2025 - 2028

Los Gatos Saratoga Union High School District

NEGOTIATED AGREEMENT

Updated: June 11, 2026

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ARTICLE 1 - Recognition

This Agreement is made and entered on June 15, 2020 between the Los Gatos-Saratoga Union High School District (hereinafter “District”) and The California School Employee Association and its Chapter 875 (hereinafter “CSEA”), for that unit of classified unit members set forth in Appendix A.

The District may designate positions as excluded from the unit, for example as confidential, management or supervisory; these designations must be challenged by CSEA within ten (10) working days of written notice by the District. If the designation is challenged, the parties will meet and confer; and if no agreement is reached, the matter will be referred to PERB.

ARTICLE 2 - Employee Organization Rights

2.1 The District and CSEA recognize the right of unit members to form, join and participate in lawful activities of employee organizations.

2.2 The District agrees to abide by all State and Federal laws with regard to discrimination and affirmative action. The District agrees to abide by the Government Code Section 3546 (agency fee for all employees) as long as that code section is in force in the State of California. In the event that Government Code Section 3546 is no longer in force, the parties agree to meet and negotiate over any impacts on the bargaining unit.

2.3 The District shall provide CSEA with a copy of the District Personnel Directory as it is changed or updated. The District will continue to forward to CSEA member applications and authorizations for payroll deductions for every unit member hired.

2.4 Payroll Deductions:

2.4.1 The District agrees to deduct from the pay of unit members of CSEA such dues, fees, and contributions authorized in writing by the unit member, which deductions shall be paid to CSEA monthly.

2.4.2 Deductions for membership dues for any unit member in the bargaining unit shall not be permissible except to CSEA.

2.5 Access to New Employee Orientations:

2.5.1 For purposes of this article, “newly hired employee,” “new hire” or “new employee” means any employee, whether permanent, full-time, part-time, hired by the District and who is still employed as of the date of the new employee orientation addressed in this agreement, including previously hired employees.

The District shall strive to hold a new employee orientation at least quarterly, and at a minimum once a year at the start of the school year.

2.5.2 The District shall provide CSEA not less than 10 days’ electronic notice in advance of a new employee orientation, except that a shorter notice may be provided, with the agreement of CSEA President or designee, or in a specific instance where there is an urgent need critical to the employer’s operations that was not reasonably foreseeable.

2.5.3 The Chapter President or their unit member designee shall receive release time to attend new employee orientation meetings (up to 1.5 hours per orientation) occurring after the newly hired employee’s first date of paid service. If the new employee orientation occurs more than thirty days after the employee assumes paid status, the new employee shall receive 30 minutes of release time to meet with an Association representative. The meeting with the Association representative may occur at the new employee’s worksite.

2.6 Unit Member Information:

2.6.1 The District shall provide CSEA with a list of names and contact information for any newly hired unit member within 30 days of the date of hire or by the first pay period of the month following hire and a list of all unit member names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically (in the

electronic format in which the District holds the information and/or an excel spreadsheet to be uploaded, and shall include:

First name, middle initial and last name;

Suffix (e.g. Jr, III);

Job title;

Department;

Primary worksite name;

Work telephone number;

Home street address including apartment number, city, state and zip code (5 or 9 digits);

Home telephone number (10 digits);

Personal email address on file with the District;

Employee ID;

Hire date;

CalPERS status (Y/N)

2.7 The District shall promptly forward a copy of any letters of revocation to CSEA. CSEA shall indemnify and hold the District harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.

2.8 CSEA shall provide timely, advanced requests for meeting space through the District Office and comply with District regulations on use of facilities.

2.9 Duly authorized representatives of CSEA shall have the right to transact official organization business on District property after notifying the administration regarding the time, place and type of activity and where such activity will not interfere with school programs and/or the integrity of the unit member's work day.

2.10 CSEA shall have the right to post notices of activities in matters of organization concern on the institutional bulletin board, which shall be provided at each school district site in an area frequented by unit members. Said notices shall contain the date of publication and the identification of the Union. CSEA shall be permitted the use of the intra-District mail service and mail boxes for communications to unit members regarding matters with which CSEA is involved.

2.11 The District will consult with CSEA, upon request, when requesting bids for services, which could be performed by unit members of the bargaining unit. CSEA will be given notice of such request for bids at the time of the making of the request. The District's policy is to accomplish required work with the regular work force whenever possible. The District intends to maintain past practice by not contracting out for services in order to replace regular employees.

2.12 The District will inform new unit members of CSEA status as exclusive representative and provide them with copies of this contract at the time of hire.

2.13 Representatives of CSEA shall be designated by CSEA and a list shall be submitted to the District each year by October 1st. Alternative representatives may be designated with at least two (2) weeks prior notice.

2.13.1 Two representatives from CSEA may attend one (1) CSEA conference for up to five (5) days per school year without loss of salary. All costs associated with the conference are the responsibility of CSEA and will not be paid by the District. A request for such release time is to be submitted to the immediate supervisor for approval five (5) days in advance of the absence.

2.14 The District shall provide a total of 40 hours of paid release time to CSEA representatives (as designated in 2.15) per contract year. CSEA shall provide three (3) days written notice for authorization of this release time.

2.15 The District shall provide a total of 20 hours of paid release time annually to CSEA negotiating team members for negotiation preparation. CSEA shall provide three (3) days written notice for authorization of this release time.

2.16 The District shall provide a total of 60 hours of paid release time annually to the CSEA Chapter President. This paid release time is in addition to all time set out in 2.15.1 and 2.15.2 above. CSEA shall provide three (3) days written notice for authorization of this release time.

ARTICLE 3 - District Rights

3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline unit members.

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 to the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

3.3 The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in case of emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board and is expressly excluded from the provisions of Article X "Grievance Procedure”.

ARTICLE 4 - Hours and Overtime

4.1. The normal workweek for full-time unit members shall consist of five (5) consecutive days of eight (8) hours per day and forty (40) hours per week. The hours of the workday shall be designated by the District for each unit member. Each full-time and part-time unit member shall be assigned a fixed, regular and definite number of hours of work per day.

4.2. A unit member who is directed by their supervisor to work an average of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more by virtue of assignment, shall have their regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a pro rata basis. The District shall have the right to reduce upward adjusted hours back to regular work schedule when it is determined to be in the best interest of the District, however, the District shall be required to utilize layoff or other legal procedures as required by law in order to reduce the adjusted hours. This section does not apply to temporary increases in assigned time to fill in for another unit member on leave of absence or vacation.

4.3. Lunch Period – Any bargaining unit member who works six (6) or more hours per day shall be entitled to an unpaid uninterrupted, duty free meal break. For full-time unit members, the length of time for such lunch period shall be for a period of no longer than one (1) hour (except bus drivers), nor less than one-half (1/2) hour. For unit members who are less than full-time, the length of time for such lunch period shall be for a period of no longer than one-half (1/2) hour, unless otherwise agreed upon between the unit member and their supervisor.

4.3.1. The District shall endeavor to provide coverage for bargaining unit positions that require coverage to take an uninterrupted, duty free meal break, to the extent practicable. In the event that any unit member is not provided coverage for lunch, they shall notify their immediate supervisor so that the District may assess available options, including temporarily closing work stations or offices.

4.4. Rest Period - All bargaining unit members shall be granted a rest period of fifteen (15) minutes for every four (4) consecutive hours of work in accordance with applicable law and District practice. The District shall schedule such rest periods based on operational needs, taking into account site schedules and supervision requirements, and generally near the midpoint of each four (4) hours, to the extent practicable.

4.4.1. Rest period time shall not be used to lengthen a lunch period or shorten a workday nor may the rest period be used to make up lost time, unless otherwise agreed upon by the unit member's supervisor.

4.4.2. This section is not intended to deny use of restrooms.

4.5. Overtime. Except otherwise provided herein all overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half (½) the regular rate of pay of the bargaining unit member for all work suffered or authorized. Overtime is defined to include any time worked in excess of eight (8) hours in any one (1) day or on any one shift or in excess of forty (40) hours in any calendar week, Any bargaining unit member required to work on a holiday shall be compensated as described in Article 6 (Holidays). Compensatory time shall be earned at the same rate as overtime accepted for the hours worked.

4.5.1. Any bargaining unit member who works twenty (20) hours or more during their assigned workweek shall be compensated at the overtime rate (one-and-one-half (1-½) times the regular rate of pay) for all work performed on the sixth (6th) consecutive day of work and double their regular rate for all hours worked on the seventh (7th) consecutive day of work.

4.5.2. Any bargaining unit member who works less than twenty (20) hours during their assigned workweek shall be compensated at the overtime rate (one-and-one-half (1-½) times the regular rate of pay) for all work performed on the seventh (7th) consecutive day of work up to eight (8) hours and anything beyond eight (8) hours shall be paid at double their regular rate of pay.

4.5.3. Overtime Compensation/Distribution – Overtime compensation shall be mutually agreed upon by the bargaining unit member and the supervisor prior to overtime, except in emergency circumstances. Unit members shall be first offered the opportunity to take pay for overtime before being offered compensatory time. Compensatory time may only be offered with prior written approval from the Human Resources Department.

4.5.3.1. Compensatory time-off shall be scheduled at a time mutually agreed upon by the bargaining unit member and the District for job classifications which require a substitute. If compensatory time is earned, the unit member shall use the compensatory time within 90 days of the day worked. If the compensatory time is unused by the 91st day, it will be paid out as overtime in the next feasible pay period.

4.5.3.2. The District shall make reasonable efforts to distribute overtime opportunities to qualified bargaining unit members within a classification at the applicable school site, in a fair and equitable manner. Overtime opportunities shall be offered to bargaining unit members on a rotating seniority basis within each department from a list of bargaining unit members. The District shall establish overtime rotation lists at all work sites that shall be displayed in a manner that is accessible to all bargaining unit members and shall be provided to CSEA upon request.

4.5.3.3. In the event overtime cannot be filled by a site unit member serving in the classification because all unit members have refused such offer first based on seniority, it shall be offered to site unit members qualified to perform the duties. If all qualified unit members at the school site refuse the overtime opportunity, the overtime may be offered to qualified unit members at other school sites.

4.5.3.4. A bargaining unit member may refuse offers of overtime.

4.5.3.5. Nothing herein shall limit the District's ability to assign overtime based on operational needs, including the ability to modify or bypass these procedures in emergency situations.

4.6. The District will grant a unit member paid time off for the purpose of voting in State or Federal elections if the unit member is required to be at work during the entire time the polls are open.

4.7. Unit members shall be granted paid time off to donate blood during District sponsored blood drives.

4.8. For the purpose of computing the number of hours worked, time during which the unit member is excused from work because of holidays, vacation, sick leave and compensated time off shall be considered as time worked by the unit member.

4.9. The District will give CSEA and the unit member involved ten (10) working days' notice before requiring a permanent change in work hours. When a change in work hours is planned, the unit member involved shall be consulted prior to the change taking effect. The change in work hours shall not be made for arbitrary or capricious reasons. CSEA and/or the unit member will be given an opportunity to meet, if requested. This will not apply to hour changes applicable to unit members with variable work hours.

