

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LAKE ELSINORE UNIFIED SCHOOL DISTRICT

AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 598
PRESCHOOL TEACHERS**

TERM OF CONTRACT: JULY 1, 2021 - JUNE 30, 2024



Published: JANUARY 2020



LAKE ELSINORE UNIFIED SCHOOL DISTRICT

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Adria Galarza, Coordinator, Children and Family Services
Julie Edmunds, Chief Business Official, Fiscal Support Services

DISTRICT/CSEA PRESCHOOL TEACHERS
COLLECTIVE BARGAINING AGREEMENT: 2016-2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	PREAMBLE	1
	RECOGNITION.....	1
	1.1 Acknowledgment	1
	1.2 Changes in Bargaining Unit	1
2.0	DISTRICT RIGHTS.....	2
	2.1 Retained Authority	2
	2.2 Limitations of Authority	2
	2.3 Emergency Situations	2
3.0	ORGANIZATIONAL SECURITY & DEDUCTIONS	3
	3.1 Intent.....	3
	3.2 Requirements	3
	3.3 Religious Objections.....	3
	3.4 Dues & Service Fee Deductions.....	3
	3.5 Hold Harmless Clause	4
	3.6 Resignation of Bargaining Unit Member	5
4.0	PERSONNEL FILES.....	5
5.0	ORGANIZATIONAL RIGHTS.....	6
	5.1 CSEA Rights.....	6
	5.2 Selection of Union Stewards.....	7
	5.4 Release Time	8
	5.5 Distribution of Contract	8
6.0	GRIEVANCES	8
	6.1 Definitions.....	8
	6.2 Level I: Informal Conference	8
	6.3 Level II: Immediate Supervisor	8
	6.4 Level III: Next Level of Supervision.....	9
	6.5 Level IV: Superintendent/Designee	9
	6.6 Level V: Mediation	9
	6.7 Level VI: Board of Trustees	9
	6.8 Level VII: Binding Arbitration	10
	6.9 Group Grievance	10
	6.10 Grievance Witnesses.....	10
	6.11 Separate Grievance Files	11

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	6.12 Reprisals.....	11
7.0	PAY AND ALLOWANCES	11
	7.1 Regular Rate of Pay and Salary	11
	7.2 Experience Credit	12
	7.3 Extra-Duty Pay	12
	7.4 Paychecks	12
	7.5 Frequency - Once Monthly	12
	7.6 Payroll Errors.....	12
	7.7 Special Payments.....	12
	7.8 Lost Checks.....	13
	7.9 Step Increase	13
	7.10 Meals	13
	7.11 Lodging.....	13
	7.12 Mileage	13
	7.13 Telephone	14
	7.14 Optimum Learning & Working Conditions	14
8.0	HEALTH AND WELFARE BENEFITS.....	14
	8.7 Early Retirement	15
9.0	MEDICAL EXAMINATION	15
	9.2 Physical Examination	15
10.0	TERMS AND CONDITIONS OF EMPLOYMENT.	16
	10.1 Work Year.....	16
	10.2 Work Day.....	16
	10.3 Duty Free Lunch Period.....	16
	10.4 Staff Meetings	17
	10.5 Mandatory Staff Development	17
	10.6 Parent Teacher Conferences	17
11.0	CLASS SIZE	17
12.0	SAFETY	17
	12.5 Safety Equipment	18
	12.7 Replacing or Repairing Unit Members' Property	18
13.0	ASSIGNMENTS AND TRANSFERS	18
	13.1 Assignment	18
	13.2 Vacancy and Opening Announcement ...	19
	13.3 Voluntary Transfers	19

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	13.4 Involuntary Transfers	19
	13.5 Voluntary Reassignments	20
	13.6 Involuntary Reassignment	20
	13.7 Assistance to Unit Member	20
14.0	PROBATION AND EVALUATION PROCEDURES	21
	14.1 Principles of Evaluation	21
	14.3 Probation	21
	14.4 Procedures For Evaluation	22
	14.5 Informal Observation – Walkthrough	23
15.0	LEAVES	23
	15.1 Sick Leave	23
	15.2 Parental Leave	24
	15.3 Child Rearing Leave	26
	15.4 Personal Necessity Leave	26
	15.5 Bereavement Leave	26
	15.6 Judicial Appearance Leave	27
	15.7 Industrial Accident and Illness Leave	27
	15.8 Military Leave	28
	15.9 Break in Service	28
	15.10 Family and Medical Leave	28
	15.11 General Leave	28
	15.12 Criteria for Unpaid Leaves	29
16.0	LAYOFF	29
17.0	DISCIPLINE SHORT OF DISMISSAL.....	29
	17.1 Employee Suspension	29
	17.2 Progressive Discipline	30
	17.3 Due Process	31
	17.4 Suspension Pending Disposition of Certain Charges	31
18.0	SEVERABILITY	31
	18.1 Savings Clause	31
	18.2 Replacement for Severed Positions	31
19.0	SUPPORT OF AGREEMENT	31
20.0	EFFECT OF AGREEMENT	32
21.0	CONCERTED ACTIVITIES	32
	21.1 Concerted Activities	32
	21.2 Association's Responsibility	32

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
21.4	Withdrawal of Rights, Privileges, Or Services	32
22.0	DURATION/NEGOTIATIONS	33
23.0	SCRIBE'S WAIVER	33

1 **PREAMBLE**

2
3 This Agreement is by and between the Lake Elsinore Unified School District, hereinafter
4 referred to as "District" and the California School Employees Association and its Lake Elsinore
5 Chapter 598 – certificated preschool bargaining unit, hereinafter referred to as "CSEA."

6 The purpose of this Agreement is to promote the improvement of personnel
7 management and employer-unit member relations, provide an equitable and peaceful
8 procedure for the resolution of differences, and establish rates of pay and other terms and
9 conditions of employment.

10
11
12 Nicole Meza, President

Nick Powers, Director II

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14 _____
15
16 Claudia Bojorquez, Negotiations Chair

Steve Behar, Director II

17
18 _____
19
20 Lisa Towery, CSEA Labor Representative

Adria Galarza, Coordinator

21
22 _____
23
24 **ARTICLE 1. RECOGNITION**

25
26 1.1 **Acknowledgment**

27 The District hereby acknowledges that CSEA is the exclusive bargaining representative for
28 the certificated preschool teacher bargaining unit established October 20, 2013. For
29 purposes of collective bargaining, the preschool teachers' unit shall include all certificated
30 preschool teachers. The unit shall exclude all management, supervisory, and confidential
31 employees within the meaning of EERA section 3540.1; all classified personnel.

32 1.2 **Changes in Bargaining Unit**

33 In the event that the District hereafter creates a new position description or proposes to
34 change the duties of an existing position to which this Agreement applies, the District and
35 CSEA shall meet to negotiate.

36 In the event there is a dispute as to whether or not the position is to be included within
37 the bargaining unit, CSEA shall petition the Public Employment Relations Board for a unit
38 clarification procedure. If there is a dispute as to the appropriate rate of pay to be
39 assigned the position, CSEA may invoke the Grievance Procedure of this Agreement,
40 commencing at Level IV.

1.2.1 The District and CSEA agree to establish the new preschool certificated teacher classification of CFS Instructional Coach, 220 workdays, placement on CFS Salary Schedule shall be established in accordance with Article 7.2 Experience Credit. This position will receive a \$2,000.00 annual stipend.

ARTICLE 2. DISTRICT RIGHTS

2.1. Retained Authority

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 rights to: determine its organization; direct the work of its employees according to the job description; determine the time 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 philosophy and policies, and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the District operations; determine the curriculum and, subject to the constraints of this Agreement, establish, modify, and/or eliminate programs. Additionally, the District may build, move or modify the facilities; develop the budget; develop and implement budget procedures; and determine the methods of raising revenue and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.

2.2. Limitations of Authority

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

2.3. Emergency Situations

The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement, in cases of emergency. Emergency shall be defined as earthquake, fire, flood, or major civil disruption or any condition that results in school closure.

ARTICLE 3. ORGANIZATIONAL SECURITY AND DEDUCTIONS

3.1 Intent

It is the mutual intent of the parties that the provisions of this Article protect the rights of individual unit members without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

3.2 Requirements

Except as expressly exempted herein, all unit members in the bargaining unit who do not maintain membership in good standing in CSEA are required, as a condition of continued employment, to pay service fees to CSEA, in the amounts that do not exceed the periodic dues of CSEA, for the duration of this Agreement.

3.2.1 No unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following 30 calendar days after the unit member first becomes a member of the bargaining unit.

3.2.2 The employer shall, without charge, mail to the CSEA Regional Office at least once a month, a list of unit members hired by the employer. Said list shall contain unit member's name, mailing address and date of hire.

3.3 Religious Objections

Any member of the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations shall not be required to join, maintain membership in, or financially support CSEA as a condition of employment. Such unit member shall be required, in lieu of a service fee, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, a charitable donation exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. United Way
- b. American Heart Association

All requests for exemptions must be submitted by the unit member to CSEA's Legal Department. Notification(s) of exemption(s) shall be made by CSEA's Legal Department to the unit member, the local Chapter and the District.

3.4 Dues and Service Fee Deductions

3.4.1 CSEA has the sole and exclusive right to have unit member organization membership dues and service fees deducted by the employer for unit members in the bargaining unit.

1 3.4.2 The employer shall deduct, in accordance with the CSEA dues and service fee
2 schedule, dues, service fees or payments to charity in lieu of service fees from the
3 wages of all unit members who are members of the bargaining unit and who have
4 submitted payroll deduction authorization forms to the District.

5 3.4.2.1 In the event that a unit member hereunder revokes a dues or service fee
6 authorization or fails to submit a deduction authorization, the employer
7 shall deduct service fees until such time as CSEA notifies the employer
8 that arrangements have been made for the payment of such fees.

9 3.4.3 The employer shall, without charge, pay to CSEA within 15 days of the deduction
10 all sums so deducted, except that the employer shall pay to the designated charity
11 sums deducted in lieu of service fees from the wages of unit members who qualify
12 for the religious exemption pursuant to this Agreement.

13 3.4.4 Along with each monthly payment to CSEA, the employer shall, without charge,
14 furnish CSEA with an alphabetical list of all unit members in the bargaining unit,
15 identifying them by name, last four digits of social security number, months per
16 year in paid status and annual salary, and indicating the amount deducted, if any,
17 and whether such deduction is for dues, service fees or charitable contributions.

18 3.4.5 Nothing contained herein shall prohibit a unit member from paying service fees
19 directly to CSEA.

20 3.4.6 The employer shall immediately notify the CSEA chapter treasurer if any member
21 of the bargaining unit revokes a dues, service fee or payment in lieu of service fee
22 deduction authorization.

23 3.4.7 The employer shall deduct and pay to CSEA service fees for each bargaining unit
24 member who is not a CSEA member in good standing and who is obligated to pay
25 such fees, pursuant to this Agreement, unless CSEA notifies the employer that the
26 unit member is paying such fees directly to CSEA. A payroll deduction
27 authorization form shall not be required for such deductions.

28 3.5 Hold Harmless

29 The California School Employees Association shall indemnify, defend and hold harmless
30 the District's Board of Education, including each individual School Board Member, and
31 employees, agents and representatives of the District against any and all claims,
32 demands, suits or other forms of liability; including, but not limited to, wages, damages,
33 judgments, fees, fines, court costs, attorney fees, and any back pay, penalties or awards
34 resulting from any court, arbitrator or PERB orders, judgments or settlements which may
35 arise by reason of, or resulting from the operation of this Article.

