SAN LEANDRO UNIFIED SCHOOL DISTRICT

San Leandro, California

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION

OF THE

SAN LEANDRO UNIFIED SCHOOL DISTRICT

AND THE

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

SAN LEANDRO LOCAL CHAPTER #94

July 1, 2024 – June 30, 2027

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This is an agreement, effective July 1, 2024 between the San Leandro Unified School District (hereinafter referred to as the "District") and the California School Employees' Association (CSEA) Local San Leandro Chapter #94 (hereinafter referred to as the "Association" or the "Bargaining Unit.")

ARTICLE 1: RECOGNITION

The District confirms its recognition of San Leandro Chapter #94 of the California School Employees' Association (CSEA) to represent the Office-Technical, Para-Educator and Food Service Unit in the San Leandro Unified School District and shall cover positions listed in the Educational Employment Relations Board Consent Election Agreement dated April 28, 1977 as amended.

CSEA local Chapter #94 and the District agree that the terms of this contract shall remain in full force and effect during the term of the contract and until a new agreement is negotiated with the exclusive Bargaining Unit.

From the effective date of this Agreement, personnel hired under the Comprehensive Employees Training Act (CETA) shall not be considered members of this Bargaining Unit unless the specific job title under which they are hired was included in Appendix A of the EERB Consent Election Agreement of April 28, 1977.

ARTICLE 2: ORGANIZATIONAL SECURITY

2.1 The Association shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the Bargaining Unit by the District. The District shall, upon appropriate revocable written authorization from any employee, deduct and make appropriate remittance for membership dues and initiation fees.

2.2 The District shall deduct in accordance with the Association dues and service fee schedule dues from the wages of all employees who are or become members of the Association on or after the date of the execution of this Agreement, and all necessary health and dental payments of members who have submitted revocable authorization forms to the District.

2.3 The District will automatically make any necessary changes in health or dental premiums due to rate adjustments by the carrier and, if necessary, make the necessary adjustment to the member's salary warrant.

2.4 All unit members are required to join CSEA within 30 days of employment and maintain that membership or tender required fiscal support for CSEA. In the event that the unit member does not maintain his/her membership or tender fiscal support, the District shall at the request of the Association begin automatic service fee deductions from the unit member's wages for the duration of the agreement. Any unit member who belongs to a recognized religious sect which does not permit payment of a representative fee to any employee organization, will have such amount deducted and contributed to the San Leandro Unified School District Dad's Club Welfare Fund, United Way, or The American Cancer Society at the employee's discretion.

2.5 CSEA and its local San Leandro Chapter #94 shall indemnify and hold the District harmless from any and all claims, demands, suits, damages, or any other action arising from the organizational security provisions contained herein.

ARTICLE 3: BARGAINING UNIT RIGHTS

3.1 All Association business discussions and activities will be conducted by unit members outside established work hours as defined in Article 4 herein, and will be conducted in places other than district property, except when: (a) an authorized Association representative obtains advance permission from the Superintendent or his designee regarding the specific time, place and type of activity to be conducted; (b) the Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members and will not directly or indirectly interfere with the right of unit members to refrain from listening or speaking with an Association representative; and (c) the Association shall have the right to make use of school buildings and facilities as provided by the Education Code and in accordance with District procedures.

3.2 The Association may use the school mailboxes and bulletin board spaces designated by the Superintendent subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting and removal or distribution and the identification of the organization together with a designated authorization by the Association president; (b) a copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution.

3.3 The District will provide the Bargaining Unit with one (1) copy of Board agendas and minutes which will be sent at the same time they are released to the Board members.

3.4 Distribution of contract: The District will within 30 days after the execution of this contract; post the contract on the District's website. In addition each new hire shall be given a hard copy of the contract.

3.5 The Association may review the non-confidential portions of an employee's personnel file when accompanied by that employee or on presentation to the District of a written authorization signed by the employee, provided that the request is made at a time when the employee is not actually required to render services to the District.

3.6 The Association may have two employees released from work to attend the CSEA Annual Conference as delegates during late July or early August.

ARTICLE 4: WORK SCHEDULES

4.1 The normal work week for all Bargaining Unit Members shall be based on 37 1/2 hours (7 1/2 hours per day).

The unit members daily schedule will be determined by the supervisor in charge.

The length of the work day shall be designated by the district for each classified assignment upon initial employment with the district. Each bargaining unit employee shall be assigned a fixed, regular, and ascertainable number of hours.

4.2 Each unit member will work the annual calendar to which he/she is assigned. In the case of Para-Educator, they shall receive reasonable advance notice of their assignment for the year.

Other unit members will be advised of their assigned annual calendar, when possible, at least one week in advance of the starting date.

The 180 day calendar shall increase by one day to 181 days commencing with the 2023-2024 school year. The additional day shall be used as a professional development day.
There shall be no reduction in assigned time for the length of this agreement except in accordance with the Education Code.

4.3 Employees whose assigned time is at least three and three-quarters (3.75) hours shall be entitled to a ten-minute rest period. Employees who are assigned five hours or more shall be entitled to a ten-minute rest period during the first part of the shift and a ten-minute rest period during the last part of the shift as designated by the supervisor.

4.4 All overtime performed by unit members must be approved by the District and shall be paid at the rate of time and one-half of the unit member's regular hourly salary or offset with compensatory time off. When compensatory time off is to be taken it shall be determined by the District after consultation with the unit member and must be taken within twelve (12) months from the date of the overtime worked. In the event that the compensatory time off is not taken within the twelve (12) month period, the unit member shall be paid at the rate of time and one-half.

Compensatory time shall be calculated at the same rate as overtime pay. (For each hour of authorized overtime worked, an employee is entitled to one and one half (1 and 1/2) hour of compensatory time off). Employees who wish to use compensatory time shall request the use of this time to their supervisor in writing at least one week in advance of the date of the request of the time off. Compensatory time may be taken in half hour increments.

Overtime is defined to include any time required to be worked in excess of the full-time assignment in any one day (7.5 hours) and in excess of the full-time work week hours in any calendar week (37.5 hours). For the purpose of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensating time off, or other paid leave of absence shall be considered as time worked by the unit member.

For those unit members who are required to work on the sixth or seventh day following the commencement of the work week, each shall be paid at a rate equal to time and one half the regular rate pay of the unit member designated and authorized to perform the work.

A unit member required to work on a holiday listed in this agreement shall be compensated at the rate of one and one-half (1 & 1/2) times the regular rate of pay in addition to the regular rate of pay.

Assignment of overtime hours or extra hours shall be made as follows:

1. Overtime or extra hours shall be offered to CSEA employees by classification at their site by rotating seniority;
2. Overtime or extra hours shall be offered to CSEA employees by classification at other sites by rotating seniority;
3. If overtime or extra hours are not accepted by any employee in that classification, than it shall be offered to CSEA employees at the site by rotating seniority;
4. If overtime or extra hours are not accepted by any employee in that classification or at the site, then it shall be offered to CSEA employees district wide by rotating seniority;
5. Each site shall create a list of CSEA employees who are interested in working overtime or extra hours prior to the offering of any overtime or extra hours. This list shall be recreated each school year prior to the offering of overtime or extra hours;
6. CSEA employees who want to be on an overtime/extra hours list for work outside of their current job classifications (or for classifications in which they hold seniority) must be able to competently perform the duties of the overtime/extra hours assignment.

4.5 All full-time unit members shall be entitled to an unpaid duty-free lunch period of not longer than one (1) hour nor less than one-half (1/2) hour which shall normally be scheduled at or near the mid-point of each work shift.

Part time employees assigned no more than six (6) hours may, at their election, be scheduled for a lunch break. The employee shall annually indicate his/her preference to the designated supervisor. However, if this would result in an employee having a period of paid time without student responsibilities, a lunch period (as provided in the above paragraph), may be scheduled by the supervisor.