4.10. Unit members called back to work without prior notice after the completion of their regular assignment shall be paid a minimum of four (4) hours pay. Time worked on call back where a regular daily assignment is less than eight (8) hours shall be paid at straight time up through eight (8) hours and all hours worked after eight (8) will be paid at time and one-half (1.5). The guaranteed four (4) hours shall not be applied toward overtime compensation unless actually worked; for example, a unit member called back for one (1) hour will be paid for four (4) hours and an eight (8) hour unit member called back for three (3) hours will be paid four and one-half (4.5) hours. This will result in payment of a minimum of four (4) hours pay, or the actual time worked at one and one-half (1.5) (where applicable), whichever is greater.

4.11. Any unit member required by the District to take an examination shall be released for such purpose without loss of pay if the examination only occurs during the unit member's regular work hours.

4.12. Any unit member wishing to test for a District vacancy shall be permitted to do so without loss of pay if the test is only given during the unit member's regular work hours.

4.13. Unit members may request to temporarily adjust their work schedules subject to approval by their direct supervisor and Human Resources. Temporary work schedules under this section are not subject to the requirements of Section 4.9. Temporary is considered between 30 - 90 work days, excluding holidays and time off. Human Resources shall notify the CSEA Chapter President or their designee of any temporarily adjusted work schedules.

ARTICLE 5 - Salary and Fringe Benefits

The 2026-2027 salary schedule shall be increased by five percent (5.0%) ongoing across all cells of the CSEA salary schedule effective July 1, 2026.

In addition, the District shall reserve at least 0.7%, but not more than than 0.8%, to make non-uniform enhancements to Appendix A, including but not limited to adding additional ranges and reclassifying positions to high ranges. The District and CSEA will negotiate these non-uniform enhancements during the 2026-27 school year. Any mutually ratified enhancements shall be implemented as on-going, on-schedule salary increases in the month immediately following the completion of ratification, unless the parties agree to delay implementation to a later date. If the parties agree to provide a retroactive benefit for any enhancement, the corresponding payment shall be one-time and off-schedule. Negotiations on these enhancements and any settlement reached therein shall not limit either party's ability to reopen Article 5 (Salary and Fringe Benefits) during the 2026-27 school year under the terms of Article 19 (Term).

If at any time during the 2026-2027 school year negotiations between the District and any other bargaining unit (or employee group) result in a greater negotiated salary increase for the 2026-2027 school year, on or off salary schedule, Article 5 of the CSEA negotiated Agreement shall be amended to reflect the increase.

5.1 Unit members will be paid pursuant to Appendix A1.

5.1.1 The 2026-2027 CSEA classified salary schedule (Appendix A1) shall be separated from the longevity increment schedule effective July 1, 2026, and the new A1 shall be attached to the 2026-2027 reopener tentative agreement.

5.1.2 All step advancements will occur in July of each school year provided the unit member has been on the previous step for at least six (6) calendar months.

5.1.3 Longevity is based on years of service with the District. Employees who begin work in one calendar year may be credited with a year of service on July 1st of the following calendar year. All subsequent qualified service advancements will occur each July 1st, provided the unit member has been in paid status for at least 130 regular work days in the preceding year. A 7% longevity increment may be earned following the completion of seven years of service in the District. The longevity increment shall be based on the worker's base rate of pay. Following the initial longevity, qualified annual longevity increments, as detailed on the salary schedule, shall be applied in July of each school year.

Longevity increments are as follows:

Starting Service Year (As of July 1 Annually)	Longevity Increment over Base Salary	Starting Service Year (As of July 1 Annually)	Longevity Increment over Base Salary
8	7.00%	19	19.26%
9	8.06%	20	20.44%
10	9.13%	21	21.64%
11	10.21%	22	22.84%
12	11.30%	23	24.06%
13	12.41%	24	25.29%
14	13.52%	25	26.54%
15	14.65%	26	27.79%
16	15.78%	27	29.06%
17	16.93%	28	30.34%
18	18.09%		

5.1.4 In the case of the promotion of any current bargaining unit member to a position with a higher salary range, they shall be assigned to the step in the new range which earns at least 5% above his or her current salary schedule placement, excluding longevity, providing such placement shall not exceed step seven (7) of the new range. When such placement would result in an increase in excess of step seven (7), the employee shall be placed on step seven (7). When an employee has earned longevity in accordance with section 5.1.2, the appropriate longevity factor will be applied to the promotional salary amount.

5.2 A unit member assigned duties not a part of his/her classification for a period of more than four (4) workdays within a fifteen (15) day period shall have his/her salary adjusted upward for the entire period he/she is required to work in a higher classification. The four (4) out-of-class workdays do not have to be full shifts. The employee shall receive the regular rate of pay for that higher classification at the step on which he/she is assigned in his/her regular classification. If the assignment consists of working out-of-class in place of his/her lead or bargaining unit supervisor, he/she shall receive 5% working out-of-class pay for all hours worked out of class.

Unit members required to perform work in a lower classification shall continue to receive his/her regular rate of pay.

5.3 <u>District Medical/Dental/Vision/Life Insurance Contributions:</u>

5.3.1 Beginning January 1, 2014, the District shall provide medical benefits through the California Public Employees' Medical and Hospital Care Act, Government Code 22750 et seq., ("PEMCHA," "CalPERS" or "CalPERS Medical) for unit members and eligible dependents. Unit members will have the choice of plans and benefit specifications as provided by CalPERS. The relevant CalPERS regulations and statutory provisions shall govern this article. The District's participation in CalPERS and the contributions toward medical premiums are established under Government Code Section 22895 and the provisions of this agreement.

5.3.2 Vision Benefits

The District will contribute the full premium cost of the District vision plan(s) for full-time unit members and their eligible dependents. Part-time members will receive District contributions as detailed in Section 5.5 of this Article.

5.3.3 Dental Benefits

The District will contribute the full premium cost of the District dental plan(s) for full-time unit members and their eligible dependents. Part-time employees will receive District contributions as detailed in Section 5.5 of this Article.

5.3.4 Life Insurance:

The District shall pay the premium costs for a $50,000 life insurance policy for unit members employed with the District at least 0.25 FTE.

5.4 District Contributions to CalPERS Medical Plans:

5.4.1 The District will pay the monthly minimum payment to CalPERS, required by Government Code Section 22892(c), as the minimum required payment of retirees and current active unit members. The amount for the first year will be $1.00 per month for the first full year of coverage under CalPERS, and will increase each year thereafter as specified by Government Code Section 22892(c).

5.4.2 The District will contribute to each full-time unit member (individual, plus one, and family plan) up to an amount that, when added to the CalPERS mandated minimum, will not exceed the monthly tiered rates for Anthem HMO Select Plan (which through December 2026 are: individual $1,336.29, plus one = $2,672.58, family = $3,474.35). This contribution shall be made monthly while the individual unit member is employed. In addition, the District will contribute to a District-sponsored HRA in the amount of $125 per employee per month for each full-time unit member, and a prorated amount for any part-time unit member, who is the primary subscriber of the District medical plan prorated for each eligible part-time unit member.

5.4.3 A unit member eligible for full-time medical benefits may decline medical insurance coverage, subject to CalPERS regulations and local District requirements beginning July 1, 2015. The District will pay an annual contribution of $3,600 into a HRA for each eligible unit member selecting to decline medical coverage, provided the individual unit member certifies having alternative medical insurance coverage. This opt-out provision is not available to part-time unit members working less than 80%.

5.4.4 If the Anthem Select premiums increase for the 2027 plan year and there is no negotiated increase in the District's monthly contribution, any monthly increase in premium rates will be paid temporarily by the District and will be accounted for retroactively at the completion of the 2026-2027 bargaining process.

5.4.5 The District will continue to pay the full premium cost of the District dental plan(s) and Vision Service Plan for all eligible full-time unit members and their dependents.

5.5 Part-Time Unit Members Coverage:

Part-time unit members shall be eligible to participate in medical, dental and vision programs per the terms of the contract with each carrier. For unit members employed less than 0.80 FTE, the District contribution to the cost of the coverage elected shall be in the same proportion that the unit member's contract bears to the District contribution for a full-time contract (e.g., a unit member with 0.6 FTE, will be eligible for 60 percent of the District's maximum contribution of the cost of health programs in which the unit members elects to participate). For unit members employed at 0.80 FTE or more, the District will pay full-time premiums as detailed in Section 5.4.2.

5.6 Affordable Care Act Excise Tax On High-Cost Employer-Sponsored Plans:

By January 1, 2018, if the total District contribution for medical benefits as specified in Section 5.5.2 of this article exceeds the contribution limits as established by the Affordable Care Act, the individual employee will reimburse the District the amount of any penalty or elect a less costly plan.

5.7 CalPERS Minimum Retiree Benefit Vesting Period:

Beginning January 1, 2014, the eligibility for the minimum payment to individuals who retire on or after January 1, 2014 shall be fifty (50) years of full-time District service. This vesting period is subject to future negotiations.

5.8 Domestic Partner Coverage:

The District will provide health benefits for qualified domestic partners of unit members to the same extent, and subject to the same terms and conditions, as health benefits are available to eligible dependents of unit members under this Agreement. This coverage is conditioned upon the domestic partner meeting all the criteria of California Family Code Section 297, and upon the unit member presenting the District with proof that a valid declaration of domestic partnership has been filed according to the above Family Code Section or with any local agency registering domestic partnerships.

5.9 Ceasing Participation In CalPERS Medical:

If the District decides to terminate participation in CalPERS Medical, the District will no longer be liable for the payment of the retiree contribution set forth in subsection 5.7 for those retiring after the notice of termination.

The District will provide notice and opportunity to negotiate with the Association over the replacement plans and District contributions.

5.10 Early Retiree Benefits Program

5.10.1 Qualifications and Definitions

The Early Retiree Benefits Program (hereinafter called The Plan) provides medical, dental, and vision care benefits regularly accorded employees under this contract to qualifying unit members on a shared-cost basis.

5.10.1.1 Eligibility Criteria and Coverage Levels

Hire date* prior to July 1, 2026: Must have served 10 years of full-time equivalent (FTE) service in the Los Gatos-Saratoga Union High School District and be at least age 55. Eligible for up to Employee + Family benefits.

Hire date* July 1, 2026, or after: Must have served 20 years of full-time equivalent (FTE) service in the Los Gatos-Saratoga Union High School District and be at least age 58. Eligible for up to Employee + One benefits.

* Voluntary separation from the District resets an employee's hire date, but does not impact their total years of service with the District.

5.10.1.2 FTE Calculation: Service is based on full-time equivalence (e.g., a unit member serving 10 years at a 0.75 FTE assignment accrues 7.5 years of full-time service).

5.10.1.3 Duration: Benefits are provided until the retiree's 65th birthday, or the current Medicare eligibility age, whichever is later. In the event of the retiree's death prior to the termination of benefit eligibility, spousal and/or dependent/s benefits will continue only through the premium year in which death occurs.

5.10.1.4 Notification: Eligible unit members should notify the District by February 1 of their intent to retire. This timeline is set for the benefit of other unit members and to promote orderly staffing and budgeting.

5.10.1.5 Post-Retirement Dependents: Retirees are responsible for any health care premium costs for any spouses or dependents added after the date of retirement.

