.2.6 An employee, upon agreement with his/her supervisor, may elect to accrue compensatory time in lieu of cash payment for overtime worked. Compensatory time shall be calculated at the appropriate rate.
- 6.2.7 When compensatory time off is accrued in lieu of cash compensation, such compensatory time off shall be granted within the fiscal year in which the overtime was worked, and must be taken at a time agreeable to the employee's immediate supervisor.
- 6.2.8 Any employee called back to work after he/she has completed their workshift or when the employee is not scheduled to work shall receive a minimum of one (1) hour's pay at the appropriate rate of pay under this Agreement.

### 6.3 Emergencies

- 6.3.1 Whenever there is an emergency in which the District calls for closure of the school(s) on a workday, employees are to report to work and be assigned work by their supervisor commensurate with their job. If an employee cannot make it to work because of emergency conditions, he/she would be allowed to take a day of personal necessity leave, or vacation day where appropriate.
- 6.3.2 In case of an emergency or disruption that occurs during the workday, employees are to report to their supervisor for work commensurate with their job. Should the supervisor, with the permission of the Superintendent or his designee, decide to send the employee home, the employee shall receive compensation for time worked.

### 6.4 Preschool Program

- 6.4.1 The Preschool Program, known as Apples and Bananas, will have a calendar of 203 instructional days and 2 staff work days.
- 6.4.2 Preschool teachers will work eight (8) hours per day.
- 6.4.3 Sick leave and vacation credit shall be based on 11 months.

## ARTICLE 7 - EVALUATION PROCEDURES

- 7.1 Probationary employees shall be evaluated by their immediate supervisor not less than one (1) time during their probationary period which shall be six (6) calendar months from date of hire.
- 7.2 Permanent employees shall be evaluated not less than one (1) time per year by their immediate supervisor.
- 7.3 All evaluations of the bargaining unit employees shall be executed in accordance with the evaluation process form.
- 7.3.1 All evaluations of bargaining unit employees shall be executed on a form which shall be agreed to by the parties, and attached hereto as Classified Evaluation Report. (see Appendix "D")
- 7.3.2 After five (5) years of service with the district, of which the last three (3) have been satisfactory, a unit member's evaluation shall be every other year. Evaluators have the discretion to evaluate every year. If a Unit Member is to be evaluated two (2) consecutive years, the Unit Member shall be notified by his/her evaluator prior to the last day of the school year.
- 7.4 Each classified employee shall be provided with a copy of each evaluation of their performance within a reasonable period of time after its preparation.
- 7.5 Each classified employee shall sign the copy of the evaluation form which will be placed in their District personnel file. Such signature indicates only that the employee has had the opportunity to review the evaluation with the immediate supervisor, and does not necessarily indicate agreement with the evaluation rendered. An employee may request a meeting with his/her supervisor regarding their evaluation.
- 7.6 Any negative evaluation shall include recommendations for improvements and provisions for assisting the employee in implementing any recommendations made.
- 7.7 The personnel file of each employee containing evaluation material shall be maintained at the District's central administration office.
- 7.8 The unit member may challenge the substance of an evaluation by meeting with the Superintendent, supervisor, and unit representative. The employee may prepare a written response to any negative evaluation which shall be attached to the evaluation. The employee may have up to two (2) hours of release time to prepare a response.
- 7.9 Every employee shall have the right to inspect his/her personnel file upon request, provided that the request is made at a time when such person is not actually required to render services to the District, with the exception of evaluation material that includes ratings, reports, or records which were obtained prior to the employment of the employee involved.
- 7.10 All evaluation material shall be kept in confidence and shall be available for inspection only to other employees of the District or to members of the Board of Trustees when actually necessary in the proper administration of District's affairs or the supervision of the employee.
- 7.11 The District shall keep a log indicating the persons who have examined a personnel file (other than those employees who routinely have access to personnel file), as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her Association representative if authorized by the employee. The log shall be maintained in the employee's file.

- 7.12 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 7.13 Any derogatory material shall not be put in an employee's personnel file until the employee has been provided a copy and given at least ten (10) work days to attach a response.

## ARTICLE 8 - TRANSFER AND PROMOTION PROCEDURE

- 8.1 A “transfer” is defined as a voluntary or involuntary movement from one job site to another which does not involve a change in classification or job title.
- 8.2 A “reassignment” is defined as movement from one position to another within a job site which does not involve a change in classification or job title. Such a change is at the discretion of the District.
- 8.3 A “promotion” is a movement from one classification on the salary schedule to an equal or higher classification on the salary schedule.
- 8.4 The “job site” is the location where the employee is normally assigned and performs his/her duties or the location from which he/she performs duties throughout the District.
- 8.5 When an existing position is vacant or a new position is created, District employees serving in that classification will be given first opportunity to apply for the position.
- 8.6 Notices of opportunities for transfer or promotion shall be sent to the work locations of all employees.
- 8.7 The District shall post all vacant positions within the District for transfer and/or promotion for five (5) working days prior to offering the position to outside applicants. The District shall not deny a request for transfer or promotion for reasons that are capricious, discriminatory or unjust. If an employee is denied a transfer or promotion, the District will provide the employee with the reason(s) for the denial within ten (10) days.
- 8.8 Employees who are to be transferred involuntarily shall be notified in writing, upon request, of the reason for and the effective date of transfer. Involuntary transfers shall not be arbitrary or capricious.
- 8.9 The District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties, provided that medical proof is shown, that the person is able to perform the alternate work available and meets all minimum qualifications for the job.
- 8.9.1 The pay rate for the medically disabled person shall become that of the vacant position to which she/he is assigned. The employee retains the right to refuse such work that is offered, and in so doing does not waive his/her right to other alternate work which may become available within the 39-month re-employment period.

## ARTICLE 9 - SAFETY

- 9.1 The District shall provide a safe working environment for all unit members. All unit members will cooperate in maintaining such an environment.
- 9.2 The District shall conform to and comply with all health, safety, and sanitation requirements imposed by State or Federal law or regulations adopted under state or federal law.
- 9.3 A safety committee shall be formed in a mutually agreeable manner.
- 9.4 The bargaining unit members of the committee shall be allowed reasonable release time to carry out their obligations under Section 9.2.
- 9.5 Neither the District nor the Association shall discriminate in any way against any employee as a result of reporting any condition believed to be a violation of Section 9.2.
- 9.6 Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear.

## ARTICLE 10 - LEAVES OF ABSENCE

### Sick Leave

- 10.1 All bargaining unit employees shall be entitled to paid leaves of absence for illness or injury. Full-time employees employed for five (5) days per week and twelve (12) months per year shall be entitled to twelve (12) days per year. Pay for any day of absence shall be the same as the pay which would have been received had the employee reported for work that day. Credit for sick leave need not be accrued prior to taking such leave by the employee, and sick leave of absence may be taken at any time of the year. The District reserves the right to require proof of illness or injury which is acceptable to the District when a pattern of sick leave use is identified or the District otherwise determines it needs verification of the employee's absence.
- 10.2 Sick leave shall be cumulative from year to year without limitation.
- 10.3 Any and all sick leave accumulated by a new bargaining unit employee while in the employ of another public school district of the State of California shall, at the employee's option, be transferred with the employee and credited to his sick leave bank in the District, (limited to sick leave accrued since September 1965). The District shall verify the accumulated sick leave with the school district of prior employment.
- 10.4 Extended Illness and Injury Leave. Consistent with Education Code section 45196, a bargaining unit member shall be credited once a year with a total of one hundred (100) working days of paid leave for illness or injury, inclusive of those current year and accumulated days of leave to which the member is entitled under Sections 10.1, 10.2, and 10.3 of this Article. When the current year and accumulated days of leave are exhausted, the balance of the 100 days shall be compensated at fifty percent (50%) of the employee's regular salary. This paid leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled. Any of the 100 days of leave not used during the year in which they are credited shall be forfeited and shall not accumulate from year to year. Extended leave entitlement exists under this section only under the following conditions:
- The District may require appropriate medical verification of illness or injury for any and all leaves taken under Section 10.4.
  - Extended illness or injury leave is intended for the employee's own illness or injury and shall not be used for the illness, injury, or accident of family members, except as provided by law.
- 10.5 A permanent bargaining unit employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of non-industrial accident or illness may be granted, at the discretion of the District, additional leave, paid or unpaid, not to exceed six (6) calendar months. The District may renew such leave, paid or unpaid; for two (2) additional six-month periods or such lesser periods as it may provide, but not to exceed a total of eighteen (18) months.
- 10.6 An eligible employee may convert unused sick leave to retirement credit in accordance with Government Code Section 20862.5 or its successor if the employee is filing a request for retirement.