1 The California School Employees Association shall bear all costs defending against any and
2 all such claims, demands, suits or other forms of liability; including, but not limited to,
3 court costs, attorney fees and all other costs of litigation.

4 3.6 Resignation of Bargaining Unit Member

5 The District shall provide a copy of the monthly Personnel Report via electronic mail
6 reflecting resignations or terminations pending board action and approval by the Board
7 of Trustees. CSEA shall furnish any information needed by the District to fulfill the
8 provisions of this Article.
9

10 **ARTICLE 4. PERSONNEL FILES**
11

12 4.1 The personnel file of each unit member shall be maintained at the District's central
13 administration office. No disciplinary action shall be taken against a unit member based
14 upon derogatory materials, which are not reflected in materials in the central
15 administration office personnel file.

16 4.2 Unit members shall be provided with copies of any derogatory materials at least five (5)
17 workdays before it is placed in the unit member's personnel file. Unit members shall be
18 given up to one (1) hour during non-instructional working hours and without loss of pay
19 to prepare a written response to such material. The written response shall be attached
20 to the material.

21 4.3 A unit member shall have the right to examine and/or obtain copies of any material from
22 the unit member's personnel file with the exception of material that includes ratings,
23 reports, or records, which were obtained prior to the employment of the unit member
24 involved.

25 4.4 The District shall keep a log indicating the persons other than employees in Personnel
26 who have examined a personnel file as well as the date such examinations were made.
27 Such log and the unit member's personnel file shall be available for examination by the
28 unit member, or the CSEA representative, if authorized in writing by the unit member, by
29 appointment. The log shall be maintained in the unit member's personnel file.

30 4.5 Any person who places written material or drafts written material for placement in a unit
31 member's file shall sign the material and signify the day on which such material was
32 drafted.
33
34
35
36

ARTICLE 5. ORGANIZATIONAL RIGHTS

5.1 **CSEA Rights:**

CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

5.1.1 The right of access at reasonable times to areas in which unit member's work, for the purpose of representing bargaining unit members on grievances and matters related thereto.

5.1.2 CSEA may use the school mail and electronic communication systems and bulletin board spaces designated by the Superintendent, subject to the following conditions (a) all postings for bulletin boards or items of general CSEA business for the school mail system must contain the date of posting or distribution and the identification of the organization, together with the designated authorization by the CSEA president or designee; and (b) CSEA will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to its immediate removal by the District, with consultation to the CSEA president or designee.

The District will assign an email address for every bargaining unit member. To be provided this access, all unit members shall have on file a current, signed Acceptable Use Policy provided annually. All electronic communication by unit members shall be consistent with Board Policy/Administrative Regulation #4040.

5.1.3 To use without charge, facilities and buildings at reasonable times when advance arrangements have been made with the District Business Office.

5.1.4 The right to be supplied with a complete seniority roster, by hire date, of all bargaining unit members' on or about October 15th of each year of this Agreement and at the request of CSEA. Seniority lists shall indicate current teaching assignment and seniority as of June 30th of the previous school year. Seniority lists shall be made available at each school site and work location and five (5) copies shall be provided to the CSEA President. A unit member who disputes his/her length of service on the seniority list or who disagrees with the hire date credited, must file a written notice with Personnel Services. A written response shall be provided with a copy to CSEA.

If an error has been made, the list will be corrected and the correction will appear on the next published list. In addition to the seniority lists provided for above, the District shall update the seniority list at the time any layoff notice is given.

- 1 5.1.5 The right to receive two (2) copies of the board agenda and two (2) copies of all
2 financial reports including the Local Control Accountability Plan draft and final.
- 3 5.1.6 The right to review at reasonable times, and receive copies of District records,
4 public information and documents, necessary and relevant for CSEA to fulfill its
5 role as the exclusive bargaining representative.
- 6 5.1.7 The CSEA president or designee shall receive up to forty (40) days of release time
7 to conduct CSEA business. This provision shall be inclusive of all CSEA Chapter 598
8 bargaining unit members.
- 9 5.1.8 CSEA shall have the right to conduct one (1) - two (2) hour session on the initial
10 2015 – 2018 Agreement and one (1) – one (1) hour session each year thereafter
11 for bargaining unit members during a non-student teacher work day scheduled
12 with the Director/Designee.
- 13 5.1.9 The right to have up to two (2) delegates, which shall be inclusive of the nine (9)
14 delegates total for CSEA Chapter 598, to receive paid release time to attend the
15 CSEA annual conference. The District will provide reasonable release time for
16 bargaining unit members to serve on State CSEA positions.
- 17 5.1.10 The District shall provide the CSEA President/Designee fifteen (15) minutes to
18 discuss new CSEA unit member information prior to the regularly scheduled
19 district orientation. This time shall be inclusive of the forty (40) days of President
20 Release time referenced in Article 5.1.8.

21 5.2 Selection of Union Stewards

22 CSEA shall notify the District in writing of names of the union stewards representing the
23 certificated bargaining unit members. If a change is made, the District shall be advised in
24 writing of such change.

- 25 5.3 Union stewards shall have the authority to file notice and take action on behalf of
26 bargaining unit members relative to rights afforded under this Agreement.

27 5.4 Release Time

28 CSEA designees shall receive release time, without loss of compensation to attend
29 negotiations, consultation, impasse and grievance proceedings, and to represent unit
30 members during disciplinary meetings called by supervisors.

31 5.5 Distribution of Contract

32 Unless otherwise agreed by the parties, within 30 days of ratification, the District shall
33 provide CSEA with sufficient full sized copies of this Agreement for distribution to the
34 Association Executive Board, Negotiations Team, and Union Stewards. In addition, the
35 District shall place a copy of this Agreement on the LEUSD website and provide each unit
36 member with a pocket copy of this Agreement.

ARTICLE 6. GRIEVANCES

6.1 Definitions

6.1.1 A "Grievance" is a formal written allegation by the grievant that there has been a violation, misinterpretation, or misapplication of a specific provision of this agreement.

6.1.2 A "Grievant" must be a bargaining unit member of CSEA or a CSEA Chapter Representative.

6.1.3 A "Day" is any day in which the District Office of the Lake Elsinore Unified School District is open for business.

6.2 Level I: Informal Conference

6.2.1 An aggrieved unit member may within fifteen (15) days after the occurrence, act or omission, present directly or through his/her authorized representative, his/her grievance to his/her immediate management supervisor.

6.2.2 The grievance shall be submitted on the grievance form (refer to Appendix A 1-3) and shall include the date of the alleged violation, the Contract Article(s)/Section(s) alleged to have been violated, and a statement of the circumstances that prompted the allegations.

6.2.3 A Level I Informal Conference shall be held with the grievant's immediate supervisor.

6.2.4 Within ten (10) days after the Level I Informal Conference, the grievant may proceed to Level II if the grievance is not satisfactorily adjusted.

6.2.5 A unit member may present a grievance directly and have such grievance adjusted without the intervention of CSEA, as long as the adjustment is not inconsistent with the terms of this Agreement.

6.3 Level II: Immediate Supervisor

6.3.1 Within ten (10) days after the informal conference (6.2), the grievant or his/her representative must present his/her grievance in writing to the immediate management supervisor on the Grievance Form if the grievance is not resolved at the informal level.

6.3.2 In addition to the information submitted at Level I, the grievance shall include the date of the informal conference and the remedy sought.

6.3.3 Within five (5) days after receiving the grievance, the supervisor will communicate his/her decision to the unit member in writing.

6.3.4 The President of CSEA or grievance officer shall be provided with copies of any grievance filed by unit members and any response by the District.

6.4 Level III: Next Level of Supervision

6.4.1 If the grievance is not satisfactorily adjusted by the immediate supervisor or if the immediate supervisor fails to respond in accordance with Level II, the grievance may be submitted to the next level of supervision or within five (5) days of the receipt of the response at Level II.

6.4.2 Within five (5) days after the receipt of the grievance at Level III, the next level of supervision shall hold a meeting to discuss and seek to resolve the grievance. The grievant and the President of CSEA or union steward shall be notified in writing of the response at Level III, within five (5) days after the meeting.

6.5 Level IV: Superintendent/Designee

6.5.1 If the grievance is not satisfactorily adjusted at Level III, the grievance may be submitted in writing to the District Superintendent within five (5) days of the receipt of the response at Level III or within five (5) working days after the time periods called for in Level III have passed.

6.5.2 Within ten (10) working days of the receipt of the grievance at Level IV, the Superintendent or his/her designee will meet with the grievant in an attempt to resolve the grievance.

6.5.3 Within five (5) days after this meeting, the Superintendent or his/her designee shall deliver to the grievant and the CSEA President or his/her designee, the response to the grievance.

6.6 Level V: Mediation

6.6.1 If the grievant/CSEA is not satisfied with the decision at Level IV the grievant may, within five (5) days, submit a notice in writing to the Superintendent that the grievant is preceding to mediation. Within five (5) days of receipt of a Level V grievance, the Superintendent or designee must request a mediator from the State Conciliation Services. The mediator shall attempt to bring the parties to a satisfactory resolution. A meeting shall be scheduled at the earliest time agreeable to the parties and the mediator. The mediator shall, within five (5) days after arrival, attempt to bring the parties to a satisfactory agreement.

6.7 Level VI Board of Trustees

6.7.1 If the grievant and/or the Association are not satisfied with the decision at Level V he/she or CSEA may within ten (10) working days, appeal the decision in writing to the Board of Trustees. The appeal shall include copies of the original grievance statement and appeals and decisions at each prior level.

The grievant may present his/her case to the Board of Trustees at their next regularly scheduled meeting or, at their discretion, at an earlier special meeting

unless continued for just cause. The grievant and/or CSEA shall have the right to present evidence and to have self-chosen representation if he/she wishes. The Board of Trustees shall have ten (10) additional days to render a written decision.

6.8 Level VII: Binding Arbitration

6.8.1 If the grievant is not satisfied with the decision of the Board, he/she may within five (5) working days submit a request in writing to the Superintendent and CSEA requesting that the grievance be submitted to binding arbitration. CSEA shall, within five (5) days of receipt, notify the Superintendent of CSEA's disposition on the arbitration request.

6.8.2 CSEA and District shall schedule a pre-arbitration meeting to discuss the issue(s) to be submitted to arbitration and attempt to mutually select an arbitrator. If no agreement can be reached within ten (10) days, they shall request the State Conciliation Service to supply a panel of five (5) names. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

6.8.3 The fees and expenses of the arbitration and hearing shall be borne equally between the parties.

6.8.4 Either party may request a transcript of the proceedings and the party requesting such shall bear the expense thereof. Each party shall bear the expense of the presentation of its own case.

6.8.5 The arbitrator shall have no power to alter, amend, change, modify, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other. The arbitrator's decision shall be binding on the parties.

6.9 Group Grievance

If the grievance involves more than one (1) unit members with different supervisors, the grievance may be submitted at Level II to a supervisor of any of the grieved unit members. The time limits for submission and the subsequent processing shall be the same as set forth in Section 6.3 in regard to a class or group grievance.

6.10 Grievance Witnesses

Unit members shall be made available for testimony in connection with the arbitration procedure, if requested by CSEA or the grievant. Any District unit member witness required to appear in connection with this Article shall suffer no loss of pay.

6.11 Separate Grievance Files

All materials concerning a unit member's grievance shall be kept in a file separate from the unit member's personnel file, which file shall be available for inspection only by the unit member, the CSEA grievance representative and other management, supervisory and confidential unit members directly involved in the grievance procedure.

6.12 Reprisals

There shall be no reprisal of any kind whatsoever by the District administration or Board of Trustees against any grievant or against the Association or any other participant in the grievance procedure by reason of such participation.