4.6 Any full-time bargaining unit member called back to work after completion of his/her regular assignment and after having left the work site or, required to work on a Saturday, Sunday or holiday, shall be compensated for at least two (2) hours of work at the overtime rate irrespective of the actual time required to render service.

4.7 A Unit employee may be required to perform duties inconsistent with those assigned to the position for a period of more than five (5) working days within a fifteen calendar day period provided that his/her salary is adjusted upward for the entire period he/she is required to work out of classification and at such amounts as will reasonably reflect the duties required to be performed outside his normal assigned duties.

4.8 A unit member who works a minimum of thirty (30) minutes per day in excess of his/her part-time assignment for a period of twenty (20) consecutive working days or more, shall have his/her basic assignment changed to reflect the longer hours in order to acquire sick leave, vacation leave, and all other leaves and benefits conferred by law.

4.9 All employees in the bargaining unit who work:

a. in the same job classification

b. in one assignment totaling six or more work hours per day, and

c. at one site whose regularly assigned shift contains a period of unpaid time totaling two or more hours exclusive of lunch, break or dinner, shall be paid a shift differential premium of 5% above the regular rate of pay for all hours worked after the unpaid time.

4.10 In compliance with the provisions of Education Code Section 45102, and in order to address the District's staffing needs, while protecting the priority employment rights of CSEA's unit members:

1. Summer work shall be offered to bargaining unit members working less than twelve (12) months in the following order of preference:

2. Summer work shall first be offered to unit members that worked in the classification(or similar classification) during the regular school year at the pay applicable to that classification. For purposes of summer work selection ,Adminstrative Assistants, Office Assistants , Office Technicians and Parent Facilitators shall be considered "similar"with respect to positions requiring clerical skills.

3. In the event that more unit members apply than the number of positions available , the summer work shall be awarded according to seniority.

4. If no bargaining unit members apply for a position, the District may then post to the outside.

ARTICLE 5: SALARIES AND FRINGE BENEFITS

5.1 For the 2025-2026 and 2026-2027 school years either party may reopen the salary and fringe benefit article plus two additional articles in accordance with the provisions of Article 21.

(1) The Association reserves the right to direct in a timely manner the allocation of any compensation that results from the forgoing terms.

(2) Retroactive to July 1, 2024, a five percent (5%) salary increase shall be applied to the CSEA salary schedule.

(3) All stipend increases shall be retroactive to July 1, 2024.

5.2 The fringe benefit amount shall be $5,755.68 for full time twelve (12) month employees. This amount is to be prorated for unit members who work less than full time (12 months) in the same proration as the regular work hours per day, days per week, weeks per month or months per year. CSEA employees working thirty (30) hours or more per week shall be required to participate in one of the district's dental plans.

5.3 When a classified employee of the District is promoted to a position in a higher classification, the employee will be placed on the salary step which is equivalent to at least one (1) full step beyond the employee placement in the former position but not beyond the highest step. The employee's new anniversary date shall be established as of the first of the month following the date of promotion, unless the date of the promotion falls on the first of the month. (Salary step placement language for promotions can be found in sections 5.3, 9.3.1 and 9.6.)

5.3.1 For approved step increases which are Anniversary date driven, including Anniversary and longevity, a classified employee must be sent a status change form within 15 working days of the Anniversary.

For mass changes to the salary schedule, a status change form will be sent to all classified employees within 20 working days of the County approved, ratified salary schedule.

For any other salary or status change, a status change form will be sent to the employee within 15 working days of the approval by Personnel Services.

5.4 The District shall pay health insurance premiums for retired unit members as follows:

5.41 Individuals who were part of the CSEA unit and were receiving health benefits paid by the District as retirees shall continue to receive the health plan in which currently enrolled on the date of this agreement. The maximum amount of the District contribution shall be the amount paid by the District for the retired individual on July 1, 1984.

Persons receiving retiree health benefits on July 1, 1984, will receive the supplemental health plan when qualified for MediCare, or at age 65, whichever comes sooner. Dental insurance is not included in this provision. Benefits under this provision shall be integrated with MediCare or other medical benefits but the District shall pay no part of the cost of MediCare.

5.42 For unit members retiring after July 1, 1984, the following conditions will apply:

A. To qualify for retiree health benefits, the unit member must be 58 years of age and have had ten (10) years of consecutive service with the district.

B. For the member qualified in Section 5.42A, the District will pay health plan premiums until the member qualifies for another health plan including but not limited to, military, government, or MediCare or until the member reaches age 65, at which time the District contribution will terminate.

C. For any unit member retiring after July 1, 1988 and before June 30, 2001, the District's contribution is limited to the actual cost of the health plan in effect for retirees or $900 per year prorated per full-time equivalent (FTE) whichever is lower.

D. For any unit member retiring after July 1, 2001, the District's contribution is limited to the actual cost of the health plan in effect for retirees or $1,200 per year prorated per full-time equivalent (FTE) whichever is lower.

E. Qualified retirees may subscribe to the District supplemental health plan after age 65 at their own expense and with the approval of the health plan carrier.

F. Benefits under this provision shall be integrated with MediCare, or other medical benefits, but the District shall pay no part of the cost of MediCare.

G. Dental insurance is not included in this provision.

H. Effective July l, 1988, new retirees who qualify in Section 5.42A shall be eligible to continue the benefits set forth in Section 5.42C for one additional year beyond age 65 for each 5 years of consecutive service with the district beyond the minimum 10 years of consecutive service with the district needed to qualify for retirement.

5.43 For unit members hired after July 1, 1996, the provisions of this article shall not apply. Coverage under this article is determined by the contractual language in effect at the time of retirement.

5.5 Bargaining unit members will be advised annually of their accumulated sick leave.

5.6 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected and a supplemental written check issued within five (5) workdays.

5.7 Implement a Section 125 Plan at no cost to the District. The plan may be used for a broad range of purposes including qualified medical expenses, medical premium payments, and dependent care all as authorized by law and subject to plan limitations.

5.8 Professional Growth Program (Amended 12/01)

5.81 Purpose:

Professional growth is the continuous, purposeful engagement in study and related activities designed to enhance the high skill level of classified employees. Professional growth consists of organized courses, programs and/or activities designed to improve the performance of classified employees and/or to provide training for employees to gain new skills and/or abilities related to their present position or to expand their opportunities to advance in the areas of current or anticipated needs within the District.

5.82 Eligibility:

5.821 All regular employees are eligible to enter the professional growth program after three (3) full years of service in the District.

5.822 If employees terminated for reductions in force are subsequently reemployed within thirty-nine (39) calendar months, they are entitled to all previously earned professional growth awards.

5.823 Employees laid off shall not be eligible to participate in the program until and unless they return to regular employment.

5.824 Employees will not be eligible for credit if the professional growth is taken,

(1) at the request of their administrative immediate supervisor to improve skills as a result of a questionable or unsatisfactory

evaluation, (2) while on paid time, and/or (3) when the District pays for the course, program and/or activity, whether on work time or on non work time

5.83 General Rules and Regulations:

5.831 Ten (10) approved and successfully completed semester units are required for each professional growth increment. No more than ten (10) units shall be allowed for credit during any one year, and no more than forty (40) units may be accumulated for the professional growth program.

5.831.1 Credit for professional growth increments will be granted for satisfactory achievement, a grade of "C" or better, or in the case of a Pass/Fail course, a grade of "Pass".

5.832 Quarter units will be prorated to semester units.

5.833 Workshops, seminars, and other professional growth activities will be granted credit based on one (1) semester unit for each fifteen (15) hours of attendance.