### Industrial Accident or Illness Leave

- 10.7 In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this state, employees shall be entitled to the following benefits:

- 10.8 An employee suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when any leave will overlap a 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.
- 10.9 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage for the day.
- 10.10 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 10.11 Any time an employee on Industrial Accident or Illness Leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.
- 10.12 Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
- 10.13 The six (6) provisions above dealing with Industrial Accident and Illness Leave shall be applicable only to regular full-time and part-time employees.

#### Bereavement Leave

- 10.14 A unit member shall be granted a leave of absence with or without loss of salary, on account of the death of any member of his/her immediate family. When travel out-of-state or in excess of 300 miles is required, six days shall be paid. When travel out-of-state or in excess of 300 miles is not required, three days shall be paid. When travel out-of-state or in excess of 300 miles is not required, the unit member may elect to take two (2) additional days as unpaid leave, or use available Personal Necessity leave.
- 10.15 For purposes of bereavement leave, members of the immediate family shall be limited to mother, father, stepmother, stepfather, foster parent, grandmother, grandfather, step child, foster child, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law or the unit member, or any relative living in the immediate household of the unit member or any person who over a period of time, has held the place of such a member. Such leave shall also be available following a reproductive loss event, which is defined as a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

#### Personal Necessity Leave

- 10.16 Each Unit Member may use eight (8) days of accrued or accumulated sick leave per year as "no-tell days" for personal and compelling reasons without securing advance permission from the District. No-tell days may not be used for more than two (2) consecutive working days unless mutually agreed upon by the Unit Member

and Site Administrator.

*Except for reasons listed under 10.17, Personal Necessity Leave shall not be used on the following dates without advance approval from the Site Administrator or designee:*

- Professional Development days
- State Testing
- First and last week of school

Personal Necessity Leave shall not be used *for the purpose of* extending Thanksgiving Break, Spring Break, and Winter Break (without advance approval from the Site Administrator or designee).

Unit Members shall complete and sign a Leave Request Form within two (2) working days upon his/her return from an absence.

The entitlement to eight (8) days of Personal Necessity Leave shall apply equally to all Unit Members, including those on 10.5-month, 11-month, and 12-month work year assignments.

10.17

- Transportation issues (e.g., broken car)
- Court
- Accident involving the unit member's person or property or the person or the property of the immediate family member
- Extension of bereavement leave consistent with Education Code 45207

#### Maternity Leave

10.18 Female bargaining unit employees shall be eligible for unpaid maternity leave beyond any sick leave benefits to which they are otherwise entitled. The effective date of any such leave, the duration of the leave, and the termination date of the leave shall be determined by the employee and the attending physician. The employee shall provide the District with documentation from the physician verifying ~~his~~ **their** recommendation for commencement date and termination date of any such leave.

#### Military Leave

10.19 Military leave of absence shall be granted and compensated with the Military and Veterans Code Section 389 and 395 and that which follows.

#### Jury Duty

10.20 An employee shall be entitled to leave without loss of pay for any day the employee is required to perform jury duty. The District shall pay the employee the regular rate of pay and the employee shall submit the jury duty check to the District. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall be returned to the employee.

#### Break in Service

10.21 No absence under any paid leave provisions of this article shall be considered as a break in service for any

employee who is in paid status.

### General Leaves

10.22 When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon any terms acceptable to the District and an employee. In any given year, up to two (2) CSEA bargaining unit members, who are Chapter Delegates to the CSEA Annual Conference may elect to use up to five (5) days of Personal Necessity Leave to attend the CSEA Annual Conference.

### Child-Rearing Leave

10.23 An employee who is the natural or adoptive parent of a child shall be entitled to an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall be for the maximum period of three (3) months and shall be granted upon giving the District four (4) weeks notice prior to the anticipated date on which the leave is to commence.

### Family Care Leave

10.24 Each unit member who has been employed by the District for more than one continuous year is eligible for an unpaid Family Care Leave not to exceed twelve (12) weeks within a twelve (12) month period, unless a longer leave is agreed upon by the District and the unit member. Family Care Leave may be used for the birth of the unit member's child, placement of a child for adoption or foster care, to care for a spouse, child, or parent with a serious health condition, or a serious health condition which renders the unit member unable to perform essential job functions. A unit member may use up to twenty (20) days of their sick leave to care for a spouse, child, or parent with a serious health condition.

During the period of such leave the District shall maintain the unit member's group health benefits, if any, on the same basis as if the unit member was in paid status. Upon return from Family Care Leave, the unit member is entitled to return to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The unit member's absence under Family Care Leave shall not be considered a break in service.

The unit member must provide the District with at least thirty (30) days advance notice for the leave if the need is foreseeable, if the need is not foreseeable, notice must be given as soon as practicable under the circumstances.

### Sick Leave for Illness of Child, Parent, or Spouse

10.25 A unit member may use his/her current and accrued sick leave to attend to an illness of a child, parent, domestic partner, or spouse of the unit member. Each calendar year the amount of such leave shall not exceed the amount of the sick leave the unit member would accrue during six months of employment (i.e., full time 12 month unit members = 6 days; full time 10 month unit members = 5 days). Such leave is in addition to that provided elsewhere in this article and under Personal Necessity (Article 10.16).

### 10.26 Parental Leave

1. Definition of Parental Leave:

For the purposes of the section, “parental leave” means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

## 2. Eligibility for Parental Leave

- a. All full-time employees who have been employed for 12 months with the District are eligible for parental leave.
- b. There is no threshold number of hours that employee must work in order to be eligible for parental leave pursuant to Education Code 45196.

## 3. General Provision

- a. All employees who meet the eligibility requirements in Section 2 (a) are entitled to up to 12 work weeks of parental leave pursuant to Education Code section 45196.1 in the applicable 12-month period. The 12-month period is measured backward from the date the employee uses parental leave.
- b. When both parents of the child are employed by the District, the employee will be limited to a total of 12 workweeks of parental leave between the two of them.
- c. The employee is entitled to take parental leave in intermittent periods of at least two weeks, except the employee may take a leave of less than two weeks’ duration on any two occasions, or more with the prior approval of the District.
- d. If a school year concludes before the employee has exhausted all of the parental leave to which he/she is entitled pursuant to Education Code section 45196.1, the employee may take the balance of his/her parental leave in the subsequent school year. Parental leave shall be concluded within one year after the birth of the employee’s child or placement of a child with the employee for adoption or foster care.
- e. The employee must first use his or her regular accrued paid sick leave, and then, when this accrued leave is exhausted, the employee, if eligible for leave pursuant to the California Family Rights Act (“CFRA”), is entitled to receive differential pay, which shall not be less than 50% of the unit member’s regular rate of pay for the remainder of the up to 12 workweek period.
- f. The employee is also entitled to use his or her vacation leave when taking parental leave, if the employee chooses to do so.
- g. Paid parental leave under the Article runs concurrently with unpaid parental leave under the CFRA and the federal Family and Medical Leave Act (FMLA) for a total of up to 12 workweeks during the applicable 12-months period.
- h. An employee requesting such leave must make the request at least eight (8) weeks before the anticipated commencement of such leave. In the event that a specific date or time frame is not known, for example in the case of some adoptions or foster child placement the employee will notify the site supervisor and Human Resources Department of the possible need for leave and potential timeframe as much in advance as possible. Employees shall provide notice of the actual dates of leaves to their supervisor and Human Resources Department as soon as the dates or known.
- i. This Article 10, Section 10.29 is intended to implement the terms and conditions of Education Code

Catastrophic Leave

- 10.27 An employee who is, or whose family member is, suffering from a catastrophic illness or injury may request donations of accrued sick leave credits under the catastrophic leave program.
- 10.28 “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate a member of the employee’s family which incapacity requires the employee to take time off work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off.
- 10.29 Upon requesting donations under this program, the employee shall provide verification of the catastrophic injury or illness.
- 10.30 Verification shall be made by means of a letter, dated and signed by the sick or injured person’s physician, including the incapacitating nature and probable duration of the illness or injury.
- 10.31 The Superintendent or designee, and the Association representative, and school nurse, shall determine:
- a. That the employee is unable to work due to the employee’s or his/her family member’s catastrophic illness or injury; and
  - b. That the employee has exhausted all accrued paid leave credits.
- 10.32 When the above verification and determinations are made, the Superintendent or designee, and the Association representative, and the School Nurse, may approve the transfer of accrued sick leave credits.
- 10.33 The Superintendent or designee, and Association representative shall inform unit members of the need for donations to be made in response to the employee’s request.
- 10.34 Any unit member, upon written notice to the district, may donate accrued sick leave credits to the requesting employee at a minimum of one (1) full day up to fifteen (15) days per year. The donations shall be made on a pro-rata basis for part-time employees. All transfers of eligible leave credit shall be irrevocable.
- 10.35 To ensure that employees retain sufficient accrued sick leave to meet needs that normally arise, donors shall not reduce their accumulated sick leave to fewer than fifteen (15) days.
- 10.36 Benefiting employees may use donated leave credits for a maximum of thirty (30) consecutive work days.
- 10.37 An employee who receives paid leave pursuant to this program shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid leave pursuant to this program.
- 10.38 The Superintendent or designee, and the Association representative, and School Nurse, shall ensure that all donations are confidential.