6.13 The grievant/CSEA and the District may mutually agree to skip any of the levels within the grievance process up to level IV.

ARTICLE 7. PAY AND ALLOWANCES

7.1 Regular Rate of Pay and Salary

The regular rate of pay shall be in accordance with the rates established as provided for in Appendix C which is attached hereto and incorporated by reference as a part of this Agreement.

2020/2021 – 3.5 % Compensation Increase

3.5 % one-time off schedule compensation Preschool Salary Schedule.

- Based on 2019-2020 Preschool Salary Schedule for the 2020-2021 School Year
- To be paid on June 30, 2021 on the regular June pay warrant subject to regular tax deductions.

2021/2022- 2.0 % Compensation Increase

2.0% compensation increase included in the new 2021/2022 inclusive/combined (184, 200, and 220-Days) CFS Salary Schedules for CFS Preschool Teachers designed with 2 columns and 20 Steps advancement.

The new schedule has two columns of pay associated with Educational/Credentialing permits. Added to this new schedule and both columns are steps 16 and 20. They are:

1. AA or BA with CD Teacher Permit or CD Master Teacher Permit
2. BA with CD Site Supervisor Permit or higher.

PRESCHOOL COVID LEAVE AND BONUS AGREEMENT MOU JANUARY 20, 2022

As a district response and appreciation for all preschool teachers following District COVID-19 Protocols during the 2021/2022 school year and acknowledging the challenges all preschool teachers have faced, all preschool teachers shall receive a 2% bonus based on the 2021/2022 salary schedule, 1% paid by February 28, 2022 and 1% paid by May 31, 2022. These will be paid on separate checks and not flat taxed.

7.2 Experience Credit

Bargaining unit members shall be given credit up to seven (7) years served in full-time teaching status in a public school. Step eight (8) is the maximum entry level. Credit for private school experience shall be granted as a public school if accredited by the Western Association of Schools and Colleges or National Association for the Education of Young Children.

7.3 Extra-Duty Pay

An hourly rate of compensation shall be computed annually from the certificated preschool teacher salary schedule. Assigned work time beyond the unit work year/work day as specified in Article 10 shall be compensated as extra duty pay.

7.4 Paychecks

All regular paychecks of unit members in the bargaining unit shall be itemized to include all deductions, extra-duty pay, additional wage benefits, and differentials.

7.5 Frequency - Once Monthly

All unit members in the bargaining unit shall be paid once per month, payable on or before the last working day of the month with the exception of the December payroll which is paid in early January of each year. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday but by no later than January 5 of each year.

7.5.1 Certificated unit members will receive "level pay" of 12 payments during a fiscal year.

7.6 Payroll Errors

Any payroll error resulting in insufficient payment for a unit member shall be corrected and a supplemental check issued, not later than five (5) working days after the unit member provides notice to the payroll department. Any payroll error resulting in overpayment for a unit member in the bargaining unit shall be repaid according to a written repayment schedule mutually agreed upon by the District and the unit member.

7.7 Special Payments

Any payroll adjustment due a unit member in the bargaining unit as a result of re-computation of hours or other reasons other than procedural errors shall be made and a

supplemental check issued not later than five (5) working days after the unit member provides notice to the payroll department.

7.8 Lost Checks

Any paycheck for a unit member in the bargaining unit which is lost after receipt shall be replaced not later than three (3) working days following the unit member's request to the payroll department for replacement of the check.

Any paycheck for a unit member in the bargaining unit which is not delivered within five (5) working days of mailing, shall be replaced not later than three (3) working days following the unit member's request to the payroll department for replacement of the check.

7.9 Step Increase

The first day of July shall be considered as the anniversary date of employment for salary schedule movement of all unit members in accordance with the procedures set forth in this Article. Unit members whose date-of-hire results in completion of less than 75% of the traditional academic year in active status (student attendance year) are eligible for anniversary step increases on the first day of July, twelve (12) months after completion of their first partial year of service.

7.10 Meals

Any unit member in the bargaining unit, who, as a result of work assignment must have meals away from the District, shall be reimbursed for the cost of the meal, within limitations set by Board Policy and Procedures and receipts provided, not later than thirty (30) working days after submission of the expense claim.

7.11 Lodging

Any unit member in the bargaining unit, who, as a result of work assignment must be lodged away from home overnight, shall be reimbursed for the cost of such lodging within limitations set by Board Policy and Procedures and receipts provided, not later than thirty (30) working days after submission of the expense claim period.

When possible, the District shall make advance reservations, or if necessary, provide advance funds to the unit member for such lodging. If advance funds are not available to cover the cost of required lodging, the District shall reimburse the unit member for out-of-pocket lodging expense within thirty (30) working days after the unit member has submitted an expense claim.

7.12 Mileage

Any unit member in the bargaining unit required to use his/her own vehicle on District business shall be reimbursed at the rate, which would be allowed under the current year's federal income tax deduction. The mileage computation shall include mileage necessary

to return to the unit member's normal job site after the completion of the District business. Mileage claims shall be approved by his/her supervisor on District forms and submitted on a monthly basis. The amount shall be payable in a separate warrant drawn against District funds within thirty (30) days of submission of the claim by the unit member in the bargaining unit.

7.13 Telephone

Unit members assigned to the Home Based Education Program shall be provided with a District paid cell phone to support the teaching assignment.

7.14 Optimum Learning and Working Conditions

7.14.1 Needed audiovisual equipment, a computer and equipment capable of producing copies shall be available at each site for teachers' use and shall be properly maintained.

7.14.2 The District shall make every effort to supply an adequate number of books and materials for classroom use.

7.14.3 Office, parent business, or maintenance of a disruptive nature shall be conducted during non-teaching times unless defined as urgent by the site administrator or teacher.

7.14.4 The District agrees to provide any other supplies and training reasonably necessary for bargaining unit members to perform their duties.

ARTICLE 8. HEALTH AND WELFARE

8.1 All bargaining unit members and dependents shall be granted full fringe benefits covered by a District maximum annual contribution not to exceed \$12,292 ~~\$11,205.00~~ per employee. The monthly District maximum contribution shall be \$933.75 twelfthly. The District shall notify each bargaining unit member, prior to open enrollment, of the estimated payroll deduction that may be required for each group insurance option.

8.2 Benefits shall include major medical, dental, vision, and life insurance as negotiated by the parties and included in Appendix B.

8.3 Each bargaining unit member shall be provided with a full description of the programs under this Article (8).

8.4 Unit members are eligible for full fringe benefits on the first of the month following their first day in paid status.

8.5 The District and CSEA agree to work together in a District Insurance Committee to explore options to meet all District employees' insurance needs. District Insurance Committee recommendations will be subject to negotiations. The District and CSEA agree to work

1 together annually to select insurance packages which provide mutually acceptable
2 coverage written by the most cost effective provider and broker before the start of each
3 insurance coverage year.

- 4 8.6 A Section 125 Plan will be provided at no additional cost to the District. CSEA and the
5 District will work together through the Insurance Committee to recommend a Section 125
6 Plan which will be subject to the negotiation process.

7 8.7 Early Retirement

8 Early retirement benefits shall be available to bargaining unit members of at least fifty-
9 five (55) years of age with fifteen (15) continuous years of service to the District. All
10 bargaining unit members hired on or after July 1, 2007, must be at least sixty (60) years
11 of age with fifteen (15) continuous years of service to the District. Upon retirement, the
12 District shall provide fringe benefit contribution to retirees at the maximum annual
13 District premium contribution in effect at the time of retirement. The District shall
14 continue to contribute the maximum annual group health insurance premium amounts
15 for retirees up to age sixty-five (65), at which time no benefit shall be provided. The
16 maximum annual District premium group health insurance contribution shall be fixed at
17 the maximum contribution in effect at the time of retirement.

- 18 8.8 In the event that District group health insurance premium contributions are insufficient
19 to fund the full cost of health insurance premium contributions are insufficient to fund
20 the full cost of health insurance premiums, the retiree shall be required to pay such
21 difference in advance, quarterly.

22
23 **ARTICLE 9. MEDICAL EXAMINATION**
24

- 25 9.1 No person will be employed by the District unless the person has submitted to an
26 examination for tuberculosis within the past sixty (60) days and it has been determined
27 that he/she is free of active tuberculosis. The cost of such an examination shall be borne
28 by the District if such services are not provided to the unit member without cost.

29 9.1.1 All unit members of the District will submit to an examination for tuberculosis every
30 four (4) years or as required by statute.

31 9.1.2 The District agrees to provide the full cost of any immunizations required as a
32 condition of employment or continued employment

33 9.2 Physical Examination

34 The District agrees to provide the full cost of any medical examination required as a
35 condition of employment or continued employment.
36

ARTICLE 10. TERMS AND CONDITIONS OF EMPLOYMENT

10.1 Work Year

The length of the work year shall be a minimum of one hundred eighty-four (184) days up to two hundred twenty (220) days depending on program needs. If program needs exceed two hundred twenty (220) days the District will notify CSEA to negotiate the length of work year.

The length of the work year for any unit member may be increased from one hundred eighty-four (184) days but requires an agreement between the District and CSEA. Any days assigned beyond the 184 days shall be compensated at the unit member's daily rate as identified in Appendix C.

10.1.1 Bargaining unit members who have a work year, or who work, beyond 184

Days shall be granted one (1) additional sick day for each 16 days beyond

The 184 working days.

10.1.2 New bargaining unit members may be required to attend fifteen (15) hours

of additional professional development to be scheduled by the District

During the work year and work day. No additional compensation will be provided

for the professional development. Any hours assigned beyond their work

year/work day shall be compensated at the unit member's daily/hourly rate as

identified in Appendix C.

10.1.3 Preschool teacher work year shall be as follows:

Head Start Program – 184 days

State Preschool Program – 184 days

Early Head Start Program – 200 days

Full Day State Preschool Program – 220 days

10.1.4 Four (4) workdays, two (2) which will be meeting free and devoted to classroom preparation.

10.1.5 Work year calendars as negotiated will be placed in Appendix C.

10.2 Work Day

The length of the workday for teachers shall not exceed eight (8) hours per day exclusive of a 30-minute lunch.

10.3 Duty Free Lunch Period

Bargaining unit members shall be entitled to a duty-free lunch period equivalent to the student lunch period of not less than thirty (30) minutes. Unit members may leave the campus during their prescribed lunch period.

1 10.3.1 Working During Lunch Periods

2 Any unit member required to work during his/her lunch period shall immediately
3 contact their supervisor to provide coverage. If no coverage is available, the unit
4 member shall receive their hourly rate of pay for time worked during the lunch
5 period.

6 10.4 Staff Meetings

7 10.4.1 Mandatory Staff Meetings may be called at any time to remain compliant with
8 state and federal mandates. These meetings will be held during the regular
9 workday.

10 Meeting which extend beyond the unit member's normal working hours will be
11 compensated at the extra duty rate of pay in quarter hour increments.

12 10.4.2 Staff members who are unable to attend Mandatory Staff Meetings may be
13 required to attend a makeup meeting during their regular workday. This makeup
14 meeting shall be limited to items presented at the original meeting. Meetings
15 which extend beyond the unit member's normal working hours will be
16 compensated at the extra duty rate of pay in quarter hour increments.

17 10.5 Mandatory Staff Development

18 10.5.1 Mandatory Staff Development meetings will be held on days or times in which
19 students are not in attendance to the greatest extent possible.

20 10.5.2 Mandatory Staff Development meetings which extend beyond the unit member's
21 normal working hours will be compensated at the extra-duty rate of pay in
22 quarter hour increments.