5.834 Courses for professional growth credit may not be repeated for credit unless approved in advance by the District.

5.834.1 Approval of courses for professional growth credit must be obtained in advance from the Assistant Superintendent of Administrative Services or designee on a form provided by the Personnel Services Office.

5.834.2 Salary credit must be completed and transcripts or grade reports forwarded to the Personnel Services Office by June 30th of each year. Increments shall become effective July 1st of each year. Courses completed from July 1st through August 31st will be credited September 1st. Employees must be on paid status to receive any portion of the payment and such payments shall cease when employment is terminated for any reason.

5.84 Criteria For Awards:

5.841 Professional growth credits may be earned through participation in any of the following categories of activity:

5.841.1 University and community college courses

5.841.2 Adult School courses (15 hours equal one unit).

5.841.3 Trade schools (including business colleges).

5.841.4 Job-related workshops, institutes, seminars, and conferences(15 hours equal one unit).

5.842 It is anticipated that course work shall be related to improvement of job performance in the position occupied by the employee or to meet the requirements of a current or anticipated position within the District to which the employee reasonably aspires.

5.85 Approval Procedure:

5.851 Approval of course work will be done by the Assistant Superintendent for Administrative Services or designee. If a course is denied for professional growth credit, the employee may appeal to the Review Committee. This appeal must be made within fifteen calendar days from receiving notice of the denial

5.852 The Review Committee shall consist of two regular employees from the bargaining unit chosen thereby and two administrators appointed by the Superintendent.

5.853 The employee appealing the process may make an oral or written presentation to the committee; the Assistant Superintendent for Administrative Services shall have the same opportunity.

5.854 The Review Committee may review the course in question and make by consensus or majority vote a final decision as to whether or not the course is to be accepted for credit

5.86 Professional Growth Allowance and Payment:

5.861.1 Bargaining Unit Member who have successfully completed four (4) years in the District will be eligible for a professional growth allowance of $100 annually per unit with a maximum of ten (10) units in any one year, and 40 units total.

5.861.2 In determining the number of units qualifying for payment in a particular year, as with all other qualifying units, shall be multiplied times the bargaining unit member's full-time equivalent status. For example, if 4 units are earned and the bargaining unit member works .5 FTE, 2 units shall qualify for payment in that year. In a second year, if the same bargaining unit member becomes full-time (1.0 FTE) and acquires 4 additional units, the number of units qualifying for PGI is 8 (this includes the prior year's units and all units multiplied by the then current 1.0 FTE status).

5.9 Bilingual Stipend

A bilingual stipend equivalent to 5% of the unit members' step and column placement shall be paid to District-approved bargaining unit members directed by their supervisor to regularly facilitate or communicate in a second language. The bilingual stipend shall only be approved for those unit members who regularly facilitate or communicate in a second language and who have passed the District-administered bilingual examination. The list of designees for bilingual duties shall be adopted by the District annually.

The District and CSEA agree to the following:

1. Administrators will submit requests for bilingual stipends (monthly or hourly differential) on the Translation Stipend Request Form annually no later than June 1st of the prior school year.
2. No later than June 30 of the prior school year the District shall: review these requests; schedule and administer bilingual testing to determine if candidates are qualified to perform translation services; and approve or deny submitted requests.
3. The District shall provide this opportunity annually. Candidates who do not pass the qualifying exam may retake the exam the following year if they continue to be recommended by the sites/departments.
4. Candidates who pass one part of the exam (oral or written) may provide bilingual assistance in the area that they passed with agreement from the site administrator, and shall be eligible for the stipend. They may retake the test in the area they did not pass when the district provides another testing opportunity.
5. Candidates who are approved for the stipend (or differential pay rate) shall receive the greater of either the translator hourly pay rate or a 5% differential increase in their hourly rate or monthly pay effective with the first paycheck of the new fiscal year (after July 1).
6. Administrators may submit requests for additional bilingual stipends for first year CSEA employees and CSEA employees who have transferred sites during the summer on the Translation Stipend Request Form any time prior to October 1. For qualified submissions, the stipend shall be reflected on the next month's paycheck.

5.10 Sequestered Paychecks for Non-working Months

Bargaining unit members who work less than 12 months shall have the ability to defer a portion of their pay to cover non-working months. The District's payroll department shall adopt a procedure to sequester employee compensation to cover the non-working months. Any requests for deferred payroll must be submitted to the Business Office no later than June 30th in order to begin withholdings for the next school year. Newly hired employees shall be given the option for withholding in their new-hire paperwork.

5.11 Tuberculosis Screening

Screening for tuberculosis will be required every four (4) years or as prescribed by applicable law. Skin tests are available through the County Health Department and from certain health plans. The District will provide an annual opportunity for tuberculin screening at no cost to the employee. The District will provide x-ray examinations at District expense under the following conditions:

When this service is not provided by the unit member's health plan.
When the unit member has had a positive tuberculosis skin test

ARTICLE 6: HOLIDAYS

6.1 All Bargaining Unit members shall be entitled to the following holidays provided that they were in paid status in their normal assignment on the last regularly scheduled work day immediately prior to the holiday or the work day immediately after the holiday:

Independence Day

Labor Day

Admission Day (or day designated by the Board of Education in lieu thereof during the school year)

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Martin Luther King, Jr. Day

Lincoln's Birthday Holiday

Washington's Birthday Holiday

Spring Recess Holiday

Memorial Day

Juneteenth

Full time (12 month 260 day employees) affected by Leap Year will be given, during a leap year, an additional day off to be scheduled individually by mutual agreement between the employee and his/her supervisor.

6.2 The Association and District will meet and discuss, upon the request of either party, the holidays for the coming school year prior to distributing the employee calendar.

ARTICLE 7: VACATION

After each year during the first two (2) years with the District, an employee will be entitled to 5/6 of a working day of vacation for each full month worked.

After two (2) continuous years with the District, an employee will be entitled to 1 day of vacation for each full month worked.

After four (4) continuous years with the District, an employee will be entitled to 1 and 1/4 days of vacation per full month worked.

After ten (10) continuous years with the District, an employee will be entitled to 1 and 2/3 days of vacation per full month worked.

After twenty (20) continuous years with the District, an employee will be entitled to 1 and 5/6 days of vacation per full month worked.

This shall be interpreted to mean that during the fifth year, the employee will commence earning vacation at the rate of 1 and 1/4 days per month, during the tenth year, at the rate of 1 and 2/3 days per month and during the twentieth year, at the rate of 1 and 5/6 days per month.

New unit members starting on other than the first working day of the month will begin earning vacation on the first day of the following month. For them, earned vacation shall not become a vested right until completion of six (6) months of employment.

Vacation entitlement for employees working less than a twelve (12) month year shall be calculated as a ratio proportionate to the full twelve (12) month working year.

Vacation schedules shall have prior approval of the immediate supervisor. The fiscal year (July 1 to June 30) has no relationship to vacations.

The district shall participate in the Classified School Employee Summer Assistance Program (CSESAP) in any year that the program exists and is funded by the state.

In any year CSESAP is an option for qualifying CSEA members, employees who work assignments of less than (12) months, all unused vacation will be paid out monthly.

If the CSESAP program is discontinued by the state, for less than (12) month employees**,** all annual vacation unused at the end of the current school year will be paid in a single check in June.

The maximum accruable vacation for (12) month employees shall be two years including the year in which the vacation is earned. Any vacation accrued beyond this amount shall be converted to its current value and paid in a single check in July.

Should a member terminate from employment with the District, the unit member shall be entitled to be paid for all vested vacation pay earned and accumulated up to and including the date of termination.

ARTICLE 8: LEAVES OF ABSENCE

8.1 Any permanent Bargaining Unit member with justifiable reason may, upon request, be granted a leave of absence by the Board. No leave of absence may be extended beyond the close of the current school year except by renewal by the Board. A unit member who has been on leave for more than one (1) year will not be eligible for a renewal, except as otherwise indicated in this section or approved by the Superintendent. The member's salary is computed upon a per diem basis when adjustments are necessary.