## ARTICLE 11 - LAYOFF

### Definition

- 11.1 Layoff - "Layoff" is defined as an involuntary separation from service with the District whether of definite duration or of indefinite duration.
- 11.2 Classification - "Classification" is defined as a position's title, plus the salary range to which the position is assigned.
- 11.3 Seniority or Length of Service - Shall be determined by the date of hire.

### Conditions for Layoff

- 11.4 Employees may be laid off for the following reasons:
- reduction or elimination of service;
  - lack of work;
  - lack of funds.

### Scope and Order of Layoff

- 11.5 Layoffs will be accomplished in accordance to the Education Code procedure.
- 11.6 The order of layoff shall be based on seniority within the class plus higher classes. The employee with the least seniority within the class plus equal and higher classes shall be laid off first.
- 11.7 The parties shall meet before March 15th to review seniority, order of layoff, and bumping progressions.
- 11.8 If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater hire date seniority; and if that is equal, then determination shall be made by lot.
- 11.9 The District will provide one (1) seniority list per year to CSEA. In the event of layoffs, updates of affected classes will be provided to CSEA.
- 11.10 Procedures for layoff notice and right to hearing are set forth in Education Code Section 45117.
- 11.11 On the same day the layoff notices are mailed, CSEA Chapter will be provided with a copy of the layoff notice and a list of the names of the employees to whom the notice was sent.
- 11.12 CSEA shall have the right to negotiate the impacts and effects of layoffs.
- 11.13 In the event a layoff is rescinded, it shall be rescinded in order of seniority within the classification.

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### Displacement Rights

- 11.14 Employees affected by layoffs maintain the right to displace other employees in the class with less seniority.
- 11.15 In lieu of layoff, an employee has the right to bump the least senior employee in any class in which the first employee has gained seniority. The senior employee must volunteer to take this assignment.
- 11.16 Displacement rights must be exercised within three (3) business days of notice of layoff. The employee must inform the District in writing of their intention to exercise their displacement rights, within three (3) business days.
- 11.17 An employee displaced by a senior employee shall have the same rights of displacement as though he/she were being laid off.

### Re-Employment Rights

- 11.18 Persons laid off are eligible for re-employment to their previous position for a period of thirty-nine (39) months and shall be re-employed in preference to new applicants.
- 11.19 Persons laid off shall have the right to participate in promotional examinations within the District for a period of thirty-nine (39) months.
- 11.20 Employees who take voluntary demotions or voluntary reductions of assigned time in lieu of layoff shall maintain re-employment rights for sixty-three (63) months, provided that the qualifications for the position are the same or less than the qualifications required for the employee to qualify for appointment to the class.
- 11.21 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid re-employment list, they shall be ranked on that list in accordance with their proper seniority.
- 11.22 Individuals on a reemployment list may be contacted with an offer of reemployment by telephone, email, personal delivery, or certified mail. The District shall inquire with the individual their preferred method of contact.
- 11.23 If the District makes the initial offer by telephone, the District shall confirm the offer in writing via email. The employee shall have three (3) business days from the date of the email confirmation to respond in writing via email, to state whether they will accept or decline the offer.
- 11.24 If the offer is made by personal delivery, the employee shall have three (3) business days from the date of delivery to respond in writing via email.
- 11.25 If the offer is sent by certified mail, the employee shall have seven (7) business days to respond in writing. The response period shall begin on the date the offer is deposited in the U.S. Mail, as evidenced by the postmark.
- 11.26 An employee's failure to respond within the applicable timeframes will be considered a refusal of the offer. Refusal of an offer of employment shall not affect an employee's reemployment rights.

11.27 Offers of re-employment shall be made in order of seniority as vacancies occur in the class for which the laid off employee is qualified. These offers shall be given by certified mail, email, or personal delivery.

11.28 An employee shall be re-employed in the highest rated job classification available in accordance with the employee's class seniority. Employees who accept a position lower than their highest former classification shall retain their rights to a higher paid position for sixty-three (63) months.

Continuation of insurance coverage by employees laid off or reduced in hours and on re-employment list

11.29 Employees who are laid off or who have their hours reduced shall continue to receive health, dental and other insurance-type benefits through the calendar month following the effective date of the layoff.

Retirement in Lieu of Layoff

11.30 Any classified employee eligible for retirement may elect to accept service retirement in lieu of layoff without loss of re-employment rights as provided in this Agreement, provided written notification is given to the Employer of such election. (E.C. Section 45155)

Improper Layoff

11.31 Any employee who is improperly laid off shall be re-employed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

## ARTICLE 12 - REDUCTION IN HOURS

- 12.1 Reduction in hours is defined as either a reduction in the number of hours worked per day, per week, per month, or per year. A reduction in hours does not involve a separation from service.
- 12.2 The District shall notify CSEA of any intention it has to reduce the hours of any position in the bargaining unit. CSEA shall, within fifteen (15) days, make a demand upon the District to meet and negotiate both the decision to reduce the hours of any position in the bargaining unit and its effects. The District and CSEA shall then meet and negotiate both the decision and effects of the reduction in hours and come to an agreement before such action is taken.

## ARTICLE 13 - VACATIONS

- 13.1 Eligibility - All employees in the bargaining unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis July 1 - June 30.
- 13.2 Vacation Earned:
- 13.2.1 All regular twelve (12) month employees shall earn paid vacation leave time under this Article which they may request to schedule.
- 13.2.2 Accumulation: For these employees, vacation shall be earned at the following annual rate:
- After one year - 10 days
  - After three years -13 days
  - After five years - 15 days
  - After seven years - 17 days
  - After ten years - 20 days
- 13.2.3 All regular ten (10), ten and a half (10.5), and eleven (11) month employees do not take vacation. Ten (10), ten and a half (10.5), and eleven (11) month employees earn paid vacation leave time proportional to the FTE worked, which is paid out monthly.
- 13.3 Unit members who work 12 months shall receive paid vacation at a time mutually agreed upon by the District Superintendent or designee and the employee. The needs of the District will be considered when approving vacation requests to ensure safe and regular operations of the District. Vacation requests must be submitted to the unit member's supervisor by the unit member no later than two weeks prior to the start date of the vacation, if the vacation is 5 days or more. When reviewing a vacation request, the District will consider the work schedules of all unit members' current and pending vacation requests. The unit member shall be notified of a decision concerning a request for leave within five (5) working days by return of a copy of the submitted request. Should the Supervisor or designee fail to notify the unit member of their decision within the five (5) working days, the request shall be considered approved, In the event the supervisor disapproves the vacation request, reasons for the disapproval will be given by the supervisor in writing on the form. Supervisors shall not arbitrarily or capriciously deny an employee's request for vacation. If multiple vacation requests for the same time period cannot be accommodated, a determination shall be made by lot. Once approved, a leave may not be withdrawn except in case of an emergency or under special circumstances with advance notification to and approval of the Superintendent. If the unit member is not allowed to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year. Unit members shall not carry over more than one-third (1/3) of their annual vacation days earned into the following fiscal year. Should the unit member fail to submit requests for sufficient vacation days to meet the carryover threshold, the District may schedule compulsory vacation days after April 1st sufficient to meet the threshold. In an unusual or special circumstances/ event, the Superintendent may approve a waiver, on an individual basis, of the above vacation accrual limit. Unit members will not lose any vacation days.
- 13.4 Except as otherwise provided in this Article, paid vacation shall be granted in the fiscal year immediately following the fiscal year in which it is earned.
- 13.5 Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/ she been in a working status.

- 13.6 Earned vacation shall not become a vested right until the completion of the initial six months of employment.
- 13.7 When an employee in the bargaining unit is terminated for any reason, he/ she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 13.8 When a holiday falls during the scheduled vacation of any bargaining unit employee, such employee shall be granted an additional day's vacation and pay for each holiday falling within that period.
- 13.9 Bargaining unit employees employed for less than twelve (12) months per year shall accrue paid vacation on a prorated basis in such proportion as the number of months they work or major portion thereof, bears to twelve (12) calendar months at a rate of ten (10) days at the completion of one year; and fifteen (15) days at the completion of five (5) years.
- 13.10 An employee in the bargaining unit may be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination which is satisfactory to the Superintendent or his designee.

## ARTICLE 14 – HOLIDAYS

The District shall convene a calendar committee including CSEA delegate(s) to investigate ways to incorporate Cesar Chavez Day in the 2026-2027 and subsequent school years.

14.1 Bargaining unit employees shall be entitled to paid legal and local holidays in accordance with the following schedule.