23 10.6 Parent/Teacher Conferences

24 Parent/teacher conferences will be scheduled during regular work hours.

26 **ARTICLE 11. CLASS SIZE**

28 11.1 Class size/ratio shall be governed in accordance with limits mandated by applicable state
29 or federal law and set forth in Appendix D.

30 **ARTICLE 12. SAFETY**

32 12.1 Safety Committee

33 A bargaining unit member may exercise during the performance of his/her duties, the
34 same degree of physical control over a pupil that a parent would be legally privileged to
35 exercise, but which in no event shall exceed the amount of physical control reasonably

necessary to protect property, or protect the health and safety of pupils and employees.
(Under the provisions of Education Code 44807)

12.2 No bargaining unit member will be required to engage in any activity that can reasonably be deemed hazardous to life and limb. All bargaining unit members must follow accepted standard safety procedures.

12.3 To ensure that exposure to unsafe conditions is minimized, unit members are to be safety conscious in their own actions and to report to their immediate supervisor any alleged unsafe or potentially unsafe conditions and complete the appropriate documentation. Acknowledgment of receipt will be made by supervisor/designee at the time the report is submitted. The immediate supervisor will respond to the unit member within five (5) working days as to what action will be taken.

12.4 Any assault upon a unit member will be reported promptly to the immediate supervisor and to the appropriate law enforcement agencies as defined in Education Code 44014. The written report of the incident shall contain the unit member's name, date, location, and details of the assault.

12.5 Safety Equipment

Should the employment duties of a unit member in the bargaining unit require use of any equipment or gear to ensure the safety of the unit member or others, the District agrees to furnish such equipment, gear and training.

12.6 The District shall maintain a safe and healthy working environment.

12.7 Replacing or Repairing Unit Members' Property

Any materials or equipment that the unit member shall furnish and during the course of usage be damaged or lost, shall be repaired or replaced by the District if the unit member has received written approval from his/her supervisor to bring and use such materials or equipment on the job.

ARTICLE 13. ASSIGNMENTS AND TRANSFERS

13.1 Assignment

13.1.1 Unit members shall be notified of their tentative assignments prior to, but not less than fifteen (15) working days before the first student attendance day of the school year.

13.1.2 Assignments will be determined by actual student enrollments and student curriculum needs.

1 13.2 Interview Panel – CSEA Designee

2 The CSEA President or designee shall be invited to serve as one member of all Vacancy,
3 Transfer, and Reassignment Interview panels. The District will inform CSEA as soon as the
4 interview is scheduled but no later than 3 work days prior to the interview.

5 13.3 Vacancy and Opening Announcement

6 Announcements of all vacancies shall be provided to all bargaining unit members
7 electronically (via email) and posted on the Lake Elsinore Unified School District Website
8 at least five (5) work days prior to the application deadline. Electronic announcements
9 shall be sent to the CSEA President and Labor Relations Representative. Transfer request
10 forms shall be included in all announcements. A transfer is the movement from one site
11 to another site. Transfer requests for a specific vacancy shall be submitted to the District
12 Personnel Office within the appropriate application period.

13 A reassignment is in response to a posted opening at the same site. Announcements of
14 reassignment openings shall be provided electronically (via email) at least five (5) work
15 days prior to the application deadline to all unit members at the applicable site. Electronic
16 copies of all such announcements shall be sent to the CSEA President. Reassignment
17 requests shall be provided to the Director/Designee within the appropriate application
18 period.

19 13.4 Voluntary Transfers

20 13.4.1 A unit member may submit a written transfer request in response to a posted
21 vacancy. Voluntary requests for transfer to fill a specific vacancy will be considered
22 on the basis of an interview and the following criteria:

23 13.4.1.1 Permits, qualifications, and the amount of units completed
24 successfully in Early Childhood Education

25 13.4.1.2 Head Start Act

26 13.4.1.3 Most District seniority

27 13.5 Involuntary Transfers

28 13.5.1 No unit member will be involuntarily transferred to fill a vacancy if there is a
29 volunteer who is fully credentialed for the available position. No unit member will
30 be required to teach outside of their credential authorization.

31 13.5.2 Involuntary transfer(s) required by changes in school(s) enrollment and/or
32 student curricular, programmatic needs will be made in accordance with the
33 following criteria in the order listed:

34 13.5.2.1 Permits, qualifications, and the amount of units completed successfully
35 in Early Childhood Education

36 13.5.2.2 Head Start Act

- 13.5.2.3 Least District seniority
- 13.5.3 The unit member being considered for involuntary transfer shall receive a written notice that includes the reason for transfer. The unit member may request a conference before any transfer is made. If requested, a conference will be held within five (5) working days with the unit member and the Superintendent/Designee.
- 13.5.3.1 The unit member may be represented by CSEA if the unit member so desires. The District and CSEA shall within five (5) working days, determine a mutually agreed upon date.
- 13.6 Voluntary Reassignments
- 13.6.1 Voluntary reassignments will take place before initiating involuntary reassignments.
- 13.6.2 A unit member may submit a written reassignment request in response to a posted opening to the Personnel Support Services Office.
- 13.6.3 If the voluntary reassignment request for a specific vacancy is denied, the District must provide the unit member upon written request, the reason(s), in writing, for the denial.
- 13.6.4 Reassignment requests to fill a specific opening will be considered on the basis of an interview and the following criteria:
- 13.6.4.1 Permits, qualifications, and the amount of units completed successfully in Early Childhood Education
- 13.6.4.2 Head Start Act
- 13.6.4.3 Most District seniority
- 13.7 Involuntary Reassignment
- 13.7.1 No unit member will be involuntarily reassigned to fill a vacancy if there is a volunteer who is fully credentialed for the available position.
- 13.7.2 Involuntary reassignment(s) required by changes in enrollment and/or student curriculum, programmatic needs will be made in accordance with the following criteria in the order listed:
- 13.7.2.1 Permits, qualifications, and the amount of units completed successfully in Early Childhood Education
- 13.7.2.2 Head Start Act
- 13.7.2.3 Least District seniority
- 13.8 Assistance to Unit Member
- 13.8.1 Pre-packed teaching materials will be moved to a new work location by maintenance and/or operations, if requested in writing by the unit member.

13.8.2 When a transfer or reassignment involving a substantial (e.g. program change) change in duties and responsibilities is made during the student attendance year, the affected unit member will be provided release time to prepare for the new assignment. Unit members transferred and/or reassigned from one school site to another school site shall receive a minimum of two (2) release days.

ARTICLE 14. PROBATION AND EVALUATION PROCEDURES

14.1 PRINCIPLES OF EVALUATION

All unit members shall receive an annual staff performance evaluation.

14.1.1 The evaluation shall be based on the areas listed in Appendix E 1-2, information gathered through observation conferences with unit member and firsthand knowledge of total performance.

14.1.2 Each unit member will be notified in writing within 20 working days of the start of their work year who shall be their evaluator and shall be provided a copy of the evaluation form (Appendix E 1-2).

14.1.3 Upon receipt, if the unit member feels there is a concern with the appointed evaluator, the unit member has five (5) working days to request in writing a conference with the Superintendent/Designee. The unit member has the option of involving the CSEA.

14.1.4 The conference with the Superintendent/Designee will be held within five (5) working days of the request 14.1.3, and will include the proposed evaluator only if requested by the unit member.

14.1.4.1 It is understood where CSEA's involvement has been requested, the scheduling of this conference shall be upon mutual agreement.

14.1.5 During the conference, the Superintendent/Designee and unit member will attempt to resolve concerns or the Superintendent/Designee shall select an alternate evaluator.

14.2 Mandated assessments, attendance reports, teacher feedback forms and all other forms and schedules must be completed and turned in adhering to requirements.

14.3 Probation

14.3.1 New employees, other than temporary employees, shall serve a probationary period of three (3) complete academic years. A probationary unit member must teach at least seventy-five percent (75%) of the days during a regular school year to receive credit for teaching one (1) complete academic year.

1 14.3.2 Probationary unit members will be evaluated annually. The written formal
2 evaluations will be completed prior to March 15 of each year.

3 14.4 Procedures for Evaluation

4 14.4.1 The evaluation shall include at least one (1) formal observation.

5 14.4.2 The evaluation for probationary employees shall include at least two (2) formal
6 observations.

7 14.4.3 Formal observations shall last at least (30) minutes.

8 14.4.3.1 The formal written observation shall be mutually arranged at least

9 Two (2) working days in advance of the formal observation. The formal
10 observation shall be preceded by a preconference to discuss the
11 observation lesson. At that time, a discussion of the observation lesson
12 will take place.

13 14.4.3.2 A change in time of the formal observation may be requested by either
14 the unit member or the evaluator, if necessary, at least one (1) working
15 day in advance of the formal observation.

16 14.4.3.3 Informal observations may take place at any time and need not be pre-
17 conferenced or written.

18 14.4.3.4 Within five (5) working days after a formal written observation, an
19 observation conference shall be scheduled to discuss the observation
20 and any recommendation(s).

21 14.4.3.5 The unit member will be provided a written observation report, signed
22 by the evaluator. The report shall indicate the time and date of the
23 observation, as well as a summary of the evaluator's observation.

24 14.4.3.6 When a deficiency is noted on the observation form which may result
25 in an "area of growth" rating in the unit member's final evaluation
26 report, a follow-up observation shall be arranged between the
27 evaluator and unit member before the evaluation report is written.

28 14.4.3.7 Only this one (1) additional formal observation is required before
29 writing an evaluation report.

30 14.4.4 Prior to ten (10) working days before the end of a bargaining unit member's work
31 year, an evaluation conference will be held to discuss the results of the evaluation.
32 The evaluator will provide the unit member with a copy of the evaluation.

33 14.4.5 Both parties, the evaluator and unit member, will sign a copy of the evaluation.
34 The signature of the unit member shall indicate receipt of the document, not
35 necessarily agreement therewith.

1 14.4.6 The unit member shall have ten (10) working days to review the evaluation and
2 add a written response.

3 14.4.7 Any deficiency noted in the evaluation will be clearly stated by the evaluator.
4 Specific recommendations will be made as to how the unit member can correct
5 the deficiency and assistance will be given toward correcting the deficiency.

6 14.4.8 All evaluation reports shall include a notation as to the overall evaluation. "Areas
7 of growth" must be based on a minimum of two (2) mutually arranged formal
8 written observations.

9 14.4.9 If requested by March 1, a probationary unit member or the evaluator may
10 request an additional evaluation to be conducted by another District
11 administrator before the end of the bargaining unit member's work year.

12 14.5 Informal Observation – Walkthrough

13 The District and Association agree that informal observations (walkthroughs) may occur
14 at all sites to gather global documentation for program compliance. Data collected by the
15 unit member's evaluator during an informal observation that may have a negative impact
16 on the unit member's evaluator during an informal observation that may have a negative
17 impact on the unit member's evaluation shall be informally shared with the unit member
18 within five (5) working days. A summary of the program wide data collected during
19 informal observations shall be presented to all unit members associated with the
20 program.

21
22 **ARTICLE 10. LEAVES**

23
24 15.1 Sick Leave

25 Each unit member will be granted one day of sick leave per working month during the
26 regular school year.

27 15.1.1 Unused sick leave will be cumulative from year to year and will be unlimited in
28 accumulation.

29 15.1.2 Credit for sick leave during any one (1) year need not be accrued prior to taking
30 such leave by the employee and such leave of absence may be taken any time
31 during the school year, at the discretion of the employee.

32 The District will provide sick leave balances on unit member's pay stubs which
33 reflect the previous month's balance.