Unless otherwise specified by the District, all unit members on leave must notify the District by March 1 as to whether he/she will return to employment for the following year. The District shall notify all unit members on leave of absence by February 1 regarding the March 1 notice deadline. Such notice will be binding on the District and the Bargaining Unit Member, and failure to subsequently fulfill the commitment on March 1 will be considered a voluntary resignation unless unusual circumstances warrant reconsideration by the Board of Education.

8.2.1 Sick Leave

Sick leave of one (1) day per month effective on the last day of each month cumulative to ten (10), eleven (11), or twelve (12) days a year depending on the service year of the unit member shall be allowed. Such sick leave is accumulative indefinitely.

In case of absences of more than five (5) days and upon request by the District, a certificate of i llness or injury must be presented to the Superintendent's Office, signed by a regularly licensed p hysician by whom the unit member has been treated for illness or injury. Medical verification f or other absences may be requested in advance by the District under circumstances which r easonably justify such request.

8.2.2 Use of Sick Leave During Pregnancy

Disability relating to pregnancy while a unit member is rendering paid service to the District shall be treated as an illness when certified by the unit member and her doctor that she is physically disabled from performing her assigned duties. In case of absences of more than five (5) days and upon request by the District, a certificate of illness or injury must be presented to the Superintendent's Office, signed by a regularly licensed physician by whom the unit member has been treated for illness or injury. Medical verification for other absences may be requested in advance by the District under circumstances which reasonably justify such request.

8.2.3 Extended Illness or Injury Leave (Ed. Code § 45196 “Entitlement to other sick leave”)

When an employee is absent from his/her duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill his/her position during his/her absence.

8.3 Industrial Illness or Accident Leave (Ed. Code § 45192)

A unit member who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under State Worker's Compensation Law, shall be granted an occupational leave for each such accident. The number of days in a fiscal year for any one such leave or the total number of days in one school year for more than one such leave shall not be less than sixty (60) days. Only absences that are supported by a doctor's certificate and are the result of work-connected injury or illness can be paid under the occupational leave policy.

During the period an employee is receiving his/her regular salary from the District, he/she is required to assign to the District all temporary disability payments received from the District's Worker Compensation Administrator. Charges to the unit member's industrial illness or accident leave balance shall be reduced only by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the District.

Personal illness leave, earned vacation leave, and compensatory time, if any, shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits. When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his position, he/she shall, if not placed in another position, be placed on a re-employment list for a period of thirty-nine (39) months . He/she may be placed on unpaid leave of absence at which time he/she shall be granted paid health insurance benefits in the same manner as though he/she were an active regular employee of the District for this thirty-nine (39) month period.

When available, during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case he/she shall be listed in accordance with appropriate seniority regulations.

An employee while receiving occupational leave benefits must remain in the State of California unless the Board of Education or designee authorizes travel outside the State.

8.4 Bereavement Leave

No deduction in salary or sick leave entitlement will be made for absence due to death in the immediate family. The term "immediate family" includes the following persons: mother, father, grandmother, grandfather or grandchild of the member of the Bargaining unit or spouse/Registered Domestic Partner of the member of the Bargaining Unit, and the spouse/Registered Domestic Partner, son, son-in-law, daughter, daughter-in-law, stepchild, stepparent, brother or sister, brother-in-law, sister-in-law of the member of the Bargaining Unit, or any relative living in the immediate household of the member of the Bargaining Unit. Not more than three (3) days of absence, or five (5) days, if travel over 200 miles is necessary, shall be allowed under this section (200 miles one way, 400 miles round trip). Up to an additional five (5) days leave shall be granted in the event of the death of a spouse or child or stepchild. All leave provided in this Section is to be taken in minimum full day increments within thirteen months of death.

8.5 Military Leave

Unit members requiring a leave for military service shall submit a request to the Superintendent for Board approval. Such leave shall expire after ninety (90) days from date of service discharge. He/she shall have an absolute right to be restored to his/her former office or position and status formerly held by him/her upon the termination of such military duty in a manner consistent with SLUSD Board Policy 4361.5.

A unit member with more than one year's service in the District shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence, but not in excess of thirty (30) days in any one fiscal year.

8.6 Jury Duty

When a unit member is required to be absent to serve on jury duty, the unit member shall receive his/her regular salary. All jury duty fees (excluding reimbursement for meals, mileage, or parking) shall be endorsed and returned to the District.

8.7 Personal Necessity Leave

A unit member of the District may use his/her accumulated sick leave in cases of personal necessity. Use of sick leave under this article is limited to ten (10) days in any school year.

Unit members may use up to four (4) of the above ten days of personal necessity leave without disclosing the purpose of the leave. However, such leave requires advanced notification, must comply with the general purpose of personal necessity leave, and no more than five (5) percent of the unit or ten (10) percent from any one site may use such leave on the same day.

A personal necessity is defined as an activity which is serious in nature, cannot be reasonably disregarded, can only be performed during the normal school day, and cannot be performed before or after school hours.

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the unit member's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions;
2. Accident involving unit members person or property or the person or property of a member of the employee’s immediate family;
3. Serious illness of a member of the classified employee’s immediate family;
4. A classified employee’s appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order;
5. Fire, flood or other immediate danger to the home of the employee;
6. Personal business of a serious nature, which the employee cannot disregard.

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, no such leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters, which can be taken care of outside of working hours.

A unit member shall request such a leave in writing at least three (3) days in advance, when possible. Upon return, a unit member may be required to submit additional proof to substantiate the personal necessity.

Advance permission shall not be required of any employee in cases involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of his/her immediate family, or the serious illness of a member of his/her immediate family. However, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable. After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to his/her immediate supervisor.

8.8 Catastrophic Illness or Injury Leave

The purpose of the catastrophic leave bank is to provide paid leave to bargaining unit members who have experienced a catastrophic illness or injury, or have had a qualified family member experience a catastrophic illness or injury that requires the member to be absent from work. The catastrophic leave bank shall only be available to participating members of the bank.

Definitions: The following definitions shall apply to this section of the contract:

8.8.1 "Catastrophic illness or injury" means an illness or injury which, on the basis of medical opinion, is expected to incapacitate the recipient or a family member for a period of thirty (30) or more consecutive calendar days, requiring the employee to take time off work to care for themselves or to care for that family member.

8.8.2 For the purposes of the catastrophic leave bank, "family member" is limited to the children, spouse/registered domestic partner, and parents of the bargaining unit member. "Children" includes but is not limited to, step-children, foster children, and other dependents. "Parents" shall include mother-in-law and father-in-law.

8.8.3 "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.

An employee's industrial injury leave does not qualify as an injury or illness under this definition, provided the employee is eligible for coverage under Workers Compensation.

All new employees will automatically become members of the bank unless within 60 days of employment they notify the district in writing that they do not wish to join. If the employee does not opt out, the 1 day (in hourly equivalents) of donated leave credit shall be deducted the next pay period.

A maximum of 30 days may be granted to a unit member when accrued leave is exhausted. Unit members may apply for an additional thirty (30) days. All catastrophic leave grants must be preceded by written request describing the catastrophic illness or injury and how the bargaining unit member qualifies for the leave as defined in this section. The request shall be accompanied by written medical verification, satisfactory to the District, that the recipient has an illness or injury, which is expected to incapacitate him or her from working for a period of thirty (30) or more consecutive calendar days. Unit members may apply for an additional 30 days. This request can only be made after exhaustion of "differential days." Initially the Assistant Superintendent of Human Resources and the CSEA President shall evaluate and act upon the request. If they are in agreement their decision shall be final.