14.2 The paid holidays are:

New Year's Day  
Martin Luther King's Birthday  
Lincoln Day  
Washington Day  
Memorial Day  
Juneteenth Day  
Independence Day  
Labor Day  
Thanksgiving Day  
The day after Thanksgiving (In lieu of Admission Day)  
December 25

14.3 Twelve-month employees shall also receive 1/2 day on December 24 and 31 respectively. These holidays shall be scheduled in accordance with the Board adopted calendar.

14.4 In addition to the above, whenever the Governor appoints any other day as a holiday and does not provide for the closing of the public schools, but such public schools do close, such closing shall be deemed as closing for a holiday.

14.5 The pay each employee shall receive on any holiday shall be the same pay the employee would have received had the holiday been a regular work day.

When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be that holiday.

14.6 Notwithstanding the adoption of separate work schedules for the certificated and classified services, on any school day during which pupils would otherwise have been in attendance but are not and for which certificated personnel receive regular pay, classified personnel shall also receive regular pay whether or not they are required to report for duty that day.

14.7 Except as otherwise provided in this article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

14.8 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 25 or January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately proceeding or succeeding the holiday period.

14.9 In any year in which February 29<sup>th</sup> occurs, unit members who are not instructional year employees, and are on paid status on that day, shall be entitled to take a floating holiday between March 1 and June 30 of that calendar year.

## ARTICLE 15 – WAGES

Retroactive to July 1, 2025, the classified salary schedule shall be increased by 2.43%

- 15.1 The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix “B”, which is attached hereto and by reference incorporated as a part of this Agreement.
- 15.2 An employee required to perform duties inconsistent with those assigned to the position by the governing board, for a period of more than one hour, shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification by at least five (5) percent or the first step of the salary schedule for the classification in which the work is performed, whichever is greater. The supervisor shall memorialize the requirement in writing and provide it to the employee.
- 15.3 Any confirmed payroll error shall be corrected according to Education Code §44042.5 in the case of an overpayment and Education Code §45167 in the case of insufficient payment.
- 15.4 When any paycheck for a unit member is lost, mutilated, or not received within five (5) days of mailing, if mailed, the District shall, following the unit member’s request of the Business Office, immediately initiate a request for replacement at the same time as a stop-payment notice is issued.
- 15.5 Any employee in the bargaining unit assigned to a higher salary range shall be moved to the step of the new range that provides at least a five (5) percent increase in salary.
- 15.6 Any employee in the bargaining unit who as a result of work assignment must have meals during working hours away from the District shall be reimbursed pursuant to District policy within a reasonable time after the employee has submitted an expense claim with all necessary receipts, but no less than twenty (20) calendar days after submission.
- 15.7 Any employee in the bargaining unit who as a result of work assignment must be lodged away from home overnight shall be reimbursed by the District pursuant to District Policy within a reasonable time after the employee has submitted an expense claim with all necessary receipts.
- 15.8 In collaboration with the CSEA employee, supervisor, and CSEA Representative, CSEA employees may participate in stipend opportunities that are offered to other Roseland District employees, (Book Club, After School Enrichment Clubs, etc.)
- 15.9 An annual stipend will be paid for a unit member who serves in an auxiliary duty, according to the REA Extra Duty
- 15.10 Bilingual Stipend:
  - 15.10.1 Bargaining unit members who are not assigned to bilingual classifications shall receive an annual stipend of \$2,000 where all of the following criteria are satisfied:
    - a. The unit member is assigned to one of the following classifications:
      - Office Manager
      - Lead Custodian

- b. The bargaining unit member qualifies for bilingual competency through a District provided competency assessment.
- 15.10.2 The \$2,000 stipend shall be paid to eligible unit members in two \$1,000 installments, at the end of the first semester and second semester, respectively.
- 15.10.3 Bargaining unit members who received a bilingual stipend during school year 2023-2024 shall retain their stipend for future years.

<b>EXTRA Duty</b>	<b>Stipend Amount</b> (Years denote consecutive years of service in duty area)
Athletic Director: 4-6	Year 1: \$3,500 per site Year 2: \$3,750 per site Year 3+: \$4,000 per site
Athletic Director: 7-8	Year 1: \$4,500 per site Year 2: \$4,750 per site Year 3+: \$5,000 per site
Athletic Director: 9-12	Year 1: \$6,500 per site Year 2: \$6,750 per site Year 3+: \$7,000 per site
Coaching: 4-6	Year 1: \$1,700 per sport per season Year 2: \$1,950 per sport per season Year 3+: \$2,200 per sport per season
Coaching: 7-8	Year 1: \$2,000 per sport per season Year 2: \$2,250 per sport per season Year 3+: \$2,500 per sport per season
Coaching: Junior Varsity	Year 1: \$2,500 per sport per season Year 2: \$2,750 per sport per season Year 3+: \$3,000 per sport per season
Coaching: Varsity	Year 1: \$3,500 per sport per season Year 2: \$3,750 per sport per season Year 3+: \$4,000 per sport per season
School Club Advisor	\$400 per semester, per club
After-school Drama Production Coordinator	Year 1: \$2,000 per site, per year Year 2: \$2,500 per site, per year Year 3+: \$3,000 per site, per year
ASP Coach (2-year commitment)	Year 1: \$2,000 per site, plus hourly for work groups, cadres, and ad hocs  Year 2+: \$2,250 per site, plus hourly for work groups, cadres, and ad hocs
Overnight Trips	\$350 per night, plus per diem meal allotment when meals are not supplied (per reimbursement form)

## ARTICLE 16 - EMPLOYEE BENEFITS

The Parties agree to the following changes to sections 16.1 and 16.2

16.1 Effective October 1, 2022, the District shall provide benefit coverage for members and eligible dependents with a choice of district-paid benefit plans. For all Unit Members the District shall contribute 100% of the costs equal to the RESIG Kaiser mid plan rates.

The benefit providers are as follows:

- Medical Coverage –Kaiser and Blue Shield
- Dental – RESIG Dental
- Vision – Vision Service Plan

16.1.1 The District contribution amount will adjust annually to reflect any increase to the Kaiser mid-plan rates.

16.1.2 Unit members shall pay the difference between the premium cost and their elected medical plan and the District's contribution as outlined above.

16.2 Except as provided below in 16.3, part time employees who work four (4) hours up to 5.99 hours shall be entitled to receive a prorated share of the benefit contribution based on the ratio of the hours worked to eight (8) hours per day. Employees working 6 or more hours shall receive the full district contribution toward health and welfare benefits.

16.3 Employees hired prior to July 1, 1988 who work four (4) hours or more per day shall have their benefits level (cap) based on six (6) hours per day which equals a full time equivalent.

16.4 Employees who are eligible to receive benefits and who work less than twelve (12) months shall receive twelve (12) months insurance benefits.

16.5 Employees may apply for additional dependent coverage under the existing plans at their own cost.

16.6 Employees who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive insurance coverage for thirty (30) days.

16.7 Employees on a District approved unpaid leave or who have retired from active service as an employee, may apply for health insurance coverage. The cost of said insurance is to be borne solely by the employee applying for the benefit.

16.8 The following plans are available to employees under Article 16.1: Medical: Kaiser and Blue Shield; Dental: RESIG Dental; Vision: Vision Service Plan.

16.9 The District shall provide benefit coverage for employee only for short term accident insurance. The district shall pay benefit increases up to the maximum of 10% of the total premium paid in the prior year.  
Disability: Provident Life and accident Insurance Company.

16.10 Premium Conversion and Dependent Care options (IRS Section 125) will be made available to qualifying employees.

- 16.11 District shall make available self-paid group health, dental and vision insurance benefit to employees not entitled to any portion district paid benefits per insurance carrier stipulations.
- 16.12 District shall make available retiree self-paid group health, dental and vision insurance benefits per insurance carrier stipulations.
- 16.13 District shall make available an employee self-paid group life insurance policy.
- 16.14 Retirement/Sick Leave Benefit: This provision will only apply to unit members not otherwise eligible for PERS. An employee having served ten (10) years with the District who is at least fifty (50) years of age and has met the required minimum sick leave time shall receive a one-time compensation as a sick leave bonus incentive at retirement. The minimum sick leave days shall be defined as more than 50 days of contracted hours, as of the retirement date. A factor of 25% shall be applied to the total number of defined sick leave days. Compensation shall be calculated using the employee's daily pay rate as of his/her retirement date.
- 16.15 The District shall make available Health Benefits for Early Retirees based on the schedule in Appendix D2 of the certificated collective bargaining agreement.