34 15.1.3 Any earned sick leave may be used by the employee up to ten (10) days annually
35 at his/her election in cases of Personal Necessity Leave and Personal Business
36 Leave. (Reference 15.4)

1 15.1.4 A unit member exercising sick leave provisions will notify the District's automated
2 absence reporting system of his/her need to be absent from service as soon as
3 known.

4 15.1.5 If the District has reason to believe that a unit member is using sick leave for
5 reasons other than those provided herein, the District may require said unit
6 member to furnish verification for future use of sick leave. In addition, the District
7 may require a medical release to return to work after a unit member has been
8 absent due to illness for a period of five (5) consecutive days or more.

9 15.1.6 All bargaining unit members beginning in this school District will be entitled to
10 transfer into the District all accumulated sick leave from any other public school
11 system within the State of California in accordance with Education Code.

12 15.1.7 Any unused sick leave credit may be used by the unit member at members'
13 discretion for sick leave purpose without loss of compensation. Upon exhaustion
14 of all accumulative sick leave credit, a unit member who continues to be absent
15 for purposes of this section will receive differential pay as per Education Code up
16 to five (5) calendar months. Nothing in this Section shall imply that a unit member
17 who has accumulated more than five (5) months of sick leave shall not be entitled
18 to full benefit of that leave.

19 15.1.8 Any bargaining unit member who uses zero (0) sick days for any reason or purpose
20 during a school year will receive a one-time check at the end of the school year for
21 \$250.00. Any member who misses one (1) day will receive \$200.00, and if two (2)
22 days are missed \$150.00 will be paid. Any bargaining unit member who misses
23 three (3) or more days will receive no payment.

24 15.2 Parental Leave

25 Disabilities resulting from pregnancy, childbirth, miscarriage and recovery therefrom are
26 considered temporary disabilities and, in general, will be treated as conditions of illness.
27 Sick leave may be used for such disabilities. The unit member shall choose the type of
28 leave preferred and notify the Personnel Office in writing.

29 15.2.1 The date of commencement of absence from duties because of pregnancy,
30 miscarriage, childbirth, or recovery therefrom will be determined by the unit
31 member and her physician. This date is not to be construed as the due date of the
32 baby in cases of pregnancy.

33 15.2.2 The District recognizes that the date of commencement of absence from duties in
34 the case of pregnancy is an approximate date only, the unit member may continue
35 working beyond the stated date with the approval of her physician.

1 15.2.3 Maternity leave shall be in accordance with medical certification and return to
2 work authorization from a medical professional. After this time, it is expected the
3 employee will return to her duties on a regular basis. Continued absence beyond
4 this period will require a subsequent statement from the employee's physician
5 indicating that the employee's health condition is such that she may not return to
6 full duty. In any event, the District will be notified in writing, at least ten (10)
7 calendar days prior to return to duty of the expected date of return. This notice
8 will include a statement from the physician indicating that the employee's health
9 condition warrants return to full duty on the date specified.

10 15.2.4 An employee on maternity leave will be allowed to return earlier than the
11 expected return date. A written request for early return shall be submitted to the
12 Personnel Office with the medical clearance as noted in 15.1.5.

13 15.2.5 Employee compensation and other benefits and privilege will be extended during
14 maternity leave in the same manner as during illness leave.

15 15.2.6 Bonding Leave – California Family Rights Act (CFRA)

16 This bonding leave is for the birth or placement of a child in connection with the
17 unit member's adoption or foster care. A unit member on CFRA bonding leave may
18 elect to utilize accumulated sick leave for bonding leave and, once exhausted, to
19 receive differential pay for the balance of the 12 weeks. Unit members who have
20 exhausted all available sick leave and continue to be absent while taking
21 maternity/paternity leave under CFRA, may receive differential pay for up to 12
22 school weeks. The 12-week differential period is reduced by any period of sick
23 leave.

24 This differential pay is only available is he/she first exhausts all available and
25 accumulated sick leave. A unit member who elects not to exhaust sick leave during
26 the bonding leave is ineligible for differential pay. Differential pay during the 12-
27 week leave period is defined as his/her salary minus the sum that is actually paid
28 or would have been paid to a substitute employee to fill the position during the
29 employee's absence. The differential pay prevails over the general language of the
30 50% pay rule.

31 The 12-week entitlement in conjunction with CFRA leave is in addition to any other
32 differential pay provided under preexisting statutes. A unit member who exhausts
33 his/her normal five months of differential pay is also entitled to up to 12 weeks of
34 differential pay for bonding purposes.

35 A unit member is only provided one 12-week differential pay period per
36 maternity/paternity leave. If the school year ends before the 12-week period is

exhausted, the unit member may take the balance of the 12-week period in the subsequent school year.

A bonding leave need not be taken in one continuous period. Any leave taken must be concluded within one year of the birth or placement of the child.

15.3 Child Rearing Leave

15.3.1 Under this option an employee may request a non-paid leave for a maximum of one (1) year after he/she becomes a parent through pregnancy, adoption, or legal guardianship. Prior to such leave, the employee will submit in writing to the Personnel Office, a statement indicating the beginning and ending date of the requested leave.

15.3.2 The District shall make every reasonable attempt to place a returning teacher to his/her prior assignment/site.

15.4 Personal Necessity Leave

Up to ten (10) days of absence earned for sick leave under Article 15.1 may be used by the unit member for purpose of personal necessity as defined in Appendix F.

15.4.1 Personal Business Leave

Ten (10) days of Personal Necessity leave per fiscal year may be classified as Personal Business and not require any explanation as to how it will be used. The unit member shall give the District twenty-four (24) hours advance notice when possible to use such leave. If there is a conflict between unit members who are working on the same or similar operations, as to when Personal Business may be taken, collaboration between the unit member and the supervisor may take place to resolve the conflict. If no resolution is reached, the unit member with the greatest District seniority will be given preference.

15.5 Bereavement Leave

Bargaining unit members shall be granted a leave with full pay in the event of the death of any member of the bargaining unit member's immediate family. The leave shall be for a period of five (5) days in the event of death for any of the following immediate family members: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any person living in the immediate household of the bargaining unit member. The leave shall be for three (3) days in the event of death for any of the following family members: aunts, uncles, nieces, nephews, and first cousins. No deduction shall be made from the salary of bargaining unit members taking Bereavement Leave nor shall such leave be deducted from other leave granted by this Article. Unit

members shall complete a form designating the use for bereavement stating the family relationship. The Request for Bereavement Leave form shall be placed in the Appendix (see Appendix G).

15.6 Judicial Appearance Leave

15.6.1 Notification to the District: Upon receipt of notification of a jury duty obligation to be served during working hours on days of assigned service, it is the obligation of the unit member to inform his/her supervisor and the Personnel Office immediately.

15.6.2 The District shall grant leaves of absence to employees with pay, up to the amount of the difference between the employee's regular earnings and any amount he/she receives for jury or witness fees, less expenses incurred, when such leaves of absence are granted for the purpose of the unit member's appearance in court, other than as litigant, or for regularly called jury duty in the manner provided by law.

15.6.3 Payment of Unit Member's Regular Salary

The District will continue to pay the unit member's regular salary as provided by law. A unit member who is receiving compensation from the District must report to work during assigned days when not retained for jury duty.

15.6.4 Verification of Jury Duty

Unit members using such leave shall be required to submit to the Personnel Department verification from the court for those days they are required to be in attendance.

15.7 Industrial Accident and Illness Leave

In addition to any other benefits that a unit member may be entitled to under the worker's compensation laws of this state, unit members shall be entitled to the following benefits:

15.7.1 Allowable leave shall be for not less than sixty (60) working for the same injury/illness during which schools are required to be in session or the unit member is otherwise required to be working in any one fiscal year.

15.7.2 Allowable leave shall not be accumulated from year to year and when an industrial injury or illness overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave.

15.7.3 Unit members shall be paid such portion of his/her salary due that, when added to temporary disability payments under the worker's compensation laws of this state, will result in payment of not more than his/her full salary.

1 15.7.4 The industrial accident or illness leave is to be used in lieu of normal sick leave
2 benefits. When entitlement to industrial accident or illness leave under this
3 Section has been exhausted, entitlement to other leaves may be used. If,
4 however, a unit member is still receiving temporary disability payments at the
5 time of the exhaustion of benefits under this Section, he/she shall be entitled to
6 use only so much of his/her accumulated sick leave, which when added to the
7 worker's compensation award, will result in payment of not more than his/her
8 full salary.

9 15.7.5 Any time a unit member on industrial accident or illness leave is able to return
10 to work, he/she shall be reinstated in his/her position without loss of pay or
11 benefits.

12 15.8 Military Leave

13 15.8.1 A unit member shall be entitled to any military leave provided by law and
14 shall retain all rights and privileges granted by law arising out of exercise of
15 military leave.

16 15.9 Break in Service:

17 No absence under any paid leave provision of this Article shall be considered as a break
18 in service for any unit member who is in paid status, and all benefits accruing under the
19 provision of this Agreement shall continue to accrue under such absence.

20 15.10 Family and Medical Leave

21 Employees may request and be granted up to twelve (12) weeks of unpaid leave in a fiscal
22 year due to their own serious health condition or the serious health condition of their
23 spouse, parent, or child. The employee must have worked at least 1250 hours and have
24 been employed for twelve (12) months. Group insurance benefits shall remain in effect
25 during Family and Medical Leave (FMLA). Nothing herein shall be construed to reduce or
26 replace specific benefits provided by the Family and Medical Leave Act of 1993.

27 15.11 General Leave

28 15.11.1 Limited leave for business or personal reasons, not provided under Personal
29 Necessity Leave may be granted without compensation, increment, seniority or
30 tenure credit by the District, for a maximum of one (1) year and shall be
31 submitted a minimum of sixty (60) working days prior to the effective date. The
32 application for and granting of such leaves of absence will be in writing. In
33 addition, a unit member on such leave will complete the Spring Letter of Intent,
34 which will be mailed to the unit member, as to intention to return to
35 employment in the District. Failure to so notify the District by no later than June
36 30 will be considered an abandonment of position.

1 15.11.2 The District shall make every reasonable attempt to place a returning teacher
2 to his/her prior assignment/site.

3 15.12 Criteria for Unpaid Leaves

4 15.12.1 A unit member on unpaid leave may participate in the District's insurance
5 program at his/her own expense, subject to the approval of the insurance carrier
6 and pre-paid to the District.

7 15.12.2 The policy of approving or denying unpaid leaves will be applied uniformly to all
8 unit members. Should a unit member's request for an unpaid leave be denied,
9 the reason(s) will be submitted to the unit member in writing.

10 15.12.3 If the unpaid leave was granted for health reasons, the unit member will be
11 required to submit, prior to return to active duty, a medical statement indicating
12 an ability to assume assigned duties without restrictions or detriment to the unit
13 member's physical or emotional well-being. Medical statements with
14 accommodations for consideration shall be subject to the Good Faith Interactive
15 Process in accordance with law.

16 15.12.4 Unless specifically stated otherwise, unpaid leaves are granted without benefits
17 and will not be credited as time of service.

18 15.12.5 Unit members shall maintain but not add to, earned sick leave.

19 15.12.6 Upon return to service, the unit member will be placed upon the step and
20 column salary placement to which the unit member is entitled with no service
21 credit for advancement for the unpaid leave.

22 15.12.7 The District shall make every reasonable attempt to place a returning teacher to
23 his/her prior assignment/site.

24
25 **ARTICLE 16. LAYOFF**

26
27 16.1 Layoffs shall be implemented in accordance with the education code applicable to
28 preschool teachers.