In the event they are not in agreement after consideration of the request, the association and the district shall appoint a neutral third party to facilitate an agreement. If such agreement is not forth coming the

neutral third party shall make the final decision regarding the request. It is intended that this be done on an expedited basis.

A recipient may use donated eligible leave credits for catastrophic illness or injury for a maximum period of twelve (12) consecutive months for any one catastrophic illness or injury.

A recipient shall use any leave credits that he or she continues to accrue on a monthly basis, prior to using donated sick leave pursuant to this section.

If fewer than 60 days of leave are in the catastrophic leave bank, or it is determined that the leave balance in the bank is insufficient to meet the expected claims, the district and CSEA may mutually agree to seek an additional contribution of days. Should this occur, everyone who wishes to remain eligible must participate in each subsequent contribution. Conversely, unit members who had previously opted out of participating may donate a day of accrued leave or vacation to join the catastrophic leave bank. CSEA may annually request the names of members participating and the total number of days remaining in the bank.

Should the district and CSEA mutually agree to dissolve the catastrophic leave bank, current participants shall receive a pro-rata share of the banked days.

8.9 Family and Medical Leave

Employees shall be entitled up to twelve (12) work-weeks of leave within a 12 month period for family and medical reasons under the federal Family Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave"). Additional time may be requested for instance of caring for service members who have incurred serious injuries while on active duty. The following provisions shall be interpreted in accord with those statutes and their regulations.

1. An employee is eligible if he/she has been employed by the District for at least twelve months and has completed 1,250 hours of service in the last twelve (12) months.

2. Family medical leave shall be available to address qualifying exigencies (subject to The Family and Medical Leave Act 29 USC § 2600 et sec. and the California Family Rights Act Gov. Code, § 12945.2) Sick leave may be applied concurrently with the Family Medical Leave Act (FMLA) & California Family Rights Act (CFRA). These exigencies include but are no limited to:

    a. Birth of the employee's child;

    b. Placement of a child with the employee for adoption or foster care;

    c. Care for the employee's child, spouse, registered domestic partner, parent, parent in law, sibling, grandparent or grandchild with serious health condition;

    d. The employee's own health condition that keeps the employee from performing his/her job function.

3. Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.

4. An employee may be required to provide medical certification whenever a serious health condition of his/her family member is the reason for the leave. Failure to obtain medical certification when

necessary may delay the granting of the leave request until such certification is provided. For the employee's own serious health condition, the medical verification rules of sick leave, extended illness leave, or other applicable leave will be utilized.

5. When advance notice is possible, an employee must provide thirty (30) days advance written notice of the need for leave. If the need for leave is unforeseen, written notice must be given as soon as possible. Failure to provide written notice may delay the granting of leave.

6. An employee taking family medical leave will continue to participate in the District provided health plan under the same terms and conditions, which applied prior to the first day of the employee's leave. An employee is required to make premium payments to the same extent made by the employee prior to the leave to maintain his or her health benefits during the leave period. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the District for premiums paid for maintaining the employee's health coverage. An employee may at his or her expense participate in all other employee benefits plans offered by the employer during leave.

8.10 Child Rearing Leave

Upon request, the Board may provide a unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her child. Such leaves shall normally be requested in increments of between three and six months and intended to coincide with segments of the work assignment (such as through the end of the semester for an instructional assistant). If such a leave is approved it may be extended for a maximum of one (1) year in total duration.

Whenever possible the initial leave should be requested and the start date identified at least four (4) weeks prior to the anticipated date on which the leave is to commence. If an extension of this Child Rearing Leave is sought, the application should be made at least six (6) weeks prior to the expiration of the original leave.

Leaves under this Article (including this section) are intended to run concurrent with all legally required leaves under the California Family Rights Act and/or Family Medical Leave Act. Furthermore, nothing in this Article is intended to result in leave rights less than would have existed independently under law.

8.10.1 Paid Child Rearing

Paid Child Rearing Leave ("Baby Bonding Leave") is available for leave taken following t he birth of a child of the employee or the placement of a child with the employee for a doption or foster care, as provided for pursuant to the provisions of the California F amily Leave Act (CFRA).

8.10.2 The 12-week period for Child Rearing Leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of c hild bonding leave pursuant Section 12945.2 of the Government Code.

8.10.3 If an employee has exhausted all available sick leave and continues t o be absent for Child Rearing Leave, the employee shall be eligible to receive d ifferential pay for the remainder of the of Child Rearing Leave.

Differential pay: the amount deducted from the salary due to the employee during Child Rearing Leave shall not exceed the sum which is actually paid a substitute employed to fill his/her position during his/her absence and in no case shall the employee receive less 50% of the employee's regular salary.

8.10.4 An employee shall not be provided more than one 12-week parental l eave during any 12-month period and the employee must take all 12 weeks of Child Rearing Leave within the first year of the child's birth, adoption, or foster placement. However, if a school year terminates before the 12-week period is e xhausted, the employee may take the balance of the 12-week period in the subsequent school year.

8.11 Parental/Adoption Leave

A unit member shall upon request be granted three (3) days of parental leave without loss of pay during or immediately after the birth of the member's child. A unit member shall upon request be granted three (3) days of family leave without the loss of pay during or immediately following the adoption of a child.

8.12 Family School Partnership Leave (See Labor Code Section 230.8)

Unit members through established relationship as being the parent, guardian, or grandparent having custody of one or more children in preschool through grade twelve (12), shall be entitled to utilize up to eight (8) hours during a calendar month and up to forty (40) hours during each school year to participate in activities of the school for which the child attends

The member shall utilize existing vacation, personal leave or compensatory time off for the purpose of this leave to be paid leave. The member shall also have the option of exercising this leave entitlement as an unpaid leave.

Members must provide his/her supervisor forty-eight (48) hours notice to request to utilize this leave. Lesser notice of request shall be permitted and honored when justifiable extenuating circumstances exist.

ARTICLE 9: TRANSFERS AND PROMOTIONS

9.1 Vacancies

Unit positions determined to be vacant and open shall be posted internally for five (5) working days prior to any external posting. Postings shall include the hours and location of the vacant position. In case of vacancies, all internal applicants shall be given consideration prior to recruiting from outside the District. Job announcements will be posted on working days that the District Office is open. However, no announcements will be posted during winter and/or spring recesses.

9.2 Transfers

A transfer is an action which results in the movement of a Bargaining Unit member from one site or, if at District Office, from one department to another within the same job classification and range.

9.2.1 Employee Initiated Transfers

Bargaining Unit members may submit a request for a transfer at any time by notifying the Human Resources Office of their desire to be transferred. Employees requesting transfer shall indicate the position and site they prefer to be transferred to within the internal vacancy posting period.

Eligible bargaining unit members should also put in transfer applications for each vacancy they are interested in. When one or more unit members apply for a transfer to a vacant position, the applicant with the most seniority will be transferred provided the needs of the District are otherwise fulfilled.

An employee who has once passed a written and/or performance test for a specific job classification will not be required to be re-tested for a transfer within the same classification.

9.2.2 District Initiated Transfers

Bargaining unit members may be transferred by the Superintendent of Schools when it is determined to be in the best interest of the District.

In cases of District initiated transfers solely due to lack of work needed at a particular site and/or greater need at another site, the District will first seek volunteers. If no volunteers are available, the transfer will be accomplished on the basis or reverse seniority.

If the District initiates involuntary transfer for any other reason, the District will use the process below:

A District initiated transfer shall require advance approval by the Assistant Superintendent of Human Resources or designee. An employee shall be given written notice of a District-initiated transfer, at least five (5) working days prior to the effective date of transfer.

An employee is entitled to a conference concerning a District-initiated transfer with the Assistant Superintendent of Human Resources or designee, upon request. An employee who is subject to a

District initiated transfer, shall be given a list of known vacancies and shall have the opportunity to express preference.