5.10.1.6 Ineligible Retirees: Unit members who retire under the provisions of STRS or PERS and who do not qualify for The Plan, may continue to participate in the medical

and vision programs of the District, subject to the approval of the carrier, by paying the full cost of the premiums each month to the Business Office.

5.10.2 Benefit Structure and Cost Sharing

5.10.2.1 For retirees qualifying for The Plan under §5.10.1.1 of this Article, The Plan will pay 100% of dental and vision premiums for the retiree and their qualifying dependents. For medical coverage, The Plan will reimburse the retiree's CalPERS Medical premiums for the retiree and their qualifying dependents up to the cost of the Anthem HMO Select plan and according to the cost sharing described in §5.10.2.2 below.

5.10.2.2 Medical Premium Contributions (Effective July 1, 2026)
The Plan will pay the following percentage of the medical premium based on the age of retirement:

Retiring at age 64:	Plan pays 100%
Retiring at age 63:	Plan pays 98%
Retiring at age 62:	Plan pays 96%
Retiring at age 61:	Plan pays 94.5%
Retiring at age 60:	Plan pays 92.5%
Retiring at age 59:	Plan pays 86.5%
Retiring at age 58:	Plan pays 81%
*Retiring at age 57:	Plan pays 75.5%
*Retiring at age 56:	Plan pays 70.5%
*Retiring at age 55:	Plan pays 66%

*Ages 55–57 are only available to employees hired prior to July 1, 2026.

5.10.2.3 For retiree medical benefit coverage effective on or before June 30, 2026, cost sharing of both the medical plan premiums and the increases to medical plan premiums will continue to follow the language of the CSEA agreement in force on the date of retirement. For retiree medical benefit coverage effective after June 30, 2026 but before October 1, 2026, cost sharing of both the medical plan premiums and the increases to medical plan premiums will continue to follow the language of the CSEA agreement in force on June 30, 2026.

5.10.3 General Provisions

5.10.3.1 Vesting: Unit members who resign subsequent to a suspension in order to avoid dismissal proceedings, or who are dismissed for felonious activities, will not qualify for this plan. The Plan is not a vested right.

5.10.3.2 Other Employment: Retirees shall remove themselves from The Plan if they take new employment that offers comparable health benefits.

5.10.3.3 Plan Solvency: The cost of these benefits and the resources necessary to meet obligations under The Plan shall be subject to the annual negotiations process, but costs shall at all times be shared by The Plan and the retiree. Contributions to The Plan, and interest earned, shall remain in The Plan as accumulating funds except when used for the purpose of supporting The Plan. The District and the Association recognize the need for flexibility within the program in order to ensure continuing benefits and to meet future increases in premium costs. The Plan will be reviewed annually, including: (1) the fund balance; (2) the number of current participants; (3) the number of new and prospective retirees joining The Plan; (4) the level of coverage; (5) ongoing program costs; and (6) retiree/District contributions. As it becomes necessary, District funds (lottery or other) will be considered in order to keep The Plan solvent.

5.11 Whenever it is determined that an error has been made in the calculation for reporting any classified unit member's payroll or in the payment of any classified unit member's salary, the District shall, within five (5) working days following such determination, provide the unit member with a statement of the correction and a supplemental payment drawn against any available funds. Adjustment to recoup overpayments shall not take place until the unit member has had the opportunity to meet with the District, and their CSEA representative if they so choose, to discuss the overpayment and create a reasonable repayment schedule.

5.12 Any member in the bargaining unit required to use his/her vehicle on District business shall be reimbursed at the current mileage reimbursement rate determined by the Internal Revenue Service (IRS). Any worker assigned or requested by the District, on a temporary or permanent basis, to work at two or more sites shall be allowed to travel between sites during his/her regularly assigned hours without loss of compensation. This provision shall not apply to part-time workers who apply and are selected to fill a second part-time position, in accordance with Article 9, Section 1 of this Agreement, or to new workers who hire on for two part-time positions.

5.13 The District shall pay the full cost of the purchase, lease, or rental of uniforms, special clothing, and safety equipment as required by the District to be worn or used by the unit member. Employees who require safety footwear shall receive one (1) voucher per fiscal year to purchase, from District assigned vendor(s), appropriate footwear for their classification. Footwear vouchers shall be set at the following rates: (a) $175 annually for food service and custodial classifications; and (b) $225 annually for general maintenance worker and groundskeeper/gardener classifications. Vouchers must be used within the fiscal year in which they are issued. The District shall strive, whenever practicable, to issue vouchers at the start of the fiscal year or upon hire, and to select a vendor(s) that provides employees the opportunity to be fitted for footwear. New employees hired on or after January 1 will receive one voucher upon hire for the current and following fiscal year.

5.14 The District shall pay for any work-related schooling required by the District.

5.15 The District agrees to provide or pay the cost of any medical examination required as a condition of continued employment. Reimbursement for any medical examination pursuant to this section shall be limited to $75.00.

5.16 The unit member shall be responsible for securing and maintaining any license, certificate or any legal requirement of his/her position.

5.17 Unit members shall participate in the California State Disability Insurance program via payroll deductions from their salaries. The District shall carry out its obligations to implement the program.

5.18 A graveyard shift differential of 5% shall be paid for hours assigned to be worked between the hours of midnight and 5 a.m. This differential shall not be applied to overtime hours worked during this time period as a result of the extension of swing shift or day shift.

5.19 For all 8 hour (full time) custodians, a swing shift differential of five percent (5.0%) shall be paid for hours assigned to be worked between the hours of 2:00 pm and 11:59 pm. This differential shall not be applied to overtime hours worked during this period as a result of the extension of an assigned shift.

5.20 A committee of up to four unit members appointed by CSEA and four members appointed by the District will be formed for the purpose of discussing possible cost containment measures and alternatives available for health and welfare benefits. The committee will also discuss possible retirement insurance coverages and retirement insurance alternatives as well as funding sources. Any contract changes recommended or resulting from this committee must be mutually agreed upon by the parties. A representative of the certificated bargaining unit may be included if requested.

5.21 <u>Professional Growth Plan:</u>

5.21.1 Purpose:

The purpose of the professional growth plan is to encourage unit members to become lifelong learners; informed and active citizens who are positive role models; and who are knowledgeable, self-directed members.

5.21.2 Goal:

With that purpose in mind, the Los Gatos-Saratoga Union High School District encourages employees to consider the following as options that may be available as avenues of support:

5.21.3 Qualifying Course Work:

The following criteria apply to courses taken by unit members at an accredited college, community college, trade school, adult education school, or any other accredited school or district approved organization:

a. The subject matter of the course relates directly to the position currently occupied by the employee; or

b. The subject matter of the course meets the requirements of a position for which the employee is training; or

c. The subject matter of the course supports District goals and objectives; and

d. Classes, seminars, workshops, and conferences attended on District time when the District pays any portion of the expenses are not covered by these provisions.

e. Coursework related to requirements of employment will not be considered qualified coursework.

5.21.4 Professional Growth Award:

A professional growth award of $50 upon the completion of 1 professional growth unit (PGU). A maximum of 6 PGUs may be earned in any one school year. All permanent unit members are eligible to participate. The award is payable in January or June of the school year in which it is earned. Payment will be made on 2nd semester classes that end after the June payroll timeline in July/August. Fractional units will not carryover. To qualify for reimbursement, the unit member must submit a transcript with a grade “C” or better or a Certificate of Completion.

Successful completion of any approved, accredited college course work will be awarded 6 PGUs.

For non-college coursework, including workshops, conferences, or other training through district approved organizations the following PGUs will be awarded:

0.5 PGU= 2.5 hours
1.0 PGU= 5.0 hours

5.21.5 PGU Approval Process:

Unit members will complete the approved form in consultation with their supervisor/site administration. Administration will then approve or deny the request. Forms will then be submitted to Human Resources for processing.

5.22 Stipends

5.22.1 Bilingual Stipend:

An eligible employee who is selected to perform translation or interpretation services shall be paid a stipend of $150.00 per month above base salary. The Principal and Human Resources Department

shall determine the need for bilingual services annually. The Principal or designee shall ensure all unit members at the school site are notified of the need for bilingual services and be given the opportunity to be considered for the stipend. Each school site Principal is allowed up to two bilingual stipends at one time.

To be eligible for a stipend, the employee must demonstrate ongoing satisfactory proficiency in the target language. The Principal and Human Resources shall appoint qualified employees annually, based upon need.

Translation and/or interpretation services provided by the appointed bilingual unit member outside regularly scheduled work hours shall be paid on a timesheet at the appropriate applicable rate.

5.22.2 The District and CSEA shall negotiate the Mental Health Therapist Lead position, no later than July 1, 2026.

5.22.3 Toileting Support for Students with Special Needs

Unit members assisting with toileting needs of students with special needs shall be paid a stipend of $150.00 per month above base salary.

ARTICLE 6 - Holidays

6.1 The following days shall be observed as holidays with pay:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Lincoln's Day	Day following Thanksgiving
Washington's Day	Day before Christmas
Memorial Day	Christmas Day
Juneteenth	*3 Holidays at Winter Break
July 4th	New Year's Eve Day
Labor Day	**One (1) Floating Holiday

When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When the holiday falls on a Sunday, the following Monday shall be deemed to be the holiday. If Christmas or New Year's Day falls on Monday, the day granted before shall be deemed to be the previous Friday.

Additional holidays: Every day declared by the President or Governor of this state as provided for in subdivision (b) and (c) of E.C. Section 37220.

A unit member who is required to work on a holiday shall be regarded as having worked authorized overtime and shall be compensated at the rate of time and one-half in addition to the holiday pay.

Holiday Eligibility: To be paid for a holiday, unit members must be employees of the District on the holiday and must be in paid status on the working day immediately preceding or succeeding the holiday. Members in the bargaining unit who are not normally assigned to duty during the school holiday of Christmas Eve, Christmas Day, New Year's Eve and New Year's Day shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. *Three holidays are hereby provided to be taken during the Winter Break scheduled between December 24th and January 1 of each year.

**Each unit member will be provided one (1) floating holiday annually. The date of the floating holiday must be approved by the unit member’s direct supervisor. The floating holiday may not be used on the following days: (1) convocation, (2) during the first or last week of school, (3) on a student instructional day. For 10-month employees, if a work calendar contains no work days that are not student instructional days, then those 10-month employees may utilize the floating holiday on a student instructional day. A substitute may not be utilized on the floating holiday. Floating holidays do not accrue, carry over to the next school year, and cannot be cashed out.

6.2 Calendar Development:

CSEA shall designate 5 members to participate in the regular District calendar development committee for the district. CSEA shall be consulted annually on the yearly work calendar development.

ARTICLE 7 - Vacation

7.1 Vacation leave shall be accrued at the following rate for each month the unit member works in a paid status. Part-time unit members shall earn vacation leave on a prorated basis:

Years of Service	Days of Annual Vacation (12-month unit members)
1	12 days
2-5	14 days
6-10	17 days
11-14	22 days
15 and over	24 days (increase from 22)

Years of Service	Days of Annual Vacation (11-month unit members)
15 and over	22 days (increase from 20)

Years of Service	Days of Annual Vacation (10-month unit members)
15 and over	20 days (increase from 18.33)

7.2 A holiday falling within a vacation period shall not constitute a vacation day.

7.3 Vacation shall not be granted until after completion of the initial seven (7) months of service in the District, except as is provided in Section 7.6 of this article.