**APPENDIX D2 – HEALTH BENEFITS FOR EARLY RETIREES**

The District will grant all early retirees (age 55-65), who have served the District for 10 or more years, District paid health benefits. The percentage ratio of the District's contribution will be computed by the age of the retiree and currently negotiated benefits. Please note that as the age of the retiree increases, the paid benefit percentage decreases as follows:

Age	Percentage	Paid Benefit
55	100%	Health Insurance
56	90%	Health Insurance
57	80%	Health Insurance
58	70%	Health Insurance
59	60%	Health Insurance
60	50%	Health Insurance
61	40%	Health Insurance
62	30%	Health Insurance
63	20%	Health Insurance
64	10%	Health Insurance
65	5%	Health Insurance

## ARTICLE 17 - PROFESSIONAL GROWTH

### Establishment of Program

- 17.1 The District shall establish a professional growth recognition program for all employees which rewards after-hours training with increments on the salary schedule. The courses of training recognized must be directly related to the position currently occupied by the employee.

### Professional Development Plan

- 17.2 Courses taken shall follow a mutually agreed to District Professional Development plan for the unit member's development in his/her position.

### Salary Increments

- 17.3 There will be yearly salary increments of \$500 per six (6) units. One unit shall equal fifteen (15) semester hours of instructional time. The maximum number of units shall be eighteen (18). The maximum number of units credited cannot exceed six (6) per year.

### Courses

- 17.4 In order to qualify for credit, units of study or courses of work must meet the following conditions: Professional growth may be achieved by any employee through participation in any of the following categories, provided the program is followed: college courses, junior college courses, trade school courses, adult education courses, workshops, seminars, first aid and CPR classes.

### Commencement of Program

- 17.5 This article shall not apply retroactively and shall only apply to units of study or courses of work taken after the ratification and Board approval of this article.

### 17.6 Procedure

- 17.6.1 Employee completes form and submits to his/her principal or supervisor for recommendation as to whether proposed study relates directly to assignment.
- 17.6.2 Supervisor completes, dates, signs form and forwards to Superintendent with a copy to the applicant.
- 17.6.3 If the supervisor recommends disapproval, applicant may appeal to the Superintendent before any final decision is made regarding the request.
- 17.6.4 Superintendent acts to grant or disapprove the appeal and returns form to employee and sends copy to the supervisor and the District office.
- 17.6.5 Employee submits evidence of course completion by September 1. Submit official grade card, completion certificate or similar evidence to the District office for copying and filing in your personnel file.

17.6.6 Courses completed by September 1 shall be applied to the applicant's salary for the then current fiscal year. After September 1 shall be applied to the applicant's salary for the following fiscal year.

#### Staff Development Buy-Back

- 17.7 As long as staff development funding is available from the state, staff development shall be available for those eligible unit members in the instructional assistant classifications per state funded guidelines.
- 17.8 One (1) day of staff development buy-back is available.
- 17.9 Eligible unit members must attend six and one half (6 ½) hours of staff development during the year if they choose to participate.
- 17.10 The content of staff development on scheduled SB 1193 days will meet the guidelines outlined by the California State Department of Education and/or Education Code. SB 1193 states that staff development must "meet local educational priorities as defined by the governing board of the school district, charter school or county board of education." It also states that unit members who participate must do so "in staff development instructional methods, including teaching strategies, classroom management and other training designed to improve pupil performance, and academic content in the core curriculum areas that are provided by the school district or county office of education."
- 17.11 Attendance of the part of each eligible unit member is voluntary.
- 17.12 Compensation for eligible unit members completing the six and one-half (6 ½) hours of staff development training shall be one hundred thirty dollars (\$130) for 2002-03. For future years the compensation amount shall be increased by the State COLA rounded to the nearest whole dollar. The eligible unit member must attend the full amount of time to be compensated. The pay date shall be the next possible 10<sup>th</sup> of the month following the receipt of the Verification of Classified Staff Development SB 1193 Time Sheet by the District Office.

## ARTICLE 18 - DISCIPLINARY ACTION PROCEDURES

### Right to Representation

- 18.1 Any bargaining unit member shall have the right to request union representation at any meeting with a District representative which the employee reasonably believes may lead to discipline.

### Termination of Probationary Employment

- 18.2 At any time prior to the expiration of the probationary period of six (6) months or 130 days of paid service, whichever is greater, the Governing Board may, at its discretion, dismiss a probationary classified employee from the employ of district without cause. A probationary employee released without cause shall not be entitled to a hearing.

### 18.3 Permanent Classified Employees - Discipline and Dismissal

- 18.3.1 Discipline shall be imposed upon permanent member of the classified bargaining unit only for just cause and pursuant to this Article and pertinent law(s). No disciplinary action shall be taken for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonable assumed that the employee should have disclosed the facts to the District. A permanent employee is one who has completed an initial probationary period of six (6) months or 130 days of paid service, whichever is greater, beyond the initial date of employment by the District and is referred to in this procedure as an "employee".

- 18.3.2 Disciplinary procedures shall be progressive *in nature*.

Verbal or written warning;  
Written reprimand;  
Suspension without pay;  
Dismissal or demotion.

However, it is recognized and understood that situations may arise in which counseling, warnings, or disciplinary action less than termination may not be appropriate. Whenever possible, however, disciplinary action will be taken only after the employee has been counseled by his/her immediate supervisor and/or Superintendent regarding the specific actions or lack of action that may result in recommendation of disciplinary action. Routine employee evaluation conferences shall not be considered as such counseling of specific actions.

### 18.4 Letter of Reprimand and Notice of Warning

- 18.4.1 A letter of reprimand or a notice of warning will not constitute discipline as defined in this Article, giving rise to due process rights. The intention of a letter of reprimand is to admonish the employee for behavior that violates district policy. The purpose of a notice of warning is to put the employee on notice that if the behavior that violates stated district policy is not corrected then disciplinary action will follow.

- 18.4.2 A reprimand or warning notice relating to an action or lack of action will be placed in an employee's

personnel file. The employee shall be provided a copy and a notice of opportunity to reply. The employee must be given at least ten (10) work days to reply before the document is placed in his/her personnel file. The employee's written comments/response, if any, must be attached to the reprimand or warning notice.

18.4.3 Employees who receive two letters of reprimand within a six month period shall be subject to suspension in accordance with the provisions of this article. Employees who receive three letters of reprimand within a nine month period shall be subject to dismissal in accordance with the provisions of this article.

#### Involuntary Suspension Without Pay, Demotion, Reduction of Pay Step in Class, or Dismissal of Permanent Classified Employees

18.5 Permanent classified employees shall be subject to personnel action (suspension without pay, demotion, reduction of pay step in class, dismissal) only for cause. The Governing Board's determination of the sufficiency of the cause for disciplinary action shall be conclusive.

##### 18.5.1 Causes

In addition to any disqualifying or actionable causes otherwise provided for by statute or by policy or regulation of this district, each of the following constitutes cause for personnel action against a permanent classified employee:

Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.

- a. Incompetency.
- b. Inefficiency.
- c. Neglect of duty.
- d. Insubordination.
- e. Dishonesty.
- f. Drinking alcoholic beverages while on duty or in such time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- g. Addiction to the use of controlled substances.
- h. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of his/her position.
- i. A plea or verdict of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

- j. Absence without leave or abuse of leave.
- k. Immoral conduct.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of district, Board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- r. Refusal to take and subscribe any oath or affirmation which is required by law in connection with his/her employment.
- s. Physical or mental disability, which disability precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law regulating retirement of employees.
- t. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against the public or other employees while acting in the capacity of a district employee.
- u. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to actual or suspected violation of any law of this State or the United States occurring on the job or directly related thereto.
- v. Any other failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the district or his/her employment.

Except as defined in s. above, no personnel action shall be taken for any cause which arose prior to the employee's becoming permanent, nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

#### 18.5.2 Initiation and Notification of Charges

The district Superintendent or any designated representative of the Superintendent may initiate a personnel action as defined herein against a permanent classified employee.

In all cases involving a personnel action, the person initiating said action shall file a written recommendation of personnel action with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address. The recommendation shall include:

- a. A statement of the nature of the personnel action (suspension without pay, demotion, reduction of pay step in class, or dismissal).
- b. A statement of the cause or causes therefor as set forth above.
- c. A statement of the specific acts or omissions upon which the causes are based. If violation or rule, policy, or regulation of the district is alleged, the rule, policy, or regulation violated shall be set forth in the recommendation.
- d. A statement of the employee's right to appeal from the recommendation and the manner and time within which his/her appeal must be filed.
- e. A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

#### 18.5.3 Employment Status Pending Appeal or Waiver

Except as provided herein, any employee against whom a recommendation of personnel action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver thereof.

In cases where the Superintendent or designated representative has determined that a permanent classified employee should be dismissed and that continuation of the employee in active duty status after a written recommendation of such personnel action has been issued would result in an unreasonable risk of harm to students, staff, or property during the time the proceedings are pending, the Superintendent or designated representative may order the employee immediately suspended from his/her duties without pay in conjunction with the recommendation of personnel action. Such suspension order shall be in writing and shall include a statement setting forth the reasons why such suspension is deemed necessary. Any such suspension order shall be served upon the employee either personally or by registered mail or certified mail, return receipt requested, immediately after issuance.