29
30 **ARTICLE 17. DISCIPLINE SHORT OF DISMISSAL**

31
32 17.1 Employee Suspension

33 Unit members may be suspended by the District with or without pay at the discretion of
34 the District provided the District utilizes just cause, due process and progressive
35 discipline.

1 17.1.1 The Board may suspend unit members for specific offenses such as (a) habitual
2 tardiness (defined as arriving late, five times); (b) excessive absenteeism (in
3 Accordance with Article 15); (c) physical abuse of students and/or colleagues;
4 and (d) intoxication during school hours and/or at school-related events.

5 17.2 Progressive Discipline

6 Progressive Discipline shall normally follow these steps:

7 17.2.1 Prior to any disciplinary action, a unit member must be verbally warned that
8 continued offenses may result in discipline. Any verbal warnings will have an
9 active life of one (1) year, after which time they will not constitute just cause to
10 proceed to the next step of progressive discipline.

11 17.2.1.1 All verbal warning documentation shall include the name of the unit
12 member who received the verbal warning, the name of the
13 administrator who issued the verbal warning, the date the verbal
14 warning was issued, a brief description of the content of the verbal
15 warning and the remedy sought by the administrator. The unit
16 member shall sign for receipt of the verbal warning on the Verbal
17 Warning Documentation Form (Refer to Appendix H). A copy of the
18 signed Verbal Warning Documentation Form shall be given to the unit
19 member. Verbal warnings shall be issued and administered in
20 accordance with Article 17.2.2.

21 17.2.2 Upon repeated offense, the District may issue the unit member a letter of
22 reprimand that, in part, warns the unit member that continued offenses may
23 result in suspension. Any letters of reprimand will have an active life of two (2)
24 years, after which time they will be sealed and shall not constitute just cause to
25 proceed to the next step of progressive discipline, provided that the unit
26 member has not repeated the offense described in the letter of reprimand.

27 17.2.3 Unit members who repeat offenses after verbal and written warnings may be
28 suspended. A unit member's first suspension without pay shall not exceed ten

(10) working days unless the unit member agrees to a longer period of suspension.

17.3 Due Process

Unit members shall be entitled to all Due Process rights as provided by law. The District must initiate any discipline proceedings pursuant to this Article within thirty (30) work days of the occurrence of the act, or from when the alleged act was discovered.

17.4 Suspension Pending Disposition of Certain Charges

It is understood that in allegations of a criminal act or moral turpitude, the Board may suspend a member pending disposition of the charge(s).

ARTICLE 18. SEVERABILITY

18.1 Savings Clause

If, during the life of the Agreement, there exists any applicable law or any applicable rule, regulation or order issued by government authority other than the District, which shall render invalid or restrain compliance with enforcement of any provision of this Agreement, such provisions shall immediately be suspended and be of no effect hereunder so long as such law, rule regulation or order shall be in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions, which shall continue in full force and effect.

18.2 Replacement for Severed Provisions

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 19. SUPPORT OF AGREEMENT

19.1 The District and the CSEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that CSEA and the District will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement in any part subject to the meet and negotiation process except by mutual agreement of the District and CSEA.

1 **ARTICLE 20. EFFECT OF AGREEMENT**

- 2
- 3 20.1 It is understood and agreed that the specific provisions contained in this Agreement shall
- 4 prevail over District practices and procedures and over state laws to the extent permitted
- 5 by state law and that in the absence of specific provisions of this Agreement, such
- 6 practices and procedures are discretionary.

7

8 **ARTICLE 21. CONCERTED ACTIVITIES**

9

10 21.1 Concerted Activities

11 It is agreed and understood that during the term of this Agreement there will be no strike,

12 work stoppage, slow down, picketing, or failure to perform job functions and

13 responsibilities, or other interferences with the operations of the District by CSEA or its

14 officers, agents, or members during the term of this Agreement, including compliance

15 with the request of other labor organizations to engage in such activity. It is understood

16 that the Association may consider concerted activities following the impasse procedures

17 of negotiations.

18 21.2 Association's Responsibility

19 CSEA recognizes the duty and obligation of its representatives to comply with the

20 provisions of this Agreement and to make every effort toward inducing all unit members

21 to do so. In the event of a strike, work stoppage, slow down, or interference with the

22 operations of the District by unit members who are represented by CSEA, CSEA agrees in

23 good faith to take all necessary steps to cause those unit members to cease such action.

- 24 21.3 It is agreed and understood that any unit member violating this Article may be subject to
- 25 discipline up to and including termination by the District.

26 21.4 Withdrawal of Rights, Privileges, or Services

27 It is understood that in the event this Article is violated the District shall be entitled to

28 withdraw any rights, privileges, or services provided for in this Agreement under Article

29 5.

- 30 21.5 During the term of this Agreement or extension thereof, the District agrees that it will not
- 31 lock out any bargaining unit members.
- 32
- 33
- 34
- 35
- 36

1 **ARTICLE 22. DURATION/NEGOTIATIONS**

2
3 22.1 This agreement shall commence on July 1, 2021 and shall expire on June 30, 2024.

- 4 • For the 2021/2022 school year, Article 7. Pay and Allowances and Article 8:
5 Health and Welfare are closed. Each party may reopen one (1) article.
6 • For the 2022/2023 school year, each party may reopen one (1) article in addition
7 to Article 7. Pay and Allowance and Article 8: Health and Welfare.
8 • For the 2023/2024 school year, each party may reopen one (1) article in addition
9 to Article 7: Pay and Allowance and Article 8: Health and Welfare.

10
11 **ARTICLE 23. SCRIBE'S WAIVER**

12
13 In the case of any inadvertent omission or commission by the scribe of this contract, the
14 original signed agreement shall prevail.

SUBJECT	ARTICLE, SECTION NUMBER	PAGE
<u>Assignment and Transfers</u>	13.0	18
Assignment	13.1	
Vacancy and Opening Announcement	13.2	
Voluntary Transfers	13.3	
Involuntary Transfers	13.4	
Voluntary Reassignments	13.5	
Involuntary Reassignment	13.6	
Assistance to Unit Member	13.7	
<u>Class Size</u>	11.0, Appendix D	17
<u>Concerted Activities</u>	21.0	32
Concerted Activities	21.1	
Association's Responsibility	21.2	
Withdrawal of Rights, Privileges, or Services	21.4	
<u>Discipline Short of Dismissal</u>	17.0	
Employee Suspension	17.1	
Progressive Discipline	17.2, Appendix H	
Due Process	17.3	
Suspension Pending Disposition of Certain Charges	17.4	
<u>District Rights</u>	2.0	2
Retained Authority	2.1	
Limitations of Authority	2.2	
Emergency Situations	2.3	
<u>Duration/Negotiations</u>	22.0	33
<u>Effect of Agreement</u>	20.0	32
<u>Grievances</u>	6.0, Appendix A	8
Definitions	6.1	
Level I: Informal Conference	6.2	
Level II: Immediate Supervisor	6.3	
Level III: Next Level of Supervision	6.4	
Level IV: Superintendent/Designee	6.5	
Level V: Mediation	6.6	
Level VI: Board of Trustees	6.7	
Level VII: Binding Arbitration	6.8	
Group Grievance	6.9	

SUBJECT	ARTICLE, SECTION NUMBER	PAGE
Grievance Witnesses	6.10	
Separate Grievance Files	6.11	
Reprisals	6.12	
<u>Health and Welfare Benefits</u>	8.0, Appendix B	
Early Retirement		
<u>Layoff</u>	16.0	29
<u>Leaves</u>	15.0	23
Sick Leave	15.1	
Parental Leave	15.2	
Child Rearing Leave	15.3	
Personal Necessity Leave	15.4, Appendix F	
Bereavement Leave	15.5, Appendix G	
Judicial Appearance Leave	15.6	
Industrial Accident and Illness Leave	15.7	
Military Leave	15.8	
Break in Service	15.9	
Family and Medical Leave	15.10	
General Leave	15.11	
Criteria for Unpaid Leaves	15.12	
<u>Medical Examination</u>	9.0 - 9.1	15
Physical Examination	9.2	
<u>Organizational Rights</u>	5.0	6
CSEA Rights	5.1	
Selection of Union Stewards	5.2 – 5.3	
Release Time	5.4	
Distribution of Contract	5.5	
<u>Organizational Security and Deductions</u>	3.0	3
Intent	3.1	
Requirements	3.2	
Religious Objections	3.3	
Dues and Service Fee Deductions	3.4	
Hold Harmless	3.5	
Resignation of Bargaining Unit Member	3.6	

SUBJECT	ARTICLE, SECTION NUMBER	PAGE
<u>Pay and Allowances</u>	7.0	11
Regular Rate of Pay and Salary	7.1	
Experience Credit	7.2	
Extra-Duty Pay	7.3	
Paychecks	7.4	
Frequency – Once Monthly	7.5	
Payroll Errors	7.6	
Special Payments	7.7	
Lost Checks.....	7.8	
Step Increase	7.9	
Meals.....	7.10	
Lodging.....	7.11	
Mileage.....	7.12	
Telephone	7.13	
Optimum Learning and Working Conditions	7.14	
<u>Personnel Files</u>	4.0	5
<u>Probation and Evaluation Procedures</u>	14.0	21
Principles of Evaluation.....	14.1, Appendix E	
Probation	14.3	
Procedures for Evaluation	14.4	
Informal Observation – Walkthrough	14.5	
<u>Recognition</u>	1.0	1
Acknowledgement	1.1	
Changes in Bargaining Unit	1.2	
<u>Safety</u>	12.0	17
Safety Equipment	12.5	
Replacing or Repairing Unit Members’ Property	12.7	
<u>Scribe’s Waiver</u>	23.0	
<u>Severability</u>	18.0	31
Savings Clause	18.1	31
Replacement for Severed Provisions	18.2	
<u>Support of Agreement</u>	19.0	31
<u>Terms and Conditions of Employment</u>	10.0, Appendix C	16
Work Year	10.1	

SUBJECT	ARTICLE, SECTION NUMBER	PAGE
Work Day	10.2	
Duty Free Lunch Period	10.3	
Staff Meetings	10.4	
Mandatory Staff Development	10.5	
Parent/Teacher Conferences	10.6	

APPENDICES

APPENDIX A	Grievance Forms	
	Level I	A-1
	Level II, III, IV	A-2
	Level V, VI, VII	A-3
APPENDIX B	Health & Welfare	
	2021-2022	B-1
	2022-2023	B-2
APPENDIX C	Preschool Teacher 184 Day Salary Schedule	C-1
	Preschool Teacher 220 Day Salary Schedule	C-2
	2021-2022 Preschool Teacher 184 Day Work Year Calendar.....	C-3
	2022-2023 Preschool Teacher 220 Day Work Year Calendar.....	C-4
APPENDIX D	Class Size Ratio	D
APPENDIX E	Certificated Evaluation	E
APPENDIX F	Personal Necessity Form	F
APPENDIX G	Bereavement Form	G
APPENDIX H	Verbal Warning Template	H

1

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM – GRIEVANT
LEVELS II, III, OR IV**

A “grievance” is a formal written allegation by the grievant that he/she has been adversely affected by a violation of the specific provisions of the Agreement. Attach copies of previous levels and responses.

Level:* _____ To: * _____ Date: _____

From: _____ Site: _____ Employee Rep: _____
Employee Name If Applicable

Date of the Informal Conference: _____

Date Written Grievance was Filed (Level II) or Filed (Level III): _____

Name of Administrator Issuing Proposed Resolution: _____

What was the Proposed Resolution? (For Levels III or IV, attach written response from previous level.)