7.4 Vacation leave must be taken within the fiscal year after accrual and must be scheduled at a time approved by the supervisor. Vacation accrued in a prior school year and not taken in the subsequent school year shall be paid out to the employee in August of the school year following the subsequent year. The District shall notify all employees of the number of vacation days accrued that must be taken by June 30, by January 1 of each year.

For the 2019-20 school year, employees will carry over unused accrued vacation from the 2018-19 and the 2019-20 school years into the 2020-21 school year. Unused accrued vacation from the 2018-19 school year shall not be paid out in August 2020, but would be eligible to be paid out in August 2021, if not taken in the 2020-21 school year. The parties agree to work towards the goal of ensuring that all unused vacation accrued in 2018-19 and 2019-20 be taken in the 2020-21 school year to the greatest extent possible.

7.5 The unit member may be granted vacation time during the school year even though not earned at the time the vacation is taken with the approval of the Superintendent's designee.

7.6 Unit members working less than twelve (12) months shall take their vacation on non-school days (e.g. December/January, February and April recesses) or on school days when approved in writing by their immediate supervisor. Eleven (11) and twelve (12) month employees may take vacation during June and July as approved by their supervisor. For twelve (12) month employees, up to three (3) days of vacation may be required to be scheduled during the December/January break. Upon mutual consent of the direct supervisor and principal or designee and the unit member, twelve (12) month unit members may have the option to work up to three (3) days during the December/January break.

7.7 Upon termination, earned and unused vacation shall be paid to the unit member except those unit members who terminate within seven (7) months from date of hire. The amount accrued can only be for one (1) year. For example, an employee who carries forward fourteen (14) days of vacation from the

previous year and has accrued fourteen (14) days through the end of the current year could be paid twenty-eight (28) days of vacation at resignation/retirement.

7.8 Unit members working fewer than twelve (12) months less than 217 days per year may arrange to receive a lump sum for vacation in June or in two equal installments in January and June.

7.9 Vacation requests must be approved by the immediate supervisor. Any vacation request, which is disapproved, will be accompanied by an explanation for the refusal and responded to in a timely manner. An immediate supervisor will encourage employees to take vacation in the fiscal year it's earned.

ARTICLE 8 - Leaves of Absence

8.1 Sick Leave:

8.1.1 Every unit member employed full-time for eight (8) hours per day, five (5) days per week, will be entitled to one day of paid sick leave for every month in a paid status. Sick leave will be prorated for part-time unit members on a proportionate basis based upon the regular hourly assignment of the unit member when compared to a full-time unit member. Unit members returning from sick leave shall be subject to the same contract provisions and policy with regard to assignments and classification as unit members not on leave.

8.1.2 Unit members must complete absence reports as required by the District. Proof of illness may be required where abuse of sick leave is suspected or where the unit member's physical or mental fitness to return to work is in question.

8.1.3 Unused sick leave will accrue from year-to-year without limit.

8.1.4 Sick leave for a given fiscal year shall be granted in advance to permanent bargaining unit members. All sick leave used but unearned will be returned to the District if a bargaining unit member terminates employment prior to the end of the fiscal year.

8.1.5 A probationary unit member may use no more than six (6) days of sick leave which they would have accumulated during the first six (6) months of probation. If the appointee terminates before the six (6) months and the sick leave they have used exceeds the days of sick leave earned, the difference shall be deducted from their final check.

8.1.6 Sick leave may be used for medical and/or dental appointments. The unit member should schedule the appointment so that they are away from work the minimum amount of time.

8.1.7 A unit member may use their accumulated sick leave for FMLA/CFRA-qualifying leaves.

8.1.8 Extended Sick Leave – Extended sick leave is available for those unit members absent due to their own lengthy illness or injury. At the beginning of each fiscal year, each unit member shall be credited with a total of one hundred (100) working days of extended sick leave. Extended sick leave shall be paid at the rate of fifty percent (50%) of the unit member’s regular salary and shall not be cumulative. Extended sick leave shall be exclusive of all other paid leave except regular, fully paid sick leave. In order to access extended sick leave, a unit member shall provide a written statement from their attending physician verifying the illness or injury and placing them off work. Unit members on extended sick leave shall be entitled to the same level of fringe benefits as if not on leave.

8.1.9 When a permanent unit member, absent because of illness or accident, has exhausted all paid and unpaid leaves of absence and they are still unable to assume the duties of their position, they shall be placed on a reappointment list for a period of thirty-nine (39) months. At any time during this thirty-nine (39) months, when the unit member is able to assume the duties of their position, their shall be reemployed in the first vacancy in the classification of their previous assignment. Doctors' statements may be required as proof of the unit member's ability to work. The unit member’s reemployment will take preference over all other applicants, except those laid off for lack of work or lack of funds, in which case the unit member shall be ranked according to their proper seniority. When a permanent unit member is within one (1) month of moving to the thirty-nine (39) month rehire list, the District must notify that worker in writing.

Upon resumption of their duties, the break in service shall be disregarded and all benefits and rights restored. If any unit member who has been medically released and placed on a reemployment list fails to accept an appropriate assignment, they shall be dismissed.

8.1.10 The District management may require verification of the extent of any disability with a physical examination of the unit member by a physician appointed and paid by the District. If such examination takes place during the unit member's regular work shift, such unit member shall not

suffer a loss of wages or benefits.

8.1.11 Upon termination of employment, accrued and unused sick leave shall be paid to workers as follows:

8.1.11.1 Upon application for retirement, unused sick leave will be converted to additional service credit in accordance with PERS rules.

8.1.11.2 Upon request of the unit member within one (1) year of separation, the District shall transfer sick leave credit to the unit member's new school district, community college district, or county superintendent of schools, if within the state of California.

8.2 Military Leave:

8.2.1 Any unit member who is a member of the reserve corps of the Armed Forces of the United States, the National Guard or the Naval Militia shall be entitled to a temporary military leave of absence while engaged in ordered military duty, including time going to and from such duty, providing that the period of ordered duty does not exceed 180 calendar days.

8.2.2 Any unit member who is on temporary leave because of reserve duty and who has been a unit member for not less than twelve (12) work months immediately prior to the beginning date of such leave, shall be entitled to receive their regular salary for the first thirty (30) days of such absence. Pay for such temporary leave shall not exceed thirty (30) days in any one school year.

8.2.3 Any unit member who is on military leave other than temporary military leave and who has been a unit member of the District for not less than twelve (12) months immediately prior to the beginning date of such leave, shall be entitled to receive his/her regular salary for the first thirty (30) calendar days while engaged in the performance of ordered military duty. Military leave pay shall not be granted in excess of thirty (30) calendar days in one school year.

8.2.4 Any unit member who involuntarily enters active military duty shall be reinstated upon their application within six (6) months after termination of their military duty or within one year of the date of treaty or peace.

8.3 Judicial Leave:

8.3.1 Unit members shall be entitled to take leave from their regular duties without loss of wages or other employment benefits for the purpose of responding to jury duty to which they have been summoned (up to twenty (20) days). Juror's fees, exclusive of mileage, received by the unit member shall be deposited to the credit of the District..

8.3.2 The unit member is expected to return to work as soon as their obligation has been met.

8.3.3 Release Time:

In the event a night shift unit member is called to Court under the above provision, the following shall apply:

8.3.3.1 Swing or p.m. shift shall have release time the day of Court attendance; time spent in Court shall be deducted from the regular shift on that day with no loss of wages or benefits.

8.3.3.2 Night or graveyard shall have release time on the shift prior to Court attendance; and that unit member shall suffer no loss of wages or benefits.

8.4 Industrial Accident/Illness Leave:

8.4.1 Leaves resulting from industrial accident or industrial illness shall be granted in accordance with the provision of the Education Code, State Worker's Compensation, and this provision.

8.4.2 Permanent unit members shall be provided leave of absence for an industrial accident or illness. Probationary unit members are not eligible for this leave. Allowable leave for each industrial accident or illness shall be for the number of days of disability provided such period does not exceed sixty (60) working days. Industrial accident leave shall not be accumulated from year-to- year. Industrial accident or illness leave must commence on the first day of absence.

8.4.3 Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled.

8.4.4 If the unit member is still unable to return to duty after exhausting paid industrial accident leave, the unit member shall be paid illness leave if he/she is eligible therefore. Accumulated illness leave will be reduced only the amount necessary to provide a full day's wages or salary, as indicated in the unit member's assignment, when added to compensation without penalties from the State Compensation Insurance Fund.

8.4.5 After all paid illness leave has been exhausted following a paid industrial accident leave, a unit member may receive pay from regular salary when receiving a temporary disability allowance without a penalty from the State Compensation Insurance Fund, if the unit member so requests.

8.4.6 Upon return to service from any paid or unpaid leave resulting from industrial accident or industrial illness, a unit member shall be assigned a position in their former classification. If a unit member's former classification has ceased to exist, the unit member may be reassigned to a place on a suitable reemployment list.

8.4.7 A unit member returning from such paid or unpaid leave of absence shall not have any gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code.

8.4.8 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or illness, and the unit member is still unable to resume the duties of his/her position, he/she shall be placed on a reappointment list for a period of thirty-nine (39) months. At any time during this thirty-nine (39) months, when the unit member is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment.

Doctors' statements may be required as proof of the unit member's ability to work. His/her reemployment will take preference over all other applicants, except those laid off for a lack of work or funds, in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service shall be disregarded and all benefits and rights restored. If any member who has been medically released and placed on a reemployment list fails to accept an appropriate assignment, he/she shall be dismissed.

8.4.9 During all paid leaves resulting from industrial illness, the unit member shall endorse to the District all wage loss benefit checks received under State Workers' Compensation Insurance laws. The District shall issue to the unit member appropriate salary and deduct retirement and authorized contributions from his/her check.

8.4.10 Final settlement allowance for permanent industrial disability shall not be subject to remittance to the District under this rule.

8.4.11 Unit members must report injuries which occur while at work, immediately. Forms for this purpose can be obtained from the principal's secretary, health clerk and/or the unit member's supervisor.

8.5 Leaves of Absence Without Pay:

8.5.1 Leaves of absence without pay for health reasons, family hardship, travel or study, or professional improvement may be granted to permanent unit members in the District. Applications must be submitted for approval to the Superintendent and the Governing Board at least thirty (30) days prior to the requested effective date of the leave, unless the leave is made necessary because of an emergency. A leave of absence shall not be granted for more than one year.

8.5.1.1 The District shall respond to approve or deny such requests within thirty (30) days, or less in cases of emergency.

8.5.2 In order to use sick leave for pregnancy disability, the unit member must have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.

8.5.3 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and unit member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.

8.6 Maternity Disability and Parental Leave:

8.6.1 Maternity Disability Leave:

8.6.1.1 A unit member may use sick leave if physically disabled and unable to render service to the District as a direct result of pregnancy.

8.6.1.2 The use of sick leave for pregnancy disability shall be treated the same as any other disability for which sick leave is granted.

8.6.1.3 The District may request a doctor's verification of the unit member's capability to render service to the District.

8.6.1.4 In order to use sick leave for pregnancy disability, the unit member must have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.