The determination of the placement of an employee who is subject to a District initiated transfer shall include consideration of the employee's preference of vacancies, the employee's seniority and the employee's qualifications. However, placement of the employee shall be at the discretion of the District.

9.3 Promotions

A promotion is the movement of a unit member from his/her current classification to a classification with a higher salary range.

In the case of promotions, all internal applicants, who have achieved permanency, shall be given consideration, and all qualified internal applicants shall be interviewed prior to recruiting from outside the District.

A bargaining unit member who is an applicant for a position and has not passed all District tests applicable to the position within the past two years shall be required to pass the District skill tests before consideration for that position. A bargaining unit member who has held a similar position shall not be required to take the District skill tests. Employees who have worked in the district for five (5) or more years shall receive a 10% bonus to any district assessment scores.

The following may be considered when a CSEA member applies for a promotion: an assessment of skills and knowledge; experience in similar positions; and seniority.

9.3.1 Bargaining Unit Members who are promoted to a higher paid classification shall be placed on the salary schedule of the new classification at the step of the schedule which would provide a salary increase of at least five percent (5%). Step increases shall occur on an annual basis on the anniversary date of the promotion. (Salary step placement language for promotions can be found in sections 5.3, 9.3.1 and 9.6.)

9.3.2 Bargaining Unit Members will be informed in writing of the results of their written and/or performance test.

Internal applicants who are deemed unqualified shall be given, upon written request, a written explanation as to why he/she was deemed unqualified so that he/she may correct any deficiencies.

Internal applicants who are not granted an interview shall be given, upon written request, a written explanation.

All bargaining unit members will be notified of their appointment time and date at least five (5) days prior to taking a test, unless there is mutual agreement for an earlier date, for a new position, not including a transfer.

Upon written request internal applicants not chosen for a position will receive written notice and an explanation as to why he/she was not chosen within ten (10) working days of the decision.

9.4 The District agrees to provide "cross training" to Bargaining Unit Members consistent with its needs and resources; meanwhile, nothing in this collective bargaining agreement shall prohibit such cross training. Cross training is training conducted by a fellow Bargaining Unit Member at his/her work site performing his/her duties while the trainee observes or participates. (Supervisory involvement may or may not occur). Other mutually agreeable forms of cross training may also occur. Normally, cross training shall be in blocks of not less than one work day. Once such cross training has occurred, the Bargaining Unit Member shall be credited for promotional consideration with having had prior experience in that position. Cross training shall not affect either Bargaining Unit Member's seniority.

9.5 Any unit member may apply for a temporary promotion for a vacant position due to an approved unpaid leave of absence for 90 days or more.

If selected the unit member will be paid at a rate appropriate for the position. If feasible in instances of longer leaves, the District at its discretion may divide the leave into segments and allow multiple qualified applicants to be temporarily promoted for a specific segment of the leave time. When the unit member on leave returns, the temporarily promoted unit member shall be returned to his/her original assignment/position at the appropriate pay rate. The exception shall be if his or her position no longer exists. In this case, s/he shall be afforded layoff rights as if the person had not taken the temporary promotion.

9.6 Advance Step Placement for Transfers and Promotions

Upon receiving a promotion or transfer, bargaining unit members shall receive, year for year, advance step placement for training and/or work experience which is relevant to the new position. (Salary step placement language for promotions can be found in sections 5.3, 9.3.1 and 9.6.)

The purpose of this subdivision is to reward bargaining unit members for experience and/or training from a previous placement, within or outside of the District, which is directly applicable to the new classification. Such experience and/or training may have been earned while the bargaining unit member served in a previous classification within the District by performing out of class duties, cross-training, substituting, etc. Any college coursework, vocational training, or other outside training will also be credited if relevant to the new classification placement.

ARTICLE 10: GRIEVANCES

10.1 Definitions

10.11 A "grievance" is a formal written allegation by a unit member that he or she has been adversely affected by a violation or misinterpretation of a specific provision of this Agreement. Appeal of any law, District policy or administrative decision not covered by this Agreement shall not be subject to the grievance procedure. All other matters for which a specific review procedure is provided in Board policy or other regulations, including law, will not be subject to the Grievance Procedure.

10.12 A "grievant" may be any member of the Bargaining Unit or the Association governed by the terms of this Agreement.

10.13 A "day" is a working day or a day in which the Central Administrative Office of the District is open for business.

10.14 The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

10.2 Informal Procedure

10.21 Before filing a formal written grievance, the grievant will attempt to resolve the problem by at least one (1) private conference with his/her immediate supervisor. All discussions and problem resolution reached through this process shall be deemed to have preceded the formal grievance procedure and shall not be subject to intervention or response of the Bargaining Unit.

10.22 If the problem is not resolved at the informal level, then the grievant may declare that a grievance exists and invoke the following formal procedures:

10.3 Formal level

10.31 Level I

10.311 Within twenty (20) days after the occurrence of the act or omission giving rise to the grievance or when the unit member reasonably should have known of the act or omission, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.

10.312 This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

10.313 The grievant shall have the option to avail himself/herself of representation from the Bargaining Unit at any stage of the formal grievance procedure.

10.314 A conferee may be present at this or any other formal level of the grievance procedure.

10.315 The immediate supervisor shall communicate his/her decision to the grievant, in writing, within ten (10) days after receiving the written statement. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next level.

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

10.32 Level II

10.321 If the grievant is not satisfied with the decision at Level I, he/she may, within ten (10) days, appeal the decision to the Superintendent of Schools.

10.322 This appeal shall include a copy of the original grievance, the decision rendered by the immediate supervisor and a clear, concise statement of the reasons for the appeal and the specific remedy sought.

10.323 The Superintendent shall communicate his/her decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

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

10.33 Level III

10.331 If the grievant is not satisfied with the decision at Level II, he/she may appeal the decision, in writing, within ten (10) days to the Board of Education.

10.332 This appeal shall include a copy of the original grievance, the decision rendered by the immediate supervisor and the Superintendent, and a clear and concise statement of the reason for the appeal and the specific remedy sought.

10.333 The Board of Education shall consider the grievance within thirty (30) days of the filing of the appeal with the Board of Education, and it shall issue its decision within fifteen (15) days following the conclusion of its consideration of the appeal. These limits may be extended by mutual agreement. If the Board of Education does not respond within the time limits provided and they are not extended, the grievant may appeal to the next level.

10.334 Prior to the Board's decision, the grievant may request to make a presentation before the Board of Education. If such a request is granted by the Board of Education, the presentation shall be made in closed session consistent with legal requirements.

10.34 Level IV

10.341 If the Association is not satisfied with the decision at Level III, the Association may request that the unresolved grievance be submitted to arbitration. The Bargaining unit representative, within ten (10) days after receipt of the written decision of the Board of Education, shall give written notice of the intent to arbitrate the grievance. The Bargaining unit representative and the District will attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until one name remains. The party to strike first shall be determined by the flip of a coin. This remaining panel member shall be the binding arbitrator.

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

10.343 Issues arising out of the exercise by the Board and/or the administration of their responsibilities under Article 19 of this Agreement, District Rights, including the facts underlying their exercise of such discretion shall not be subject to this procedure.

10.344 The arbitrator will have no power to add to, subtract from or modify the terms of this agreement.

10.345 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his/her findings. The decision of the arbitrator shall be final and binding on both parties.

10.35 General Provisions

10.351 Any time limit set forth may be extended or compressed only by mutual consent of the parties.

10.352 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to Level II.

10.353 No matter shall be entertained as a grievance unless it has been raised at the informal level and has been filed formally with the other party within twenty (20) days after the aggrieved becomes aware, or should have become aware, of the incident which created the problem.