Why was the Proposed Resolution not Acceptable:

Remedy being Sought:

Employee or CSEA Representative Signature and Date:

Distribution: Grievance File Employee Employee Representative Superintendent Employee Receipt

****Use this form for Levels II Immediate Supervisor, III Next Level of Supervision and IV Superintendent***

**LAKE ELSINORE UNIFIED SCHOOL DISTRICT
CLASSIFIED GRIEVANCE FORM – GRIEVANT**

Level: V To: Superintendent/Designee Date:

In accordance with Article 6.6, please request from the State Mediation and Conciliation Service a mediator to hear this matter. Copies of all previous levels and responses are attached.

Employee or CSEA Representative Signature and Date:

Level: VI To: Board of Trustees/Superintendent Date:

In accordance with Article 6.7, I am appealing the decision rendered regarding the attached grievance to the Board of Trustees. Copies of all previous levels and responses are attached.

Employee or CSEA Representative Signature and Date:

Level: VII To: Binding Arbitration/Superintendent Date:

In accordance with Article 6.8, I am requesting the attached grievance be submitted to binding arbitration.

Employee or CSEA Representative Signature and Date:

Distribution: Grievance File Employee Employee Representative Superintendent Employee Receipt

Plan Type (PPO or HMO)
Carrier (Anthem Blue Cross, Blue Shield, or Kaiser)

PPO Anthem	PPO Anthem	PPO Anthem	HMO Anthem	HMO Kaiser	PPO Anthem
---------------	---------------	---------------	---------------	---------------	---------------



District Name LAKE ELSINORE UNIFIED SCHOOL DISTRICT
Bargaining Unit CLASSIFIED

2021-2022	Anthem	Anthem	Anthem	Anthem	Kaiser	Anthem
	100-C \$20	90-G \$20	80-G \$20	Premier 20	Trad HMO \$30	Anchor Bronze (HSA Compatible)
MEDICAL - CALENDAR YEAR Deductibles & Maximums	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays
Individual/Family Deductibles	\$200/\$400	\$500/\$1,000	\$500/\$1,000	\$0/\$0	\$0	\$5,000/\$10,000*
Individual/Family Out-of-Pocket (OOP) Max (includes medical deductibles, co-insurance and co-pays)	\$1,000/\$3,000	\$1,000/\$3,000	\$2,000/\$4,000	\$1,500/\$3,000	\$1,500/\$3,000	\$6,350/\$12,700*

*Includes Rx

PROFESSIONAL SERVICES

Office Visit (OV) co-pay (\$0 Copay for 1st 3 cal yr Primary Care OV on Non-HSA PPO plans)	\$20	\$20	\$20	\$20	\$30	Deductible, then 30%
Urgent Care co-pay	\$20	\$20	\$20	\$20	\$30	30%
Specialists/Consultants co-pay	\$20	\$20	\$20	\$20	\$30	30%
Prenatal, postnatal office visit co-pay	\$20	\$20	\$20	\$20	\$0	30%
Scans: CT, CAT, MRI, PET etc.	0%	10%	20%	\$100/test	\$0	30%
Diagnostic X-ray & Laboratory Procedures	0%	10%	20%	\$0	\$0	30%
Infertility (diagnosis/treatment of causes of infertility subject to plan benefits)	Not covered	Not covered	Not covered	50%	Co-pay applies	Not covered
Preventive Care (includes physical exams & screenings)	0% Ded Waived	0% Ded Waived	0% Ded Waived	\$0	\$0	0% Ded Waived

HOSPITAL & SKILLED NURSING FACILITY SERVICES

Emergency Room visit (waived if admitted)	0% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	\$100	\$100	30% \$100 co-pay
Inpatient Hospital (preauthorization required) - limits may apply	0%	10%	20%	\$200/admit	\$0	30%
Outpatient Hospital	0%	10%	20%	\$100/admit	\$30	30%
Surgery, Outpatient (performed in Surgery Center)	0%	10%	20%	\$100	\$30	30%
Surgery, Outpatient (performed in a Hospital) - limits may apply	0%	10%	20%	\$100	\$30	30%

MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT

INPATIENT: Facility Based Care (preauth required)	0%	10%	20%	\$200	\$0	30%
OUTPATIENT: Facility Based Care (preauth required)	0%	10%	20%	\$0	\$30	30%



District Name LAKE ELSINORE UNIFIED SCHOOL DISTRICT
Bargaining Unit CLASSIFIED

2021-2022	Anthem	Anthem	Anthem	Anthem	Kaiser	Anthem
	100-C \$20	90-G \$20	80-G \$20	Premier 20	Trad HMO \$30	Anchor Bronze (HSA Compatible)

OTHER SERVICES

Acupuncture - Limits apply	0%	10%	20%	\$10/30 visits combined w/chiro	\$10/30 visits combined w/chiro	30%
Ambulance (Ground or Air)	0% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	\$100	\$50	30% \$100 co-pay
Chiropractic - Limits apply	0%	10%	20%	\$10/30 visits combined w/acu	\$10/30 visits combined w/acu	30%
Durable Medical Equipment (DME)	0%	10%	20%	20%	no charge	30%
Physical and Occupational Therapy - Limits apply	0%	10%	20%	\$20	\$30	30%
Hearing Aids	Amount in excess of \$700 allowance/24 months	10% and Amount in excess of \$700 allowance/24 months	20% and Amount in excess of \$700 allowance/24 months	50% Coinsurance 1 device per ear/36 months	amount in excess of \$500 allowance every 36 months	10% and Amount in excess of \$700 allowance/24 months

PHARMACY BENEFITS

Plan	200/15-50	200/15-50	200/15-50	200/15-50	Trad HMO \$30	Anchor Bronze Rx
Pharmacy Benefit Manager	Navitus	Navitus	Navitus	Navitus	Kaiser	Navitus
Individual/Family Brand & Specialty Rx Deductibles	\$200/\$500	\$200/\$500	\$200/\$500	\$200/\$500	none	Included w/ Medical ded
Individual/Family Rx Out-of-Pocket (OOP) Max (includes Rx deductibles and co-pays)	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	Included w/ Med OOP Max	Included w/ Med OOP Max
Generic co-pay/30 days supply	\$5 at Costco \$15 at Other Network	\$5 at Costco \$15 at Other Network	\$5 at Costco \$15 at Other Network	\$5 at Costco \$15 at Other Network	\$10 up to 100 day supply	Deductible, then \$0 at Costco or \$9 at Other Network
Brand co-pay/30 days supply	\$50	\$50.00	\$50.00	\$50.00	\$30 up to 100 day supply	Deductible, then \$35
Specialty co-pay/up to 30 days supply	\$50 Must Use Navitus Mail	\$50 Must Use Navitus Mail	\$50 Must Use Navitus Mail	\$50 Must Use Navitus Mail	\$30 up to 30 day supply	Deductible, then \$35 (Must Use Navitus Mail)
Mail Order (Generic-Brand co-pay/90 days supply)	\$15-\$135	\$15-\$135	\$15-\$135	\$15-\$135	\$10-\$30/up to 100 day supply	Deductible, then \$0-\$90
Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Kaiser Mail Order Pharmacy	Costco Mail Order Pharmacy

This sheet is only a brief summary of In-Network patient costs. Please refer to the plan documents available through your district for applicable details, limitations, and exclusions. Out-of-Network services may not be covered. Employee cost/payroll deduction, if applicable, can be requested from the district.

Plan Type (PPO or HMO)	PPO	PPO	PPO	HMO	HMO	PPO
Carrier (Anthem Blue Cross, Blue Shield, or Kaiser)	Anthem	Anthem	Anthem	Anthem	Kaiser	Anthem
 SISC Self-Insured Schools of California Schools Helping Schools	District Name LAKE ELSINORE UNIFIED SCHOOL DISTRICT					
	Bargaining Unit CLASSIFIED					

2022-2023	Anthem	Anthem	Anthem	Anthem	Kaiser	Anthem
	100-C \$20	90-G \$20	80-G \$20	Premier 20	Trad HMO \$30	Anchor Bronze (HSA Compatible)
MEDICAL - CALENDAR YEAR Deductibles & Maximums	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays
Individual/Family Deductibles	\$200/\$400	\$500/\$1,000	\$500/\$1,000	\$0/\$0	\$0	\$5,000/\$10,000*
Individual/Family Out-of-Pocket (OOP) Max (includes medical deductibles, co-insurance and co-pays)	\$1,000/\$3,000	\$1,000/\$3,000	\$2,000/\$4,000	\$1,500/\$3,000	\$1,500/\$3,000	\$6,350/\$12,700*

*Includes Rx

PROFESSIONAL SERVICES

Office Visit (OV) co-pay (\$0 Copay for 1st 3 cal yr Primary Care OV on Non-HSA PPO plans)	\$20	\$20	\$20	\$20	\$30	Deductible, then 30%
Urgent Care co-pay	\$20	\$20	\$20	\$20	\$30	30%
Specialists/Consultants co-pay	\$20	\$20	\$20	\$20	\$30	30%
Prenatal, postnatal office visit co-pay	\$20	\$20	\$20	\$20	\$0	30%
Scans: CT, CAT, MRI, PET etc.	0%	10%	20%	\$100/test	\$0	30%
Diagnostic X-ray & Laboratory Procedures	0%	10%	20%	\$0	\$0	30%
Infertility (Refer to Plan Document)	Not covered	Not covered	Not covered	50%	Co-pay applies	Not covered
Preventive Care (includes physical exams & screenings)	0% Ded Waived	0% Ded Waived	0% Ded Waived	\$0	\$0	0% Ded Waived

HOSPITAL & SKILLED NURSING FACILITY SERVICES

Emergency Room visit (copay waived if admitted)	0% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	\$100	\$100	30% \$100 co-pay
Inpatient Hospital (preauthorization required) - limits may apply	0%	10%	20%	\$200/admit	\$0	30%
Outpatient Hospital	0%	10%	20%	\$100/admit	\$30	30%
Surgery, Outpatient (performed in Surgery Center)	0%	10%	20%	\$100	\$30	30%
Surgery, Outpatient (performed in a Hospital) - limits may apply	0%	10%	20%	\$100	\$30	30%

MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT

INPATIENT: Facility Based Care (preauth required)	0%	10%	20%	\$200	\$0	30%
OUTPATIENT: Facility Based Care (preauth required)	0%	10%	20%	\$0	\$30	30%

OTHER SERVICES

Ambulance (Ground or Air)	0% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	\$100	\$50	30% \$100 co-pay
Acupuncture - Limits apply	0% Uses ASH Network	10% Uses ASH Network	20% Uses ASH Network	\$10/30 visits combined w/chiro	\$10/30 visits (through ASH) combined w/chiro	30% Uses ASH Network
Chiropractic - Limits apply	0% Uses ASH Network	10% Uses ASH Network	20% Uses ASH Network	\$10/30 visits combined w/acu	\$10/30 visits (through ASH) combined w/acu	30% Uses ASH Network
Durable Medical Equipment (DME)	0%	10%	20%	20%	no charge	30%
Physical and Occupational Therapy - Limits apply	0%	10%	20%	\$20	\$30	30%
Hearing Aids	Amount in excess of \$700	10% and Amount in excess	20% and Amount in excess	50% Coinsurance 1 device per	amount in excess of \$500 allowance	10% and Amount in excess

PHARMACY BENEFITS

Plan	200/10-35	200/10-35	200/10-35	200/10-35	Trad HMO \$30	Anchor Bronze Rx
Pharmacy Benefit Manager	Navitus	Navitus	Navitus	Navitus	Kaiser	Navitus
Individual/Family Brand & Specialty Rx Deductibles	\$200/\$500	\$200/\$500	\$200/\$500	\$200/\$500	none	Included w/ Medical ded
Individual/Family Rx Out-of-Pocket (OOP) Max (includes Rx deductibles and co-pays)	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	Included w/ Med OOP Max	Included w/ Med OOP Max
Generic co-pay/30 days supply	\$0 at Costco \$10 at Other	\$0 at Costco \$10 at Other	\$0 at Costco \$10 at Other	\$0 at Costco \$10 at Other	\$10 up to 100 day supply	Deductible, then \$0 at Costco
Brand co-pay/30 days supply	\$35	\$35.00	\$35.00	\$35.00	\$30 up to 100 day supply	Deductible, then \$35
Specialty co-pay/up to 30 days supply	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$30 up to 30 day supply	Deductible, then \$35
Mail Order (Generic-Brand co-pay/90 days supply)	\$0-\$90	\$0-\$90	\$0-\$90	\$0-\$90	\$10-\$30/up to 100 day supply	Deductible, then \$0-\$90
Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Kaiser Mail Order Pharmacy	Costco Mail Order Pharmacy

This sheet is only a brief summary of In-Network patient costs. Please refer to the plan documents available through your district for applicable details, limitations, and exclusions. Out-of-Network services may not be covered. Employee cost/payroll deduction, if applicable, can be requested from the district.