8.6.1.5 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and unit member's physician;

8.6.2 Parental Leave:

8.6.2.1 The Board may grant a permanent unit member a child-rearing leave without pay for up to one (1) year after the birth of the unit member's child or the adoption of a child upon receiving actual custody of the child or earlier if necessary in order to fulfill the legal requirements for adoption. Requests for such leave shall be made at least thirty (30) days in advance.

Eligible bargaining unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the employee's child, or the placement of a child with the employee in connection with the employee's adoption or foster care of the child, as provided by the California Family Rights Act (CFRA). When both parents are employees of the district, the employees are jointly entitled to twelve (12) total weeks.

An employee is eligible if they have been employed by the District for at least twelve (12) months. 1250 hours is not required for use of parental bonding, in order to be eligible for the rest of parental leave, the employee must have been employed for the previous

twelve (12) months.

Pursuant to Education Code section 45196.1, if a unit member exhausts all available paid sick leave, and continues to be absent from their duties on account of parental leave pursuant to section 12945.2 of the Government Code, the unit member shall be paid at the rate of fifty percent (50%) of the unit member's regular salary for the remaining portion of the 12 workweek period.

8.6.2.2 Upon return to service, the unit member shall be assigned to a position in their former classification. If a unit member's former classification has ceased to exist, the unit member may be reassigned or placed on a suitable reemployment list.

8.7 REPRODUCTIVE LOSS LEAVE

8.7.1 Unit members who have been employed for at least 30 days, are entitled up to a maximum of five days of reproductive loss leave for a reproductive loss event, as defined below:

8.7.1.1 "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

8.7.1.2 "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.

8.7.1.3 "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

8.7.1.4 "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

8.7.1.5 "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

8.7.2 An employee may use annual leave, personal leave, accrued and available sick leave, or time off that is otherwise available to the employee.

8.7.3 Reproductive loss leave does not need to be taken on consecutive days but must be completed within three months of the date of the event. If prior to or immediately following a reproductive loss event, an employee takes Pregnancy Disability Leave or California Family Rights Act/Family Medical Leave Act leave, or any other leave entitlement under state or federal law, the employee shall complete their reproductive loss leave within three months after the end of their other leave.

8.7.4 If an employee experiences more than one reproductive loss event within a 12-month period, reproductive loss leave time is limited to a total of 20 days within a 12-month period which commences on the first day of use of this leave.

8.8 Bereavement Leave:

8.8.1 A unit member shall be entitled to five (5) days leave of absence without loss of salary or sick leave on account of death of any member of their immediate family.

8.8.2 For purposes of this provision, an immediate family member shall be limited to mother, father, grandmother, grandfather, or a grandchild of the unit member or the spouse/domestic partner of the unit member, and a spouse/domestic partner, son, son-in-law, daughter, daughter-in-law, aunt, uncle, brother or sister of the unit member, step children, step parent, step brother, step sister of the unit member who live or lived in the immediate household of the unit member or any relative living in the immediate household of the unit member. The bereavement leave days need not be consecutive but must be completed within 3 months of the date of the family member's death (Ed Code §44985).

8.9 Personal Necessity Leave:

8.9.1 In any single school year, a maximum of six (6) days of accumulated sick leave may be used for personal necessity reasons as defined below.

8.9.2 Personal Necessity Leave shall be limited to the following:

8.9.2.1 Death or serious illness of a member of their immediate family. Immediate family shall be defined under Bereavement Leave.

8.9.2.2 Accident involving their person or property, or the person or property of a member of his/her immediate family, as defined under Bereavement Leave.

8.9.2.3 Imminent danger to the home of a unit member occasioned by an event such as flood or fire, serious in nature, which under the circumstances the unit member cannot reasonably be expected to disregard, and which required the attention of the unit member during their assigned hours of service.

8.9.2.4 Appearance in court as a litigant.

8.9.2.5 Adoption or birth of a unit member's child.

8.9.2.6 Bereavement leave for aunts or uncles of the unit member not residing in the member's household.

8.9.2.7 Serious personal business or need as determined by the unit member.

8.9.3 Before utilization of personal necessity leave, a unit member must obtain prior written approval from the appropriate management person, except for cases described in Section 8.2.1, 8.2.2 and 8.2.3 above. Should the circumstances outlined in Section 8.2.1, 8.2.2 and 8.2.3 arise, the unit member shall make every effort to notify the District as soon as possible to enable the District to secure a substitute. Where no advance permission has been obtained, the unit member shall fill out the necessary forms upon his/her return.

8.9.4 The District's Human Resource Office shall be responsible for the administration of personal necessity leaves, including the approval and verification of the reasons for such leaves.

8.9.5 Under no circumstances shall personal necessity leave be available for purposes of personal convenience or for the extension of a holiday or vacation period, for matters which can be taken care of outside the work hours or for recreational activities.

8.10 Integration of SDI with Leaves of Absence:

8.10.1 The parties agree that the SDI insurance will be integrated with sick leave benefits and/or vacation leave benefits. Vacation will be utilized only after sick leave has been exhausted. The absence must qualify for sick leave under this agreement.

8.10.2 In integrating the SDI with sick leave or vacation, only that portion of sick leave or vacation will be utilized, which, when added to the disability payment, will provide the employee with 100% of base wages.

8.10.3 In calculating the amount of sick leave to be deducted, sick leave will be rounded off to the nearest one-fourth (1/4) of the day, in conformance with the existing practice for deducting sick leave.

8.10.4 When a unit member qualifies for five-month differential pay and is receiving SDI, the employee will be eligible to receive the differential pay, but the total differential pay and SDI payment will not exceed 100% of the base pay for the day.

8.10.5 Unit members will continue to receive health and welfare benefits, provided that District sick leave, vacation, or differential pay is being granted the unit member.

8.11 The District shall grant eligible bargaining unit members family and medical care leave to the extent required by federal and state law and as governed by AR 4261.8.

8.12 Sick Leave Bank:

8.12.1 The purpose of the sick leave bank is to assist classified unit members in emergency situations. Such situations shall consist of:

a. having a serious illness or disability, or
b. having a calamity in their immediate family requiring their presence, and
c. having exhausted their own accumulated sick leave and all but forty (40) hours of vacation leave and any other paid time off from work.

8.12.2 Each eligible classified unit member may contribute one day of his/her annual allotment of sick leave in order to fund the bank. Eligible classified workers who want to participate in the Bank shall notify the Business Office in writing by March 1st of each year. The District agrees to provide a general description of the Sick Leave Bank program each year by February 1st.

Eligible unit members who begin after the regular school year has started have one month from their starting date to notify the business office if they do not wish to join the Bank.

Unit members who have contributed for at least two years may defer contributions and maintain eligibility in the Sick Leave Bank.

8.12.3 The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of 3 members designated by CSEA. Decisions of the Committee are final and binding. They are not subject to the grievance procedure. The District will notify each classified unit member each September of the current number of hours in the sick leave bank.

The District Office will set up and maintain the Bank's records.

8.12.4 Eligibility for an amount of additional sick leave to be granted shall be governed by the following criteria:

a. applicant is a current contributing unit member of the Bank or has contributed at least two days to the Bank.
b. adequate evidence of serious illness or disability.
c. evidence of calamity in the immediate family.
d. prior utilization of all eligible sick leave and all but forty (40) hours of vacation leave and any other paid time off from work.

8.12.5 The initial grant of sick leave by the Committee shall not exceed 20 days. Extensions may be granted by the Committee upon demonstration of need by the applicant.

8.12.6 If the Sick Leave Bank is exhausted, it shall be replenished by an automatic contribution of one additional day from each member of the Bank.

8.12.7 Unused days in the Sick Leave Bank shall be carried over into the Bank that is established for the next academic year.

ARTICLE 9 - Transfers

9.1 Voluntary Transfers:

9.1.1 Positions which are newly created or vacated shall be posted at each site and shall be distributed to the classified staff at the same time as external job posting. Unit members shall have seven (7) calendar days to request a transfer or promotion prior to external candidates being interviewed. Unit members in the class in which the newly created or vacated position exists, as well as unit members who meet the minimum qualifications shall be granted an interview and considered for the position.

9.1.2 The notice of the position opening shall include the job title, the job description, and minimum qualifications, months per year and deadline to apply.

9.1.3 For the purpose of this section, "position" means any regular assignment in all classifications covered by this Agreement.

9.1.4 All unit members applying for transfers must meet application requirements. Unit members who wish to be considered for such positions shall complete required application forms and procedures by the stated deadline for application.

9.1.5 **Transfer Within the Same Classification**: Unit members requesting a transfer within the same classification shall be awarded the position over outside applicants unless good cause is shown. When two or more in-house unit members in the same classification apply for the same transfer, the most senior applicant shall be awarded the position provided he or she is qualified.

9.1.6 **Transfer Outside Classification & Promotion**: All unit members applying for a transfer or promotion to a position outside of their current classification shall be granted an interview. In-house applicants shall be given priority over external candidates to transfer or promote to a new classification so long as they have the necessary skills and experience for the new position and have received a satisfactory rating in their last performance evaluation. When two or more in-house unit members with the same necessary skills and experience apply for the same transfer, the most senior applicant shall be given priority.

9.1.7 If a transfer request is denied, the unit member may request to meet with the administration to discuss the denial.

9.2 Administrative Involuntary Transfers:

9.2.1 An administrative transfer may be initiated by the Superintendent or his/her designee and shall be based exclusively on the best interests of the District and/or the welfare of the unit members involved. When a transfer is planned, the unit member involved shall be consulted prior to the transfer taking effect.

9.2.2 In the event that circumstances require that a unit member be permanently transferred on an administrative basis, the unit member shall be given notice ten (10) days prior to the transfer and upon request a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer. An involuntary transfer shall not be made for arbitrary and capricious reasons.

ARTICLE 10 - Grievance

10.1 The purpose of this grievance procedure is to secure, at the administrative level closest to the aggrieved party, expeditious solution(s) to the grievance(s) affecting the welfare or working conditions of the members of the bargaining unit.

10.2 A grievance is an alleged violation, misinterpretation or misapplication of the provisions of this contract, or of written Board rules or regulations that come within the scope of representation, pursuant to Government Code 3543.2.

10.3 Only violations of this contract shall be subject to arbitration. Other employer-employee relation matters are not within the scope of this procedure and include, but are not limited to, those matters for which a specific method of review is provided by law, by the rules and regulations of the Governing Board, or by the administrative regulations and procedures of the school district. Actions to develop, challenge, or change the general written policies of the District which are not within the scope of representation must be done under separate legal processes.

10.4 Any member of the bargaining unit or the CSEA Labor Relations Representative (as a grievant) may, as an individual or on behalf of other complainants, process a grievance through the procedure outlined herein. (Unless waived by all parties concerned, names of all aggrieved parties shall appear on all documents related to a grievance.) All parties to this procedure shall have the right to be represented by a party of his or her choice at each step of the process.

10.5 The time limits provided for in this procedure may be changed by mutual agreement of the parties. However, any decision not appealed by the grievant within the time limits above Level I shall be considered settled on the basis of the last decision and not subject to further appeal.

10.6 "Day" shall mean a day when the District Office is open for business.