10.354 The fact that a grievance is raised by an employee, regardless of its ultimate disposition, shall not be recorded in the employee's personnel file or in any file or record utilized in the promotion process; nor shall such fact be used-in any recommendations for job placement; nor shall an employee be placed in jeopardy or be subject to reprisal for having followed this grievance procedure.

10.355 The grievance procedure is not intended to be a method to challenge or change the law or the rules and regulations of the Board nor will it be utilized if there are other means of review which are specifically prescribed in law, District policy, or this Agreement.

10.356 Nothing contained in this section shall be construed as limiting the right of any Bargaining Unit member having a grievance to discuss the matter directly with the appropriate member of the administration and to have the problem and/or grievance adjusted at any level without intervention of the Association, except that no adjustment of the grievance at a formal level will be made until the exclusive bargaining agent has been notified in writing and given a chance to respond.

10.357 A reasonable number of representatives of the exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievances.

10.358 A grievant may be represented by the Association or a unit member at Levels I, II, III, and IV.

ARTICLE 11: SAFETY

The District shall promote conditions which provide a high level of safety for members of the Bargaining Unit.

11.1 The District shall provide protective devices where they are specifically required by CAL/OSHA for the safety of the Bargaining Unit members.

11.2 The District shall continue to assess and correct any unsafe physical conditions which exist within the buildings or on the property of the school district.

11.21 All Bargaining Unit members will report any unsafe conditions which they observe to their supervisor in writing. The supervisor will request an assessment of the reported condition to be made and advise the member within the reasonable time.

11.22 The principal of each school, all supervisors, all Bargaining Unit members and the Superintendent's Office shall work cooperatively to assure compliance with the safety conditions as mandated by CAL/OSHA guidelines.

11.3 The Bargaining Unit member shall follow the basic safety practices established by the District in order to insure safe conditions for themselves as well as for their fellow workers. An employee who consistently violates safety regulations will be subject to dismissal.

11.4 A review of the policy and procedures relative to Bargaining Unit member safety as covered by this agreement shall be made annually at each job site with representation from the Bargaining Unit.

11.5 All employees who drive a vehicle during the course of their employment shall provide proof of a valid driver's license at the time of employment, upon renewal, and at the request of District management. This provision extends to employees who use personal vehicles to drive to and from sites during their workday as well as those who use any district owned motorized vehicle including but not limited to transport carts and golf carts.

11.6 Absence Because of Epidemics or Emergencies

In the case of official quarantine of the unit member or the unit members' place of residence, as defined and declared by the Federal, State, or County Health Officer, or for any period during which the Bargaining Unit Member's place of employment in the district is closed because of quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the employee is in active and paid status, the Bargaining Unit Member shall be paid the member's regular salary, and shall not have leave days deducted.

11.7 School or Worksite Closure

Prior to a decision to close a school or worksite and assign Bargaining Unit Members to work remotely , CSEA President or designee will need to be notified 72 hours in advance.

None of the above is intended, nor shall it be interpreted, to deprive or diminish any rights of the unit members or the Association prescribed in this Agreement or statute.

ARTICLE 12: EVALUATION

12.1 Competence, skills, and attitudes of unit members are evaluated at intervals on the existing performance appraisal forms.

12.2 Evaluation forms shall be completed for each probationary employee on or about the end of the 3rd and 5th month of his/her probationary period. The unit member shall sign the forms to indicate that he/she has read the evaluation of job performance. The probationary period shall end at the conclusion of the 6th actual month of work or 130th day of paid service, whichever is longer.

12.3 Following the probation period, a performance appraisal form shall be completed at least every other year. By signing the performance appraisal form, the supervisor certifies that he/she has discussed any weaknesses or problems noted therein with the unit member.

12.4 When there has been a significant change in job performance, the supervisor may undertake an interim evaluation. Any interim evaluation shall specify the areas to be improved and provide, where applicable, specific recommendations for improvement and a time frame for accomplishment of established goals.

12.5 By signing the performance appraisal, the unit member does not signify that he/she has agreed or disagreed with the report.

12.6 Classified unit members shall be evaluated by the appropriate supervisor.

12.7 Evaluations shall be made in a conference between the unit member and his/her appropriate supervisor at which time they will discuss ways and means of improving greater efficiency and productivity. Together they will analyze the unit member's strong points and areas in which improvement may be made.

12.8 A copy of the evaluation will be given to the employee at the conference. The employee will indicate his/her knowledge of the evaluation by signing the evaluation form.

12.9 The evaluation will be forwarded to the office of the Assistant Superintendent of Human Resources on the appropriate form.

12.10 Any employee who is dissatisfied with the performance evaluation he/she has received from the assigned administrator may request a review of the rating by the Assistant Superintendent of Human Resources or designee, after it has been discussed with the original evaluators

12.11 After the review, he/she may prepare a written response within 20 days which shall be attached to the evaluation and placed in the employee's personnel file.

ARTICLE 13: PERSONNEL FILES

13.1 The personnel file of each bargaining unit employee shall be maintained under the direction of the District's Central Administration Office. Disciplinary action based upon derogatory material requires proper placement of that material in the personnel file. In establishing this requirement it is not intended to extend the obligation of the District beyond what is provided for by statute or case law.

13.2 Bargaining unit members shall be provided with copies of any derogatory material to be placed in their personnel files ten (10) working days before such placement. The unit member may prepare a concurrent written response and have it attached to the derogatory material. The unit member shall be afforded reasonable release time to deliver the response and have it placed in the file.

13.3 The review of the above referenced derogatory material in its original form, if requested, shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary deduction.

13.4 Unit members shall otherwise have the right to inspect their personnel files at a time when the person is not actually required to render services to the District. Copies of material contained in the personnel files shall be provided to the employee upon request. The District shall prepare such copies within a reasonable period of time after they are requested. An appropriate copying fee may be charged by the District. Neither the right to inspection or the agreement to provide copies shall include ratings, reports, or records which were obtained prior to employment (as provided in Ed. Code 44031 (b)).

13.5 All personnel files shall be kept confidential by the District and accessed only as necessary for the proper administration of the District, including supervision of the unit member. Access shall also be reasonably afforded the unit member's union representative when currently authorized in writing by the unit member and consistent with legal requirements.

ARTICLE 14: CONCERTED ACTIVITIES

14.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Bargaining Unit or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity except as allowed by law.

14.2 The Bargaining Unit recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Bargaining Unit, the Bargaining Unit agrees in good faith to take all necessary steps to cause those employees to cease such action.

14.3 It is agreed and understood that any unit member violating this Article may be subject to discipline.

ARTICLE 15: SUPPORT OF AGREEMENT

The District and the Bargaining unit 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 the Bargaining Unit will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Bargaining Unit.

ARTICLE 16: EFFECT OF AGREEMENT

This bilateral agreement as signed by the parties represents the complete understanding between them. District practices and policies are limited only by the express provisions of this Agreement and by State law. Any said practices or policies that are found to be in conflict with this Agreement shall be null and void.

ARTICLE 17: SAVINGS

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

ARTICLE 18: DISTRICT RIGHTS

18.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of

providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, transfer, evaluate, promote, terminate and discipline employees.

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

18.3 The District retains its right to reasonably amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency, such as earthquake, fire, or flood.

ARTICLE 19: STAFF LAYOFFS

19.1 Reasons for Layoffs

The Governing Board may lay off unit members for lack of work or lack of funds. Layoff is separation from a position due to lack of work, lack of funds or as a result of displacement (bumping), reduction of hours, work year or classification with lower wages.

19.2 Notice of Layoff

All layoffs shall be implemented in the manner prescribed by law. Notice shall be by personal hand delivery or sent by certified mail and signed for by the employee sixty (60) days before the layoff becomes effective. A copy of each notice to bargaining unit members shall be sent to the Union.