Except in cases of emergency where the employee must be removed from the premises immediately, at least five (5) calendar days prior to the effective date of any order of suspension without pay issued in conjunction with any recommendation of personnel action involving dismissal, the Superintendent or designated representative shall give the employee written notice of the proposed recommendation of personnel action of dismissal including notice that immediate suspension without pay is being considered, the reasons for the proposed dismissal action and for the proposed immediate suspension without pay, materials upon which the proposed action is based and a paper, the signing and return of which constitutes a request for hearing and denial of all charges.

#### 18.5.4 Time Limit of Suspension

Any suspensions (except a suspension imposed under 18.5.3., above) invoked under these rules against any one person in the classified service for one or more periods shall not aggregate more than ninety

(90) calendar days in any twelve (12) month period; provided, however, this time limitation is inapplicable to cases in which personnel action of dismissal is modified by the Governing Board to a suspension.

#### 18.5.5 Right to Appeal

The employee may, within five (5) calendar days after receiving the recommendation of personnel action described above, appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of appeal. A notice of appeal is filed only by delivering the notice of appeal to the office of the district Director of Human Resources during normal work hours of that office. A notice of appeal may be mailed to the office of the Director of Human Resources but must be received or postmarked no later than the time limit stated herein. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of personnel action involving dismissal, any appeal from the recommendation shall also constitute an appeal from the order, and the necessity of the order shall be an issue in the appeal hearing.

If the employee against whom a recommendation of personnel action has been filed, fails to file a notice of appeal within the time specified in these rules, the employee shall be deemed to have waived his/her right to appeal, and the Governing Board may order the recommended personnel action into effect immediately.

#### 18.5.6 Amended/Supplemental Charges

At any time before an employee's appeal is finally submitted to the Governing Board or to a hearing officer for decision, the complainant may, with the consent of the Board or hearing officer, serve on the employee and file with the Board an amended or supplemental recommendation of personnel action. If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare his/her defense thereto. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

#### 18.5.7 Hearing Procedures

- a. For suspensions of three (3) days or less, the hearing shall be delegated to the Superintendent or designee, whose decision shall be the final decision of the District. Prior to final charges being served on the employee, the employee shall be offered an opportunity to meet with a neutral Skelly officer, who shall be a District administrator other than the Superintendent. The Skelly Officer shall be an individual who has not been involved in the discipline case.
- b. For a suspension of more than three (3) days, demotion, or dismissal, the hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Governing Board or hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel and, if demand is made therefore when the Board is hearing the appeal, a public hearing. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing at Section 11500 of the Government Code shall not be applicable to any such hearing before the Governing

Board or a hearing officer. Neither the Board nor a hearing officer shall be bound by rules or evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer or the Board.

- c. All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) except in those cases where the Governing Board determines to hear the appeal themselves. In any case in which the Board hears the appeal, the Board may utilize the services of its counsel or a hearing officer in ruling upon procedural questions, objections to evidence, and issues of law. If the appeal is heard by the Board, it shall affirm, modify or revoke the recommended personnel action.
- d. If the appeal is heard by a hearing officer, he/she shall prepare a proposed decision in such form it may be adopted by the Governing Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten (10) days after the proposed decision is filed by the Board. The Board may:
  - Adopt the proposed decision in its entirety.
  - Reduce the personnel action set forth therein and adopt the balance of the proposed decision.
  - Reject a proposed reduction in personnel action, approve the personnel action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
  - Reject the proposed decision in its entirety.
- e. If the Governing Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, he/she shall prepare a proposed decision as provided in c., above, upon the additional evidence and the transcript and other papers, which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed by the Board.
- f. In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Governing Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a personnel action was ultimately sustained and any records contained in the employee's personnel files if such records contained in the employee's personnel files if such records were introduced into evidence at the hearing.
- g. The decision of the Governing Board shall be in writing and shall contain findings of fact and the personnel action approved, if any. The findings may be stated in the language of the pleadings or reference thereto.

#### 18.5.8 Hearing Decision

The decision of the Governing Board (or Superintendent of designee, for suspensions of *three* days or less) shall be certified to the complainant from whose recommendation the appeal is taken and shall be enforced and followed by him/her. A copy of the decision shall be delivered to the appellant or

his/her designated representative personally or by registered mail. The decision of the Governing Board (or Superintendent of designee, for suspensions of *three* days or less) shall be final.

## ARTICLE 19 - SEVERABILITY

- 19.1 If during the life of this agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District, or any appellate court decision which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of the Agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 19.2 In the event of suspension or invalidation of any Article or Section of the Agreement, the parties agree to meet and negotiate within thirty (30) days after notice by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE 20 - COMPLETION OF MEETING AND NEGOTIATIONS

- 20.1 This document represents the total agreement of the parties on all of the subjects set forth herein. During the term of this Agreement, both parties agree that the other party shall not be obligated to meet and negotiate with respect to any matter covered in this agreement.

## ARTICLE 21 - SUPPORT OF AGREEMENT

- 21.1 The District and the Association agree that it is to their mutual benefit and to the benefit of the educational program and the pupils of the District to encourage the resolution of differences through the meet and negotiate process. Therefore, it is hereby agreed that both will support this Agreement for its term.

## ARTICLE 22 - RECLASSIFICATION

### 22.1 Definitions

Reclassification means the redefining of a position to account for changes in technology, duties, or work that may alter the nature of the current classification and includes the upgrading of a position to a higher classification as a result of an increase of the duties and responsibilities being performed by an incumbent in a position or if the duties being performed by an incumbent are inconsistent with his/her classification.

### 22.2 Request for Reclassification

Beginning February 2001 and during the month of February each year, reclassification may be requested for any position in Appendix "A" of this Agreement.

The request for reclassification shall contain the following:

- a. The classification or position to be reclassified;
- b. The existing job description and salary placement;
- c. The proposed job description and salary placement;
- d. The basis for the reclassification;
- e. If a position is reclassified and there is no incumbent, the job shall be posted.

### 22.3 Reclassification Panel

Reclassification requests shall be reviewed by a panel composed of one (1) District appointee, one (1) CSEA appointee and a neutral third party agreed upon by the District and CSEA.

The cost, if any, of the neutral shall be equally shared between District and CSEA.

The panel shall meet once a year in April. The District, CSEA, and the unit member may present information to the panel, either orally and/or in writing.

### 22.4 Decision of the Panel

The deliberation of the panel shall take place in closed session. The panel shall have the authority to adopt, reject, or modify the reclassification request.

Two (2) of the three (3) panel members must agree for a reclassification to be adopted or rejected. All panel members shall sign the decision. No dissenting opinion shall be issued.

The decision of the panel shall be binding and shall be effective on July 1 following the decision.

### 22.5 Implementation of Decision

The unit member whose position is reclassified shall be placed on the step and range of his/her new classification that provides at least a five percent (5%) salary increase.

Any recommendation for a change in the job description shall be subject to negotiation between CSEA and the District.

## ARTICLE 23 - ARTIFICIAL INTELLIGENCE (NEW ARTICLE)

- 23.1 To the extent the District is aware of any algorithmic systems or AI used for decision-making that impacts CSEA employees, including scheduling, performance evaluation, discipline, or promotions, the District agrees to provide CSEA with an opportunity to bargain the impacts of implementation of such systems.
- 23.2 The District will provide CSEA advance notification prior to new technology implementation, to the extent the District is aware such technology will lead to changes to employee terms or conditions of employment, including but not limited to: changes in work duties and/or job descriptions, changes to work schedule and/or work hours, changes to work location, transfers of bargaining unit work both within and outside the bargaining unit.
- 23.3 CSEA reserves the right to bargain any negotiable effect that arises as a result of the implementation and use of new technology, once such impacts become known. In such an instance, CSEA agrees to notify the District in writing of its desire to engage in effects bargaining, identifying the specific negotiable impact(s).
- 23.4 Nothing in this Article shall be construed as a waiver of CSEA's rights under law.

ARTICLE 24 - TERM OF CONTRACT

24.1 This Agreement shall become effective as to all matters on the day of execution set forth below and shall continue in effect through October 31, 2028.

The Parties may reopen articles in subsequent contract years, as follows:

2028-2029 Successor Contract

2026-2027 a: Article 15 - wages  
b: Article 16 – employee benefits  
c: One (1) article of each party’s choice

a: Article 15 - wages

2027-2028 b: Article 16 – employee benefits  
c: One (1) article of each party’s choice

24.2 Completion of Negotiations

The Parties agree that this Tentative Agreement completely resolves all negotiations for the 2025-2026 school year, unless both Parties agree otherwise.


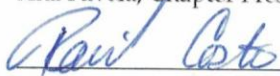
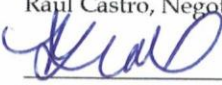
24.3 Contingent upon Approvals



This Tentative Agreement is contingent upon AB 1200 review by the Sonoma County Office of Education, ratification by CSEA, and approval by the District’s Board of Trustees.