10.7 Level I - Informal Resolution Conference. Before the grievant files a formal written grievance, he/she must have at least one (1) informal conference as an attempt at resolution with his/her immediate administrative supervisor, department head, principal, or location administrator, when the immediate supervisor is not available. The informal conference shall be held within fifteen (15) days after the grievant knew, or reasonably could have known, of the condition upon which an alleged grievance is based. The grievant may present his/her grievance orally. The administrator shall hold discussions and attempt to resolve the matter within fifteen (15) days.

10.8 Level II – Principal/designated Administrator. Within fifteen (15) days after the informal conference, the grievant may present his/her grievance in a meeting with the principal or designated Administrator on a District provided form. A copy of the alleged grievance shall be forwarded to the Superintendent/designee, whose function is to monitor the processing of grievances. The principal or designated Administrator shall communicate his/her decision in writing to the grievant and to the Superintendent/designee within fifteen (15) days after receiving the grievance. The designated Administrator will not be the person who heard the informal conference.

10.9 Level III - Appeal to the Superintendent/Designee. If the grievant is not satisfied with the disposition of his/her grievance at Level II, he/she may, within fifteen (15) days after receiving the principal/designated Administrator's written decision, proceed to Level III. The grievant shall then present his/her grievance in a meeting with the Superintendent/designee on a District provided form. The Superintendent/designee shall communicate his/her decision in writing to the grievant within fifteen (15) days after receiving the grievance. The Superintendent's designee (if needed) will not be the designated Administrator of Level II.

10.10 Level IV - Advisory Arbitration. If the grievant is not satisfied with the disposition of his/her grievance at Level III, he/she with the approval of CSEA, may within fifteen (15) days submit a request in writing to the Superintendent for advisory arbitration of the dispute. The grievant or his/her representative and the District shall attempt to agree upon an advisory arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in

hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The grievant shall strike first. The remaining panel member shall be the advisory arbitrator. The arbitrator shall, as soon as possible, hear evidence and render a recommendation on the issue or issues submitted to him/her. (If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the disposition thereof at each step.) After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings and recommendations.

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

10.10.2 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District.

10.10.3 If any question arises as to the arbitrary nature of a grievance, such question will be ruled upon before proceeding onto the merits of the grievance.

10.10.4 Those things reserved to management by the management rights clause are not subject to the grievance procedure; all other rights and sections of this agreement are subject to this grievance procedure.

10.11 (Alternate Level IV) - Governing Board. If the grievant is not satisfied with the disposition of the grievance at Level III, he/she may within fifteen (15) days after receipt of the decision, file a written appeal with the Governing Board. By so doing, the grievant waives his/her right to arbitration. The written appeal shall contain the grievance filed at Level III and its disposition at each level. The Board shall consider the written record and make its decision unless it determines a need for more information, at which point it may call witnesses or take additional evidence. Ultimately, the decision of the Board is final.

10.12 Level V - Governing Board. In the event that either party is not satisfied with the recommendation(s) of the arbitrator, an appeal in writing may be made within fifteen (15) days to the Governing Board. The recommendation(s) of the arbitrator shall be advisory only.

If, upon review, the Governing Board determines that it is unable to render a final determination on the record, it may reopen the record for the taking of additional evidence. The decision of the Board is final.

10.13 Responses by the District shall be given to CSEA, when CSEA is representing a grievant in this procedure. When a grievant is not represented by CSEA, any proposed settlement of the grievance shall be communicated to CSEA and CSEA shall be given an opportunity to comment before implementing the grievance settlement.

ARTICLE 11 - Safety

11.1 The District recognizes the responsibility under CAL OSHA regulations to provide a safe working environment for unit members. Each unit member has the responsibility to follow safe working procedures and practices. An integral part of following safe procedures and practices is the timely reporting of unsafe, hazardous or unsanitary conditions as soon as possible to their immediate supervisor and/or the assistant principal in charge of facilities. Reasonable effort should be made to correct any unsafe conditions. If the issue is not satisfactorily resolved, the matter may be submitted by a written notice to the District Administrator responsible for operations.

11.2 A safety committee shall be formed composed of two (2) unit members appointed by CSEA and two (2) members appointed by the District shall be charged with making recommendations to the Superintendent or designee concerning improvements in health, safety, sanitation and working conditions and make recommendations to the Superintendent or designee regarding District compliance. The safety committee will meet bi-annually or as needed on District time. Unit members are encouraged to be safety conscious in their own actions and to report any alleged or potentially unsafe or unhealthy conditions to their immediate supervisor.

11.3 Non-Discrimination. No unit member shall be discriminated against as a result of reporting to the safety committee.

ARTICLE 12 - Evaluations

12.1 The purpose of this evaluation procedure is to provide a basis for the individual unit member's growth, both as *an* individual and in his/her position within the District. An evaluation of each unit member's work shall be made periodically, not less than twice during the unit member's first year of employment and not less than once each year thereafter. Evaluation reports shall be written on approved forms and shall be signed by the person making the evaluation. The evaluated unit member shall sign the report as evidence of his/her knowledge of its contents. A copy of the report shall be maintained in the confidential personnel file of the unit member and shall be made available to the Governing Board in executive session upon request.

12.2 If the evaluation shows a unit member's work to be below a satisfactory standard, the unit member's supervisor shall take the appropriate steps to assist the unit member in improving. The supervisor will provide a written improvement plan which will be shared and discussed in a conference. Failure of the unit member to show improvement to a satisfactory standard is deemed just cause for terminating employment.

12.3 The unit member shall be informed that he or she has the right to rebut, in writing, any evaluation. The evaluation shall not be placed in the unit member's personnel file until the unit member presents the written rebuttal, provided the written comments or rebuttal is received within ten (10) days. The unit member shall have the right, upon request, to a conference to discuss the written rebuttal or comments. There will be no overall unsatisfactory evaluations given unless there has been prior conferencing with the unit member.

12.4 Probationary unit members shall be evaluated prior to the end of the third month of employment, and may again be evaluated six weeks later to provide the employee feedback on their work and to support them on improvements necessary to become a permanent employee.

12.5 A permanent unit member who receives an unsatisfactory evaluation will be re-evaluated within four (4) months.

12.6 Evaluators shall make specific recommendations for improvement, and the supervisor shall assist the unit members in carrying out these recommendations.

12.7 Unit members have the right to be accompanied by a CSEA representative at any evaluation meeting.

12.8 A new worker shall serve an initial probationary period of six (6) months or 130 days of paid service, whichever is longer.

12.9 Unit members hired into the District at Step 1 shall advance to Step 2 upon successful completion of their probationary period; earned advancement to Step 2 shall be retroactive to the first day of the unit member's seventh (7th) month of employment. Succeeding steps will be attained as detailed in Article 5, Section 5 of this agreement.

ARTICLE 13 – Discipline

This Article applies to permanent unit members only. Please see Board Policy for additional information.

13.1 Discipline is defined as one or more of the following:

13.1.1 Verbal warning/reprimand: Verbal communication of offense

13.1.2 Written warning/reprimand: Written communication of offense

13.1.3 Loss of pay: Reduction of pay commensurate with the lost work time due to unauthorized absence or excessive tardiness

13.1.4 Freeze of pay: Does not advance on the salary schedule or receive Longevity advancements

13.1.5 Suspension: Temporary removal from the employment of the District (with or without pay) for a specified period of time

13.1.6 Involuntary demotion: Placement in a lower classification
13.1.7 Dismissal: Removal from employment of the District

13.2 Progressive Steps:

It is intended that the discipline shall be commensurate with the offense and that whenever possible, progressive steps be utilized. Progressive steps may include the following:

13.2.1 Warnings
13.2.2 Suspension
13.2.3 Involuntary demotion
13.2.4 Dismissal

13.3 Discipline Steps Beyond Warnings and Reprimands:

If proposed discipline is suspension without pay, demotion or dismissal, the following steps shall be followed:

13.3.1 Written notice of charges
13.3.2 Skelly Hearing
13.3.3 Post-Skelly decision and right to appeal to Board of Trustees
13.3.4 Hearing before the Board of Trustees

ARTICLE 14 – Layoff

The District may layoff or reduce hours of unit members, provided the following procedures are followed:

14.1 Notice:

Consistent with Education Code 45117, the District shall notify all affected unit members no later than March 15 that the employee's services will not be required for the ensuing year due to lack of work or lack of funds.

14.1.1 A classified employee may request a hearing to determine if there is cause for not reemploying the employee for the ensuing year. A request for a hearing shall be in writing and shall be delivered to the person who sent the notice, on or before a date specified in the layoff notice to the employee, which shall not be less than seven days after the date on which the notice is served upon the employee. If an employee fails to request a hearing on or before the date specified, the employee's failure to do so shall constitute a waiver of the employee's right to a hearing. The layoff notice provided to the employee shall advise the employee of the provisions of this section.

14.1.2 Notwithstanding section 14.1 and 14.1.1, above, When a specially funded program is to expire at the end of a school year, notice of layoff must be given on or before April 29th. If the expiration date of the specially funded program is not known to be the end of the school year, then notice of layoff because of expiration of specially funded programs must be given sixty (60) days prior to the effective date of the layoff.

14.1.3 In the event of an actual and existing financial inability to pay classified salaries, the notice requirement does not apply.

14.1.4 A unit member may also be laid off without the notice set forth in 14.1.1 above as a result of lack of work resulting from causes not foreseeable or preventable by the Governing Board.

A reduction in assigned time constitutes a layoff, and entitles the unit member to all rights in this Article.

14.2 Content of Notice:

14.2.1 The notice shall specify the reason for the layoff, identify by name and classification of the unit member who will be laid off, and the date of layoff.

14.2.2 The notice must inform the unit member of displacement rights, if any.

14.2.3 The notice must inform the unit member of re-employment rights.

14.2.4 The Union will receive copies of all layoff notices to bargaining unit members.

14.2.5 Order of Layoff:

14.2.6 Layoff shall be determined by seniority within a class. Seniority is defined as length of service within the classification, plus higher classifications. Length of service means the first date of paid service in a regular classification. The least senior worker shall be laid off first. If two or more workers have equal seniority, the determination shall be made by lottery.

14.2.7 "First date of paid service in a regular classification" means service performed in probationary or permanent status. Service as a substitute or short-term worker shall not be included.

14.3 Displacement Rights:

14.3.1 A permanent unit member who is laid off from a classification and who has prior service in an equal or lower classification shall have the right to bump a worker with less seniority in the latter classification.

14.3.2 The unit member may request assignment to a vacant position in an equal or lower classification if the unit member meets the minimum qualifications, or the District determines that the unit member can meet the minimum qualifications within a reasonable period of time. The District will not be arbitrary or capricious in making this determination.

14.3.3 The District will assign the unit member to such a position as a probationary employee. The unit member will still be laid off from his/her original position, and the unit member will maintain re-employment rights to his/her original classification as if laid off, whether or not the unit member successfully completes the probationary period.

14.4 Voluntary Demotion or Transfer:

A unit member laid off for lack of work or lack of funds, despite rights to bump, may accept a voluntary reduction in assigned time, or demotion to a vacancy in a lower classification, or transfer to an equal classification, provided the worker has worked in the new classification. Such workers shall be placed on a sixty-three (63) month re-employment list.

14.5 Step Placement:

Laid off unit members who bump or demote will be placed on the salary step for which they qualify in that classification based on previous step placement in that classification and higher classifications.