Pos Type 1
Salary Sched Id 101
Salary Sched Title HDST - PRESCHOOL (184, 8 HR) EFF 7/1/21
Last Updated 07/14/2021 08:16 AM
Salary Sched Effect Date 07/01/2021
Contract Days 184
Salary Sched Type Monthly

Row	STEP 1	STEP 2
1	2,733.18	2,767.34
2	2,841.36	2,876.88
3	2,955.82	2,992.77
4	3,075.29	3,113.73
5	3,198.57	3,238.55
6	3,323.10	3,364.64
7	3,458.93	3,502.17
8	3,596.03	3,640.98
9	3,739.43	3,786.17
10	3,890.34	3,938.97
11	4,045.06	4,095.62
12	4,207.33	4,259.92
13	4,207.33	4,259.92
14	4,207.33	4,259.92
15	4,207.33	4,259.92
16	4,375.62	4,430.32
17	4,375.62	4,430.32
18	4,375.62	4,430.32
19	4,375.62	4,430.32
20	4,550.64	4,607.52

Pos Type 1
Salary Sched Id 128
Salary Sched Title HDST - PRESCHOOL (220, 8 HR) EFF 7/1/21
Last Updated 07/15/2021 10:27 AM
Salary Sched Effect Date 07/01/2021
Contract Days 220
Salary Sched Type Monthly

Row	STEP 1	STEP 2
1	3,267.74	3,308.59
2	3,397.30	3,439.77
3	3,534.39	3,578.57
4	3,676.52	3,722.48
5	3,823.68	3,871.48
6	3,973.35	4,023.02
7	4,135.62	4,187.32
8	4,299.12	4,352.86
9	4,470.19	4,526.07
10	4,651.32	4,709.46
11	4,836.21	4,896.66
12	5,029.90	5,092.77
13	5,029.90	5,092.77
14	5,029.90	5,092.77
15	5,029.90	5,092.77
16	5,231.10	5,296.49
17	5,231.10	5,296.49
18	5,231.10	5,296.49
19	5,231.10	5,296.49
20	5,440.34	5,508.34

Title 22- California Code of Regulations, Community Care Licensing Standards

101216.3 TEACHER-CHILD RATIO 101216.3

- (a) There shall be a ratio of one teacher visually observing and supervising no more than 12 children in attendance, except as specified in (b) and (c) below.
- (b) The number of children in attendance shall not exceed licensed capacity.
- (c) Whenever children are engaged in activities away from the center, no teacher shall be in charge of a group of more than 12 children.

Title 5- Education, Chapter 19 Child Care and Development Programs

18292. Staffing Ratios for Child Care and Development Programs.

Contractors shall maintain at least the following ratios in all centers:

- (a) Infants (birth to 18 months old) 1:3 adult-child ratio, 1:18 teacher-child ratio.
- (b) Toddlers (18 months to 36 months old) 1:4 adult-child ratio, **1:16** teacher-child ratio
- (c) Preschool (36 months to enrollment in kindergarten) - 1:8 adult child ratio, 1:24 teacher child ratio
- (d) Children enrolled in kindergarten through 14 years old- 1:14 adult-child ration, **1:28** teacher-child ratio (Not applicable to the LESUD and CSEA Preschool Teacher Bargaining Agreement)
- (e) Compliance with these ratios shall be determined based on actual attendance.

Note: Authority cited: Section 8288, Education Code. Reference: Section 8288, Education Code

18292 Staffing Ratio Variance

Except as otherwise provided in this Division or Title 22 California Code of Regulations, Community care Licensing Standards the program may exceed teacher- child and adult child ratios prescribed by Section 18290 by fifteen percent (15%) for a period of time not to exceed one hundred twenty (120) minutes in any one day.

Note: Authority cited: Section 8188, Education Code. Reference: Section 8188. Education Code.

**CHILDREN AND FAMILIES SERVICES
CERTIFICATED EMPLOYEES
EVALUATION**

Name: _____

Site: _____

Evaluator(s): _____

Dates of Observation(s): _____

EVALUATION AREAS	EXEMPLARY	SATIS- FACTORY	AREA FOR GROWTH
1. Establishes and maintains a suitable learning environment. Evaluator's Comments:			
2. Demonstrates competency with professional responsibilities in instructional and non-instructional duties. Evaluators Comments: .			
3. Adherence to Federal or State program regulations, School and District policies. Evaluator's Comments:			
4. Applies varied teaching strategies appropriately. (Lecture, Inquiry, Demonstration, Group Discussion, Modeling, Role Playing, Independent, etc.). Evaluator's Comments:			
5. Effective in dealing with parents and classroom volunteers. Evaluator's Comments:.			
6. Effective in dealing with and directing paid instructional aides. Evaluator's Comments			
7. Ability to observe, assess, and develop individual educational plans for pupils. Evaluator's Comments: .			
8. Demonstrates competency in understanding the physical, mental and social needs of preschool pupils. Evaluator's Comments:			
9. Ability to complete required reports with neatness, accuracy and promptness. Evaluators Comments:			

Evaluator's General Comments: _____

Evaluator's Signature: _____

Date: _____

*An Evaluation Summary Form will be completed if the certificated employee ranked in any area in the "Unsatisfactory" column.

Employee comments: (additional written reactions will be accepted and attached to this Evaluation Form if submitted to the evaluator within ten (10) working days from the date of the evaluations).

This report has been discussed with me in conference by the evaluator. Signature does not constitute agreement, but indicates that the report has been read.

Employee's Signature: _____

Date: _____



LAKE ELSINORE UNIFIED SCHOOL DISTRICT
PERSONNEL SUPPORT SERVICES
 545 Chaney Street, Lake Elsinore, CA 92530
 (951) 253-7035 • FAX: (951) 245-5252

CERTIFICATED PRESCHOOL TEACHER
ARTICLE 15
REQUEST FOR ABSENCE DUE TO PERSONAL NECESSITY

NAME: _____ Date(s) of Absence: _____

Certificated: Total Hours Absent: _____ (7 days per year)

I request personal necessity leave in advance as required by Board Policy. The reason for my absence is due to:
(Circle one letter below)

- A. Death of a member of employee's immediate family when leave is required beyond that provided by bereavement leave as stated in Education Code (advance permission shall not be required).
- B. Accident involving employee's property or the person or property of any other member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the employee cannot reasonably be expected to disregard and require the attention of the employee during his assigned hours of service (advance permission shall not be required).
- C. Appearance in court or before any administrative tribunal as a litigant, party or witness under subpoena or any order made with jurisdiction. The employee must return to work in cases where it is not necessary for him to be absent the entire day. Each date of necessary attendance under such order, other than the date specified in the subpoena, shall be certified to by the clerk or other authorized officer of a court or other official of a body with jurisdiction. In any case in which a witness fee is payable, such fee shall be collected by the employee and remitted to the District.
- D. Illness of a member of the employee's immediate family (as defined), serious in nature, which under circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his assigned hours of service (advance permission shall not be required).
- E. The birth of a child making it necessary for an employee who is the father of the child to be absent from his position during his assigned hours of service.
- F. Imminent danger to the home of an employee, occasioned by a factor such as flood or fire, serious in nature, which, under the circumstances, the employee cannot reasonably be expected to disregard and which requires the attention of the employee during his assigned hours of service.
- G. When the employee is unable to get to work as a result of an emergency which creates a hazardous driving condition between the employee's home and place of work.
- H. Personal Business – Three (3) days of Personal Necessity leave per fiscal year may be classified as Personal Business and not require any explanation as to how it will be used. The unit member shall give the District twenty-four (24) hours advance notice when possible to use such leave.

Personal Necessity Leave is not authorized for business related to an auxiliary income, extension of a holiday or vacation or for any other unlawful purpose.

I certify this request meets the requirements for use of earned days of absence within the limits defined by Board Policy and Administrative Regulations.

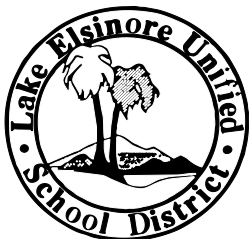
Employee Signature _____

Date _____

Supervisor's Signature _____

Date _____

NOTE TO EMPLOYEE: Submit your request as far in advance as possible but no later than 24 hours in advance of your absence. Employee signature on this form following emergency personal necessity leave authorized under Board Policy 4161. Sections 1A, 1B, 1D, 1F or 1G certifies the fulfillment of Policy requirements for all use of personal necessity leave. **In addition to filing this request, all employees are required to call in their absence.**



LAKE ELSINORE UNIFIED SCHOOL DISTRICT
PERSONNEL SUPPORT SERVICES
 545 Chaney Street, Lake Elsinore, CA 92530
 (951)253-7035 • FAX: (951) 245-5252

REQUEST FOR ABSENCE DUE TO BEREAVEMENT LEAVE (PRESCHOOL TEACHERS)

Employee Name: _____

Date(s) of Absence: 1) _____
 2) _____
 3) _____
 4) _____
 5) _____

Bereavement Relationship:** _____

****CSEA Preschool Teacher Contract Article 15.5 – Bereavement**

Bargaining unit members shall be granted a leave with full pay in the event of the death of any member of the bargaining unit member's immediate family. The leave shall be for a period of five (5) days in the event of death for any of the following immediate family members: husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, son-in-law, daughter-in-law, grandchild, foster parent, stepparent, stepson, stepdaughter, foster son, foster daughter, brother-in-law, sister-in-law, or any person living in the immediate household of the bargaining unit member. The leave shall be for three (3) days in the event of death for any of the following family members: aunts, uncles, nieces, nephews, and first cousins. No deduction shall be made from the salary of bargaining unit members taking Bereavement Leave nor shall such leave be deducted from other leave granted by this article. Unit members shall complete a form stating the family relationship.

I certify that this request meets the requirements for use of Bereavement Leave as defined by Article 15.5 of the Collective Bargaining Agreement between the District and Lake Elsinore CSEA Preschool Teachers unit.

Employee Signature

Date

School/Work Site



LAKE ELSINORE UNIFIED SCHOOL DISTRICT

To: Unit Member
From: Administrator
Date:
Re: Verbal Warning

Brief Description of Violation:

Remedy:

Employee

Date

Administrator

Date

(Your signature on the line provided does not constitute an endorsement. The signature only signifies that a conference was held and a copy of this document was provided to the employee. This document shall be consistent with Article 16.2.1)