The Parties hereby agree as set forth above.

For CSEA:

For Roseland School District:

  
\_\_\_\_\_  
Ana Favela, Chapter President  
  
\_\_\_\_\_  
Raul Castro, Negotiator  
  
\_\_\_\_\_  
Nadia Leal, Negotiator

  
\_\_\_\_\_  
Jason Lea, Superintendent  
  
\_\_\_\_\_  
Jenny Young, HR Director

\_\_\_\_\_  
Erendida Soriano, Negotiator  
  
\_\_\_\_\_  
Jeremy Arnold, Labor Relations Rep.

Dated: 10/28/25

Dated: 10/28/25

APPENDIX A – POSITIONS REPRESENTED BY CSEA  
AS OF JULY 1, 2025

Accounts Payable Technician  
Bilingual District Clerk  
Bilingual Instructional Assistant  
Bilingual Office Assistant  
Bilingual Secondary Instructional Assistant  
Bilingual Special Day Class (SDC) Instructional Assistant  
Bilingual Special Education Programs Administrative Assistant  
Bilingual Transitional Kindergarten Aide  
Campus Supervisor  
Child Care Assistant  
College and Career Center Specialist/Volunteer Coordinator  
Community Schools After School Coordinator  
Computer Lab Assistant  
Custodian  
District Clerk  
District Pre School Lead Teacher  
Food Service Assistant  
Groundskeeper/Custodian  
Head Pre School Classroom Teacher  
High School Learning Lab Assistant  
Instructional Assistant  
Lead Custodian  
Library Assistant  
Media/Student Services Assistant  
Office Manager  
Payroll Technician  
Physical Education Instructional Assistant  
Playground/Recess Duty Aide  
Preschool Assistant  
Preschool Secretary  
Preschool Teacher  
School Family Coordinator  
Secondary Instructional Assistant  
Secondary Tutor  
Special Day Class (SDC) Instructional Assistant  
Inclusion Assistant  
Speech and Language Pathology Assistant  
Technology Assistant  
Transitional Kindergarten Aide

## APPENDIX B - CLASSIFIED SALARY SCHEDULE

**Roseland School District**  
**Board Adopted: 11/19/2025 with 2.43% Increase**  
**Effective: July 1, 2025**

RANGE STEP	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
2	19.92	20.41	20.93	21.45	21.99	22.53	23.10	23.68	24.28	24.88	25.51	26.14	26.80	27.46	28.15	28.85	29.57	30.31	31.07	31.85	32.64
3	20.92	21.44	21.97	22.52	23.09	23.66	24.26	24.86	25.48	26.12	26.78	27.44	28.13	28.83	29.55	30.29	31.05	31.83	32.62	33.44	34.27
4	21.96	22.51	23.08	23.65	24.25	24.85	25.47	26.11	26.75	27.43	28.12	28.81	29.54	30.28	31.04	31.80	32.60	33.42	34.25	35.11	35.98
5	23.06	23.64	24.22	24.83	25.45	26.09	26.74	27.41	28.10	28.80	29.52	30.26	31.02	31.79	32.58	33.40	34.23	35.09	35.96	36.86	37.79
6	24.21	24.82	25.44	26.08	26.72	27.40	28.08	28.78	29.50	30.24	31.00	31.77	32.56	33.38	34.21	35.07	35.94	36.84	37.77	38.71	39.68
7	24.51	25.13	25.76	26.41	27.06	27.74	28.43	29.14	29.87	30.62	31.38	32.16	32.97	33.79	34.64	35.50	36.39	37.31	38.24	39.19	40.17
8	24.82	25.44	26.08	26.72	27.40	28.08	28.78	29.50	30.24	31.00	31.77	32.56	33.38	34.21	35.07	35.94	36.84	37.77	38.71	39.68	40.66
9	25.13	25.75	26.40	27.05	27.73	28.42	29.13	29.86	30.61	31.37	32.15	32.96	33.78	34.63	35.49	36.38	37.29	38.23	39.18	40.16	41.17
10	25.42	26.06	26.71	27.38	28.07	28.76	29.48	30.22	30.97	31.75	32.54	33.36	34.19	35.05	35.92	36.82	37.75	38.69	39.65	40.64	41.66
11	25.68	26.32	26.98	27.66	28.34	29.05	29.78	30.52	31.28	32.07	32.87	33.69	34.54	35.40	36.28	37.19	38.12	39.08	40.05	41.05	42.08
12	25.94	26.58	27.25	27.92	28.63	29.34	30.07	30.82	31.60	32.39	33.20	34.03	34.88	35.75	36.64	37.56	38.49	39.46	40.45	41.45	42.50
13	26.19	26.84	27.51	28.20	28.91	29.63	30.37	31.13	31.91	32.71	33.53	34.36	35.22	36.10	37.00	37.93	38.87	39.85	40.84	41.86	42.91
14	26.44	27.10	27.78	28.48	29.18	29.92	30.67	31.43	32.21	33.02	33.84	34.69	35.56	36.44	37.36	38.30	39.25	40.23	41.24	42.27	43.33
15	26.69	27.36	28.05	28.75	29.47	30.21	30.95	31.73	32.52	33.34	34.17	35.03	35.90	36.80	37.72	38.67	39.63	40.62	41.64	42.67	43.75
16	26.96	27.64	28.33	29.04	29.77	30.50	31.27	32.05	32.85	33.67	34.52	35.38	36.26	37.17	38.09	39.05	40.03	41.02	42.05	43.10	44.18
17	27.23	27.91	28.61	29.33	30.05	30.81	31.58	32.37	33.18	34.01	34.86	35.73	36.62	37.54	38.47	39.44	40.42	41.43	42.47	43.53	44.62
18	27.49	28.19	28.89	29.61	30.35	31.11	31.89	32.69	33.50	34.33	35.19	36.08	36.98	37.90	38.85	39.82	40.82	41.84	42.89	43.95	45.06
19	27.76	28.46	29.17	29.90	30.65	31.42	32.19	33.00	33.82	34.67	35.54	36.42	37.34	38.27	39.23	40.21	41.22	42.24	43.30	44.38	45.49
20	28.04	28.73	29.45	30.19	30.94	31.71	32.51	33.32	34.15	35.01	35.88	36.78	37.69	38.64	39.61	40.59	41.61	42.65	43.72	44.81	45.93
21	28.31	29.02	29.75	30.48	31.25	32.03	32.83	33.65	34.50	35.36	36.24	37.14	38.07	39.03	40.00	41.00	42.03	43.08	44.16	45.25	46.39
22	28.59	29.31	30.04	30.79	31.56	32.35	33.16	33.99	34.84	35.71	36.60	37.51	38.45	39.42	40.40	41.41	42.45	43.50	44.59	45.70	46.85
23	28.88	29.59	30.33	31.09	31.87	32.66	33.48	34.31	35.17	36.06	36.96	37.88	38.83	39.80	40.80	41.81	42.86	43.93	45.03	46.15	47.31
24	29.15	29.88	30.63	31.39	32.17	32.98	33.80	34.65	35.52	36.40	37.32	38.25	39.21	40.18	41.19	42.22	43.28	44.36	45.47	46.61	47.76
25	29.43	30.17	30.92	31.69	32.49	33.30	34.13	34.99	35.86	36.75	37.67	38.62	39.58	40.57	41.59	42.62	43.70	44.78	45.90	47.05	48.22
26	29.73	30.47	31.23	32.01	32.81	33.63	34.48	35.34	36.22	37.12	38.05	39.01	39.98	40.98	42.01	43.05	44.13	45.23	46.36	47.52	48.71
27	30.02	30.77	31.54	32.33	33.14	33.97	34.82	35.69	36.58	37.49	38.43	39.38	40.38	41.38	42.42	43.48	44.57	45.68	46.82	47.99	49.19
28	30.32	31.08	31.85	32.64	33.46	34.29	35.15	36.03	36.94	37.86	38.80	39.77	40.77	41.79	42.84	43.90	45.00	46.12	47.28	48.46	49.68
29	30.61	31.37	32.16	32.96	33.79	34.63	35.49	36.38	37.29	38.23	39.18	40.16	41.17	42.19	43.25	44.33	45.44	46.57	47.74	48.93	50.16
30	30.90	31.67	32.47	33.28	34.11	34.96	35.84	36.73	37.65	38.60	39.56	40.55	41.57	42.60	43.67	44.76	45.88	47.03	48.20	49.40	50.64
31	31.21	31.99	32.79	33.61	34.46	35.32	36.20	37.10	38.03	38.98	39.96	40.95	41.98	43.03	44.11	45.20	46.34	47.50	48.68	49.89	51.14
32	31.52	32.31	33.12	33.95	34.80	35.67	36.56	37.47	38.40	39.36	40.35	41.36	42.40	43.45	44.54	45.65	46.79	47.97	49.17	50.40	51.66
33	31.84	32.62	33.44	34.27	35.13	36.01	36.92	37.84	38.78	39.75	40.75	41.76	42.81	43.88	44.98	46.10	47.25	48.43	49.65	50.89	52.16
34	32.14	32.94	33.77	34.61	35.47	36.36	37.27	38.21	39.16	40.14	41.15	42.17	43.23	44.30	45.41	46.54	47.71	48.90	50.13	51.38	52.66
35	32.45	33.26	34.09	34.94	35.82	36.71	37.63	38.58	39.54	40.52	41.54	42.58	43.64	44.73	45.85	46.99	48.17	49.37	50.61	51.87	53.17