14.6 Displacement Rights:

Displacement rights must be exercised within twelve (12) calendar days of notice of layoff.

14.7 Temporary and Substitute Workers:

No regular unit member shall be laid off from any position while temporary or substitute workers remain in the same classification. Laid off unit members shall be offered, by seniority, temporary and substitute work in their current and former classifications, in preference to other substitutes.

14.8 Re-employment:

14.8.1 A thirty-nine (39) month re-employment list shall be established, in inverse order of seniority. Unit members laid off will be offered, in writing, by certified mail, re-employment in their classification or lower classifications in which they held permanent status before any other candidates. Upon receipt of a job offer, a laid off unit member shall notify the District of his/her intent to accept or refuse re-employment within five (5) business days of receipt of the notice. If a laid off unit member on the thirty-nine (39) month rehire list refuses two offers of re- employment they will remain on the list, however it will no longer be the responsibility of the district to notify him/her of vacancies in the district.

14.8.2 The District will make updated re-employment lists available to CSEA upon request.

14.8.3 Laid off unit members who are re-employed within the thirty-nine (39) month period will have all benefits and rights restored to the level they were at upon separation, except as modified by negotiated changes in the Contract or otherwise provided by law.

14.9 Promotional Opportunities:

Laid off unit members have the right to apply for promotional positions while they are on the re-employment list. The District will notify unit members on the re-employment list of promotional opportunities in their area of work.

14.10 Benefits:

All unit members with less than twelve (12) months of service will be covered under the District's medical, dental, vision care, and prescription drug plans through the last day of the month in which their layoff is effective. Any unit member with twelve (12) or more months of service, who is laid off or reduced in hours pursuant to a layoff, will receive two (2) additional months of fringe benefits beyond their date of layoff. Unit members with eighteen (18) months or more of service will receive three (3) additional months of fringe benefits beyond their date of layoff.

Such benefits will be at the same level received before the layoff. In addition, such unit members may maintain these benefits at their own cost for a continuous period up to thirty-six (36) months after layoff at the group rate. The District will assist unit members who are laid off in converting their medical coverage to individual plans.

14.11 Resolution of Disputes:

Within seven (7) calendar days after the notice is received by CSEA or the unit member, the unit member, or CSEA acting as the unit member's representative, may file a grievance at the superintendent/designee level, alleging a violation of this article. If no resolution is reached, CSEA and the District may submit such disputes to expedited arbitration if the award can be issued within thirty (30) days of the notice of layoff.

ARTICLE 15 - Completion of Meet and Negotiations

The parties agree that the other shall not be obligated to meet and negotiate with respect to any subject or matter except as required by law, whether referred to herein or not, even though such subject or matter may not have been in the contemplation or knowledge of either or both of the parties at the time that they negotiated or signed this Agreement. The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed in the same manner as this Agreement.

ARTICLE 16 - Concerted Activities

It is agreed and understood that any strike, work stoppage, slowdown, unlawful picketing or refusal or failure to fully and faithfully perform job functions and responsibilities shall be a violation of this contract. It is understood and agreed that in the event of a violation of this contract, the District shall be entitled to discipline unit members involved, and to withdraw any right, privileges, or services provided for in this Agreement or in District policy from any unit member and/or CSEA.

No Lock Out. The District will not lock out unit members, provided the other provisions of this article are not violated. This no lock out pledge does not prohibit lay-off of unit members.

ARTICLE 17 - Effect of Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District.

ARTICLE 18 - Savings

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

ARTICLE 19 – Term

19.1 This Agreement is for a term of three (3) years, commencing July 1, 2025 and ending June 30, 2028. This Agreement shall become effective following the date of ratification by CSEA and approval by the Board of Trustees, and shall remain in full force and effect up to and including June 30, 2028. If a successor Agreement has not been negotiated before June 30, 2028, this Agreement will continue in effect until a new contract is negotiated, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, 2028 of its request to modify, amend or terminate the Agreement.

This Agreement shall remain closed and not subject to renegotiation except as provided below:

19.2 2025-2026, 2026-2027, 2027-2028 School Years: Upon the request of either party, negotiations shall be reopened over Article V (Salary and Benefits) plus up to two (2) additional articles selected by each party. The parties shall submit initial proposals in sufficient time to complete the public notice ("sunshine") process on or before December 15 and begin negotiations on or before February 1 of each aforementioned school year unless mutually agreed to otherwise in writing.

APPENDIX

APPENDIX “A” - CLASSIFIED SALARY SCHEDULES

Appendix A1	2022-23 Salary Schedule
Appendix A2	2023-24 Salary Schedule

APPENDIX “C” - EXTRA PAY FOR EXTRA DUTY

Appendix C1	2022-23 Extra Duty Schedule
Appendix C2	2023-24 Extra Duty Schedule

Unit members who serve in a classification listed on Appendix “C” of the Mutual Agreement of Trust between the Los Gatos-Saratoga High School District and the District Teachers’ Association shall be compensated as indicated on Appendix “C.”

Unit members who serve in a classification as listed above shall receive the additional per season incentive as indicated on Appendix “B” of the Mutual Agreement of Trust between the Los Gatos-Saratoga High School District and the District Teachers’ Association.

Appendix A1

LOS GATOS - SARATOGA UNION HIGH SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE 2026-27

Effective: 7/1/2026

Board Approved: 6/11/2026

Hourly Rates 2026-27							
Range	1	2	3	4	5	6	7
20	27.64	29.02	30.47	31.99	33.59	35.27	37.03
21	28.33	29.75	31.24	32.80	34.44	36.16	37.97
22	29.04	30.49	32.01	33.61	35.29	37.05	38.90
23	29.77	31.26	32.82	34.46	36.18	37.99	39.89
24	30.51	32.04	33.64	35.32	37.09	38.94	40.89
25	31.27	32.83	34.47	36.19	38.00	39.90	41.90
26	32.05	33.65	35.33	37.10	38.96	40.91	42.96
27	32.85	34.49	36.21	38.02	39.92	41.92	44.02
28	33.67	35.35	37.12	38.98	40.93	42.98	45.13
29	34.51	36.24	38.05	39.95	41.95	44.05	46.25
30	35.37	37.14	39.00	40.95	43.00	45.15	47.41
31	36.25	38.06	39.96	41.96	44.06	46.26	48.57
32	37.16	39.02	40.97	43.02	45.17	47.43	49.80
33	38.09	39.99	41.99	44.09	46.29	48.60	51.03
34	39.04	40.99	43.04	45.19	47.45	49.82	52.31
35	40.02	42.02	44.12	46.33	48.65	51.08	53.63
36	41.02	43.07	45.22	47.48	49.85	52.34	54.96
37	42.05	44.15	46.36	48.68	51.11	53.67	56.35
38	43.10	45.26	47.52	49.90	52.40	55.02	57.77
39	44.18	46.39	48.71	51.15	53.71	56.40	59.22
40	45.28	47.54	49.92	52.42	55.04	57.79	60.68
41	46.41	48.73	51.17	53.73	56.42	59.24	62.20
42	47.57	49.95	52.45	55.07	57.82	60.71	63.75
43	48.76	51.20	53.76	56.45	59.27	62.23	65.34
44	49.98	52.48	55.10	57.86	60.75	63.79	66.98
45	51.23	53.79	56.48	59.30	62.27	65.38	68.65
46	52.51	55.14	57.90	60.80	63.84	67.03	70.38
47	53.82	56.51	59.34	62.31	65.43	68.70	72.14
48	55.17	57.93	60.83	63.87	67.06	70.41	73.93
49	56.55	59.38	62.35	65.47	68.74	72.18	75.79
50	57.96	60.86	63.90	67.10	70.46	73.98	77.68
51	59.41	62.38	65.50	68.78	72.22	75.83	79.62
52	60.90	63.95	67.15	70.51	74.04	77.74	81.63
53	62.42	65.54	68.82	72.26	75.87	79.66	83.64
54	63.98	67.18	70.54	74.07	77.77	81.66	85.74

Longevity Increments	
Starting Service Year (As of July 1 Annually)	Longevity Increment over Base Salary
8	7.00%
9	8.06%
10	9.13%
11	10.21%
12	11.30%
13	12.41%
14	13.52%
15	14.65%
16	15.78%
17	16.93%
18	18.09%
19	19.26%
20	20.44%
21	21.64%
22	22.84%
23	24.06%
24	25.29%
25	26.54%
26	27.79%
27	29.06%
28	30.34%

Classifications	
Position	Range
Accounting Technician II	29
Accounting Technician III	32
Administrative Assistant	31
Administrative Assistant to the Principal	35
Admin Assistant, Special Ed & Student Services	35
Athletic Trainer	40
Attendance Technician	28
Audio/Visual Technician	28
Board Certified Behavior Analyst	54
Cafeteria Assistant	21
Cafeteria Assistant-Dedicated Cook	21
Cafeteria Lead	26
Cafeteria Manager	35
Campus Supervisor	26
College/Career Center Specialist	30
Custodian	28
Fiscal Analyst	38
General Maintenance Worker	32
Groundskeeper/Gardener	29
Health Clerk	26
IT Technician	32
Laboratory Technician	26
Lead Custodian	31
Library Technician	26
Occupational Therapist	53
Office Tech II	26
Production Technician	26
Program Analyst	35
Purchasing Accounting Specialist	32
Registrar	30
School Based Mental Health Therapist	40
School Based Mental Health Therapist (Fully Licensed)	52
School Bookkeeper	29
School Bus Driver	28
School Resource Aide I	26
School Resource Aide II	28
Senior Accountant	35
Senior Computer Specialist	35
Staff Secretary	29
Textbook Technician	26
Theater Facilities Coordinator	35
Utility Worker	30
Wellness Center Assistant	26
WorkAbility TPP Specialist	30