- Range 2:** Child Care Assistant, Instructional Assistant, Preschool Instructional Assistant, Playground/Recess Duty Aide, Secondary Tutor
- Range 3:** Bilingual Instructional Assistant, Food Service Assistant, Secondary Instructional Assistant
- Range 5:** Bilingual Secondary Instructional Assistant
- Range 6:** Bilingual Office Assistant
- Range 8:** Transitional Kindergarten Aide, SDC Instructional Assistant
- Range 9:** Bilingual SDC Instructional Assistant, Bilingual Transitional Kindergarten Aide, Computer Lab Assistant, Custodian, Library Assistant, Media/Student Services Assistant, P.E. Instructional Assistant, School Family Coordinator, Campus Supervisor, Inclusion Assistant
- Range 11:** Groundskeeper/Custodian, Preschool Secretary, Preschool Teacher
- Range 12:** Head Preschool Classroom Teacher, High School Learning Lab Assistant
- Range 14:** District Clerk
- Range 15:** District Preschool Lead Teacher, Office Manager, Distance Learning Family Engagement Facilitator, Bilingual District Clerk
- Range 16:** Lead Custodian, Sports and Enrichment Coordinator, Community Schools After School Enrichment Coordinator
- Range 18:** Accounts Payable Technician
- Range 19:** College & Career Center
- Range 22:** Bilingual Special Education Programs Administrative Assistant, Speech & Language Pathology Assistant, Technology Assistant

1. *Initial Placement: No higher than Step 5 assuming the new employee has exemplary experience and if they also have a Bachelor's Degree they may be placed on Step 6. District shall provide written notice to CSEA of any new employees placed at Step 5 or 6.*

2. *Longevity Bonus: One-time bonus calculated as 5% of employee's regular annual salary at commencement of 10th, 15th, 20th, 25th, 30th and 35th year.*

APPENDIX C – GRIEVANCE FORM

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
(CSEA)

ROSELAND SCHOOL DISTRICT  
(RSD)

Grievant's Name \_\_\_\_\_

Grievant's Signature \_\_\_\_\_

Grievant's Work Site \_\_\_\_\_

Steward's Signature \_\_\_\_\_

**Level I – Informal:**

Date of violation \_\_\_\_\_

Date of the informal conference \_\_\_\_\_

Date of informal response \_\_\_\_\_

Name of respondent: \_\_\_\_\_

Nature of response: \_\_\_\_\_

Extension or timeline:

Date of extension \_\_\_\_\_ Date extension ends \_\_\_\_\_ Signature of CSEA representative \_\_\_\_\_

Signature of RSD representative \_\_\_\_\_

**Level I – Formal:**

Date the grievance was presented \_\_\_\_\_

Level 1 respondent's name \_\_\_\_\_

Level 1 respondent's signature \_\_\_\_\_

**\*Attach Level I statement of grievance, including Article(s) and Section(s) violated ; all available facts and evidence ; and the remedy requested .**

Date of Level I response (within 5 days) \_\_\_\_\_ **\*Attach Level I respondent's statement**

Extension of timeline:

Date of extension \_\_\_\_\_ Date extension ends \_\_\_\_\_ Signature of CSEA representative \_\_\_\_\_

Signature of RSD representative \_\_\_\_\_

**Level II:**

Date of Level I appeal (within 10 days) \_\_\_\_\_ Date of the Superintendent's response (within 5 days) \_\_\_\_\_

Extension of timeline: **\*Attach Superintendent's Level II statement**

Date of extension \_\_\_\_\_ Date extension ends \_\_\_\_\_ Signature of CSEA representative \_\_\_\_\_

Signature of RSD representative \_\_\_\_\_

**Level III:**

Grievant request CSEA to arbitrate the grievance, dated \_\_\_\_\_  
(within 10 days) \_\_\_\_\_ Signature of grievant

CSEA hereby informs RSD of its intention to take the grievance stated herein and on the attachments hereto to arbitration.

Date CSEA informed RSD of its intent to arbitrate the grievance (within 15 days) \_\_\_\_\_

Extension of timeline:

Date of extension \_\_\_\_\_ Date extension ends \_\_\_\_\_ Signature of CSEA representative \_\_\_\_\_

Signature of RSD representative \_\_\_\_\_

APPENDIX D - CLASSIFIED PERSONNEL EVALUATION REPORT

Name: \_\_\_\_\_ Classification: \_\_\_\_\_

Work Site: \_\_\_\_\_ Evaluation Period  
From: \_\_\_\_\_ To: \_\_\_\_\_

Employment Date: \_\_\_\_\_ Date of Last Review: \_\_\_\_\_  
(Present Position)

Evaluator: \_\_\_\_\_ Reviewer: \_\_\_\_\_

Type of report:	Probation ( month)	Annual	Follow up	Special
Rating Scale for Performance Level:	<b>5-Outstanding</b>	Performance significantly exceeds job expectations		
	<b>4-Above Average</b>	Consistently well above what is expected		
	<b>3-Satisfactory</b>	Meets the requirements of the job		
	<b>2-Fair</b>	Improvement needed		
	<b>1-Unsatisfactory</b>	Job performance does not meet required standards		

PERFORMANCE FACTORS      PERFORMANCE LEVEL      SUPPORTING OBSERVATIONS  
Levels 1 & 2 require specific supporting comments and recommendations for improvement

		Evaluator	Employee
<b>JOB KNOWLEDGE</b> Understanding of all phases of his/her work and related matters. Knowledge applied with respect to the total job.	5 4 3 2 1		
<b>QUALITY OF WORK</b> Thoroughness, neatness, accuracy which meets the expectations for the position.	5 4 3 2 1		
<b>DEPENDABILITY</b> Reliability in following through on assignments and instructions.	5 4 3 2 1		
<b>COOPERATION</b> Ability and willingness to work with associates, supervisors, students and others. Effectiveness in working with others.	5 4 3 2 1		
<b>PRODUCTIVITY</b> Demonstrated accomplishments, or volume of work. Work output relative to schedules and/or expectations.	5 4 3 2 1		

PERFORMANCE FACTORS	PERFORMANCE LEVEL	SUPPORTING OBSERVATIONS Levels 1 & 2 require specific supporting comments and recommendations for improvement	
		Evaluator	Employee
<b>ORGANIZATIONAL ABILITY</b> Demonstrates planning and organization, meets deadlines, complies with rules and works in safe manner.	5 4 3 2 1		
<b>INITIATIVE</b> Self-starting and acting on own. Amount of direction needed or the ability to learn tasks. Resourcefulness in work situations.	5 4 3 2 1		
<b>ATTENDANCE</b> Punctuality and/or consistency in coming to work daily and conforming to work hours	5 4 3 2 1		
<b>INTERPERSONAL RELATIONSHIP</b> Communicates effectively with students, staff, parents and community. Respects confidentiality.	5 4 3 2 1		
<b>PLANS AND DIRECTS WORK OF OTHERS EFFECTIVELY (if applicable)</b> Plans, organizes, schedules, coordinates, trains and instructs those under his/her supervision. Evaluates subordinates. Displays leadership, operational economy and supervisory control.	5 4 3 2 1	N/A	
OVERALL RATING: 1 2 3 4 5		A rating of 1 or 2 require specific recommendations with a follow-up Evaluation within three (3) months	

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Reviewer

\_\_\_\_\_  
Date

In signing the Evaluation Report Form the Employee Signature acknowledges having seen and discussed the report. The signature does NOT necessarily indicate agreement with the conclusions of the evaluator.

\_\_\_\_\_  
Title of Reviewer

APPENDIX E – PROFESSIONAL GROWTH REQUEST FORM

ROSELAND SCHOOL DISTRICT  
REQUEST FOR COURSE APPROVAL (CLASSIFIED)

\_\_\_\_\_  
Name School or Location Date

I request approval of the following course(s):

Course Number	Date to be Taken	Course Title Or Description	College/School/Other	Units Sem. Qtr. Hrs.

Explanation of course content:

\_\_\_\_\_  
\_\_\_\_\_

Objective in taking the course:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

Principal/Supervisor's Recommendation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal/Supervisor Signature

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved

\_\_\_\_\_  
Superintendent