Appendix A2

LOS GATOS - SARATOGA UNION HIGH SCHOOL DISTRICT

CLASSIFIED SALARY SCHEDULE 2026-27

	Longevity Paid at the Start of:																				
Range	8 yrs 7.00%	9 yrs 8.06%	10 yrs 9.13%	11 yrs 10.21%	12 yrs 11.30%	13 yrs 12.41%	14 yrs 13.52%	15 yrs 14.65%	16 yrs 15.78%	17 yrs 16.93%	18 yrs 18.09%	19 yrs 19.26%	20 yrs 20.44%	21 yrs 21.64%	22 yrs 22.84%	23 yrs 24.06%	24 yrs 25.29%	25 yrs 26.54%	26 yrs 27.79%	27 yrs 29.06%	28 yrs 30.34%
20	39.62	40.01	40.41	40.81	41.21	41.63	42.04	42.45	42.87	43.30	43.73	44.16	44.60	45.04	45.49	45.94	46.39	46.86	47.32	47.79	48.26
21	40.63	41.03	41.44	41.85	42.26	42.68	43.10	43.53	43.96	44.40	44.84	45.28	45.73	46.19	46.64	47.11	47.57	48.05	48.52	49.00	49.49
22	41.62	42.04	42.45	42.87	43.30	43.73	44.16	44.60	45.04	45.49	45.94	46.39	46.85	47.32	47.78	48.26	48.74	49.22	49.71	50.20	50.70
23	42.68	43.11	43.53	43.96	44.40	44.84	45.28	45.73	46.18	46.64	47.11	47.57	48.04	48.52	49.00	49.49	49.98	50.48	50.98	51.48	51.99
24	43.75	44.19	44.62	45.06	45.51	45.96	46.42	46.88	47.34	47.81	48.29	48.77	49.25	49.74	50.23	50.73	51.23	51.74	52.25	52.77	53.30
25	44.83	45.28	45.73	46.18	46.63	47.10	47.56	48.04	48.51	48.99	49.48	49.97	50.46	50.97	51.47	51.98	52.50	53.02	53.54	54.08	54.61
26	45.97	46.42	46.88	47.35	47.81	48.29	48.77	49.25	49.74	50.23	50.73	51.23	51.74	52.26	52.77	53.30	53.82	54.36	54.90	55.44	55.99
27	47.10	47.57	48.04	48.51	48.99	49.48	49.97	50.47	50.97	51.47	51.98	52.50	53.02	53.55	54.07	54.61	55.15	55.70	56.25	56.81	57.38
28	48.29	48.77	49.25	49.74	50.23	50.73	51.23	51.74	52.25	52.77	53.29	53.82	54.35	54.90	55.44	55.99	56.54	57.11	57.67	58.24	58.82
29	49.49	49.98	50.47	50.97	51.48	51.99	52.50	53.03	53.55	54.08	54.62	55.16	55.70	56.26	56.81	57.38	57.95	58.52	59.10	59.69	60.28
30	50.73	51.23	51.74	52.25	52.77	53.29	53.82	54.36	54.89	55.44	55.99	56.54	57.10	57.67	58.24	58.82	59.40	59.99	60.59	61.19	61.79
31	51.97	52.48	53.00	53.53	54.06	54.60	55.14	55.69	56.23	56.79	57.36	57.92	58.50	59.08	59.66	60.26	60.85	61.46	62.07	62.68	63.31
32	53.29	53.81	54.35	54.88	55.43	55.98	56.53	57.10	57.66	58.23	58.81	59.39	59.98	60.58	61.17	61.78	62.39	63.02	63.64	64.27	64.91
33	54.60	55.14	55.69	56.24	56.80	57.36	57.93	58.51	59.08	59.67	60.26	60.86	61.46	62.07	62.69	63.31	63.94	64.57	65.21	65.86	66.51
34	55.97	56.53	57.09	57.65	58.22	58.80	59.38	59.97	60.56	61.17	61.77	62.38	63.00	63.63	64.26	64.90	65.54	66.19	66.85	67.51	68.18
35	57.38	57.95	58.53	59.11	59.69	60.29	60.88	61.49	62.09	62.71	63.33	63.96	64.59	65.24	65.88	66.53	67.19	67.86	68.53	69.21	69.90
36	58.81	59.39	59.98	60.57	61.17	61.78	62.39	63.01	63.63	64.26	64.90	65.55	66.19	66.85	67.51	68.18	68.86	69.55	70.23	70.93	71.63
37	60.29	60.89	61.49	62.10	62.72	63.34	63.97	64.61	65.24	65.89	66.54	67.20	67.87	68.54	69.22	69.91	70.60	71.31	72.01	72.73	73.45
38	61.81	62.43	63.04	63.67	64.30	64.94	65.58	66.23	66.89	67.55	68.22	68.90	69.58	70.27	70.96	71.67	72.38	73.10	73.82	74.56	75.30
39	63.37	63.99	64.63	65.27	65.91	66.57	67.23	67.90	68.56	69.25	69.93	70.63	71.32	72.04	72.75	73.47	74.20	74.94	75.68	76.43	77.19
40	64.93	65.57	66.22	66.88	67.54	68.21	68.88	69.57	70.26	70.95	71.66	72.37	73.08	73.81	74.54	75.28	76.03	76.78	77.54	78.31	79.09
41	66.55	67.21	67.88	68.55	69.23	69.92	70.61	71.31	72.02	72.73	73.45	74.18	74.91	75.66	76.41	77.17	77.93	78.71	79.49	80.28	81.07
42	68.21	68.89	69.57	70.26	70.95	71.66	72.37	73.09	73.81	74.54	75.28	76.03	76.78	77.55	78.31	79.09	79.87	80.67	81.47	82.28	83.09
43	69.91	70.61	71.31	72.01	72.72	73.45	74.17	74.91	75.65	76.40	77.16	77.92	78.70	79.48	80.26	81.06	81.86	82.68	83.50	84.33	85.16
44	71.67	72.38	73.10	73.82	74.55	75.29	76.04	76.79	77.55	78.32	79.10	79.88	80.67	81.47	82.28	83.10	83.92	84.76	85.59	86.44	87.30
45	73.46	74.18	74.92	75.66	76.41	77.17	77.93	78.71	79.48	80.27	81.07	81.87	82.68	83.51	84.33	85.17	86.01	86.87	87.73	88.60	89.48
46	75.31	76.05	76.81	77.57	78.33	79.11	79.90	80.69	81.49	82.30	83.11	83.94	84.77	85.61	86.45	87.31	88.18	89.06	89.94	90.83	91.73
47	77.19	77.95	78.73	79.51	80.29	81.09	81.89	82.71	83.52	84.35	85.19	86.03	86.89	87.75	88.62	89.50	90.38	91.29	92.19	93.10	94.03
48	79.11	79.89	80.68	81.48	82.28	83.10	83.93	84.76	85.60	86.45	87.30	88.17	89.04	89.93	90.82	91.72	92.63	93.55	94.48	95.41	96.36
49	81.10	81.90	82.71	83.53	84.35	85.20	86.04	86.89	87.75	88.62	89.50	90.39	91.28	92.19	93.10	94.03	94.96	95.90	96.85	97.81	98.78
50	83.12	83.94	84.77	85.61	86.46	87.32	88.18	89.06	89.94	90.83	91.73	92.64	93.56	94.49	95.42	96.37	97.33	98.30	99.27	100.25	101.25
51	85.19	86.04	86.89	87.75	88.62	89.50	90.38	91.28	92.18	93.10	94.02	94.95	95.89	96.85	97.81	98.78	99.76	100.75	101.75	102.76	103.78
52	87.34	88.21	89.08	89.96	90.85	91.76	92.67	93.59	94.51	95.45	96.40	97.35	98.32	99.29	100.27	101.27	102.27	103.29	104.31	105.35	106.40
53	89.49	90.38	91.28	92.18	93.09	94.02	94.95	95.89	96.84	97.80	98.77	99.75	100.74	101.74	102.74	103.76	104.79	105.84	106.88	107.95	109.02
54	91.74	92.65	93.57	94.49	95.43	96.38	97.33	98.30	99.27	100.26	101.25	102.25	103.27	104.29	105.32	106.37	107.42	108.50	109.57	110.66	111.75

APPENDIX C
LOS GATOS-SARATOGA UNION HIGH SCHOOL DISTRICT
2026-27 Classified Extra Duty Stipends

CATEGORY A	CATEGORY B	CATEGORY C
Varsity Coaches	**Varsity Coaches**	**Varsity Coaches**
Baseball (Boys)	Badminton	Golf (Boys)
Basketball (Boys)	Tennis (Boys)	Golf (Girls)
Basketball (Girls)	Tennis (Girls)	
Cross Country (Boys)	Trad Competitive Cheer #1	**JV/Frosh-Soph Coaches**
Cross Country (Girls)	Trad Competitive Cheer #2	Field Hockey (Girls)
Field Hockey (Girls)	Trad Competitive Cheer #3	Flag Football (Girls)
Flag Football (Girls)		Tennis (Boys)
Football (Boys)	**Varsity Assistant Coaches**	Tennis (Girls)
Lacrosse (Boys)	Football #1 (Boys)	Volleyball (Boys)
Lacrosse (Girls)	Football #2 (Boys)	Volleyball (Girls)
Soccer (Boys)	Football #3 (Boys)	Water Polo (Boys)
Soccer (Girls)		Water Polo (Girls)
Softball (Girls)		
Swimming (Boys)	**JV/Frosh-Soph Coaches**	**Undesignated Coaches**
Swimming (Girls)	Baseball (Boys)	Assistant Coach #1
Track & Field (Boys)	Basketball (Boys)	Assistant Coach #2
Track & Field (Girls)	Basketball (Girls)	Assistant Coach #3
Volleyball (Boys)	Football (Boys)	Assistant Coach #4
Volleyball (Girls)	Lacrosse (Boys)	Assistant Coach #5
Water Polo (Boys)	Lacrosse (Girls)	Assistant Coach #6
Water Polo (Girls)	Soccer (Boys)	Assistant Coach #7
Wrestling	Soccer (Girls)	Assistant Coach #8
	Softball (Girls)	Assistant Coach #9
	Wrestling	Assistant Coach #10
		Assistant Coach #11
Advisors / Directors	**Advisors / Directors**	**Advisors / Directors**
Instrumental Music #1	Choir	Color Guard/Flag
Instrumental Music #2	Dance #1	Dance Production
Journalism	Dance #2	Drama #1
Yearbook	Dance #3	Drama #2
Speech & Debate	Sideline Cheer	Undesignated C1
Undesignated A1 (YRO)	Winter Guard	Undesignated C2
	Winter Percussion	Undesignated C3
YRO: Year Round Only	Undesignated B1 (YRO)	Undesignated C4

EXTRA DUTY STIPEND SCHEDULE 2026-27

Step	Category A	Category B	Category C
1	$6,352	$4,764	$3,970
2	$6,749	$5,161	$4,367
3	$7,146	$5,558	$4,764
4	$7,543	$5,955	$5,161
5	$7,940	$6,352	$5,558
6	$8,337	$6,749	$5,955

1. The District will fund a maximum of one (1) of each of the listed stipends at each school.

2. Stipend recipients without relevant experience shall be initially placed on Step 1. Stipend recipients with relevant prior experience outside of the District may be initially placed on Step 2. Stipend recipients with relevant prior experience within the District may receive one step of credit for each year of experience. If there is a dispute about whether experience is relevant or not, the Superintendent shall make the final decision.

3. Stipend recipients shall be advanced one step for each year of service in that assignment.

4. Extra duty stipend assignments are not considered a part of a bargaining unit member's regular workday.

5. District certificated teachers have priority in filling coaching vacancies for which they are qualified. A coach serves at will and may be released at any time by the governing Board. A coach released from coaching a sport is no longer qualified to coach that sport.

6. If a position is unused, it may be substituted for another athletic and/or activities position if it is deemed necessary by the principal in consultation with the athletic director. The substitute position must be in an equal or lesser category.

7. Stipends for the same team or activity may not be combined e.g., a coach may not receive a stipend for both Varsity Swimming Head Coach and Varsity Swimming Assistant Coach). If a coach holds two separate coaching assignments for different teams during the same season (e.g., Varsity Assistant Coach and Junior Varsity Head Coach for the same sport), the coach shall receive the stipend associated with each assignment.

8. Sites must assign coaches and assistant coaches in an equitable manner between Boys and Girls sports. Assignments are subject to administrative approval and must ensure student safety.

9. Undesignated stipends will be allocated to positions annually established by the principal at each site.

10. Instrumental music, choir, drama, journalism, and yearbook teachers are required to serve in and shall be compensated for the extra-duty assignment that relates to their subject area.