19.3 Negotiation

In the event the District determines that it is necessary to lay off unit members due to lack of work or funds, it shall notify the Union in writing (president and agent). The parties will negotiate the impact of any positions that have been eliminated. In instances of reductions in hours, work year or classification, the parties will negotiate whether to reduce the positions as well as any impact should the reductions take place.

In order to determine what options individual employees may have, the District and CSEA designees will identify each individual's options based on his/her seniority and which positions are available that keeps him/her closest to whole. Closest to whole is defined as to which positions the employee has rights in terms of hours per day. Closest to whole may result in an increase in hours and/or days for individual employees.

19.4 Order of Layoff

19.4.1 Every layoff shall be in reverse order of seniority within classification; the employee, who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

19.4.2 The employee in the classification to be laid off with the least seniority in that classification shall be laid off first; if two or more employees have the same seniority, seniority status shall be assigned by lot. Once the tied seniority order is established it shall be recorded on the classification seniority list and in the unit members' personnel files. CSEA may have a witness present for the drawing of lots.

19.5 Reemployment Rights

19.5.1 This article will take effect after the provision of Transfer have been exhausted with current unit members.

19.5.2 Employees who have been laid off shall be place on a reemployment list for the classification from which they were laid off. Employees who were laid off from their classification remain on the reemployment list for 39 calendar months from date of layoff. Employees who accept in lieu of layoff, reduction in hours, work year or classification with a lower salary shall be retained on the reemployment list for the classification from which they were removed for 63 calendar months from

date of layoff. Impacted employees shall be recalled to service in their previous classification in reverse order of layoff.

19.5.3 The District shall contact persons on the reemployment list to offer employment in positions in their classification for which they have rights based on their seniority. The employee has five (5) days to respond to the offer of employment. Employees accepting a position shall have two (2) weeks to report to the new position.

Persons on the reemployment lists are responsible for keeping the Human Resources Department informed of their correct telephone numbers, addresses or other mode of contact.

19.6 Bumping Rights

An employee laid off from his/her present classification may bump into a lateral position in the same job classification for which he/she has seniority or the next lowest classification in which the employee has greater seniority. The employee may continue to bump into lower classifications in which he/she has seniority to avoid layoff.

19.6.1 An employee may not bump into a different job classification in which he/she has seniority unless he/she has no bumping options within the current job classification.

19.6.2 If an employee bumps into a different job classification, it shall be the job classification with the same or next highest pay range in which the employee has seniority.

19.6.3 An employee may bump in a different job classification in which he/she has seniority if a vacant position is available.

19.6.4 Bumping will be based solely on seniority.

19.7 Eligibility to Compete in Promotional Exam

Former unit members on the reemployment list have the right to apply and compete for any vacant positions to which laid off workers do not have rights. It is the responsibility of the employees on the reemployment list to monitor the vacancy postings and to apply within the set timelines for any positions for which they qualify. Employees are considered qualified when they meet the minimum qualifications in the classification job description. Current unit members not impacted by layoff retain their rights to compete for the vacant positions as well. In the selection process, if the district does not select a current employee, it must give preference to a qualified laid off employee from the reemployment list who properly applied to the vacant positions prior to considering any outside applicants.

19.8 Improper Layoff

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

19.9 Reassignments

Seniority by hire date in classification shall be utilized to determine which unit members in impacted classifications at specific work sites are to be reassigned when the District has not declared a layoff.

19.9.1 The District shall provide as much advance notice as is reasonably possible to employees who are to be impacted by this section. The employee shall be given an opportunity to express any preferences for assignment to vacant positions. The Assistant Superintendent/HR or designee shall assign the displaced employee to a vacant position considering the assignment, the expressed preferences of the employee and the preferences of the administrators.

19.10 Opportunity to Substitute

Employee on the reemployment list may request to be placed on the substitute list for work in their classification and in other classifications for which they qualify. When possible, the substitute clerk will attempt to contact substitutes on the reemployment list before contacting other persons.

ARTICLE 20: RECLASSIFICATION

All reclassification requests shall be reviewed by a panel composed of one (1) CSEA appointee, one (1) District appointee and a third appointee agreed upon by the other two members. The cost of the third appointee shall be shared by CSEA and the District. The panel's decisions shall be advisory to the Board of Education. The panel shall meet once a year prior to May 30 and implementation of any reclassification will take place July 1 the following fiscal year. Prior to the appointment of the first panel, the parties shall meet and mutually agree on guidelines for the panel as well as procedures for filing reclassification requests. Information about the reclassification process, applications and timelines can be found on the district's website.

ARTICLE 21: TERM

CSEA and the San Leandro Unified School District agree to a 3-year term of agreement effective July 1, 2024 through June 30, 2027, or until another agreement has been reached by the parties. For the
2025-2026 and 2026-2027 school years, either party may reopen Article 5: Salaries and Fringe benefits plus two additional articles.

Appendix A- Salary Schedule

San Leandro Unified School District

Personnel Services Department

CSEA Bargaining Unit Classifications

San Leandro Unified School District
CSEA Salary Schedule
2024-25
7.5 Hours Per Day

CSEA Classification	Range	Step	Hourly	Monthly	Annual
Nutrition Assistant Para Educator Para Educator - Computer	27	1	22.46	3,650	43,800
		2	23.60	3,835	46,020
		3	24.78	4,026	48,312
		4	26.00	4,225	50,700
		5	27.30	4,437	53,244
Para Educator - ELD	28	1	23.03	3,743	44,916
		2	24.19	3,931	47,172
		3	25.40	4,127	49,524
		4	26.67	4,334	52,008
		5	27.99	4,548	54,576
Assessment Technician Para Educator - Transitional Kindergarten Para Educator - Mild/Moderate	30	1	24.20	3,933	47,196
		2	25.42	4,130	49,560
		3	26.67	4,334	52,008
		4	28.02	4,553	54,636
		5	29.42	4,780	57,360
Accounting Clerk Library & Multimedia Technician Office Assistant Pandemic Services Assistant	32	1	25.42	4,130	49,560
		2	26.70	4,338	52,056
		3	28.03	4,555	54,660
		4	29.45	4,785	57,420
		5	30.91	5,023	60,276
Nutrition Technician	33	1	26.07	4,236	50,832
		2	27.36	4,446	53,352
		3	28.73	4,669	56,028
		4	30.18	4,904	58,848
		5	31.68	5,148	61,776
Choral Accompanist Para Educator - Moderate/Severe	35	1	27.40	4,453	53,436
		2	28.76	4,673	56,076
		3	30.20	4,907	58,884
		4	31.72	5,154	61,848
		5	33.27	5,406	64,872
Office Technician	36	1	28.08	4,563	54,756
		2	29.50	4,794	57,528
		3	30.94	5,028	60,336
		4	32.49	5,280	63,360
		5	34.12	5,545	66,540
Assess. Inst. Materials & Multimedia Assistant Campus Supervisor Computer Support Assistant Library & Multimedia Specialist Nutrition Delivery Office Specialist Parent Facilitator Registrar	38	1	29.51	4,795	57,540
		2	30.97	5,033	60,396
		3	32.51	5,283	63,396
		4	34.13	5,546	66,552
		5	35.83	5,822	69,864
Preschool Teacher 12 ECU	39	1	30.23	4,912	58,944
		2	31.75	5,160	61,920
		3	33.32	5,415	64,980
		4	35.00	5,687	68,244
		5	36.74	5,970	71,640
Administrative Secretary Personnel Services Specialist	40	1	30.98	5,035	60,420
		2	32.52	5,285	63,420
		3	34.15	5,550	66,600
		4	35.88	5,831	69,972
		5	37.68	6,123	73,476

CSEA Classification	Range	Step	Hourly	Monthly	Annual
Program Coordinator	42	1	32.54	5,287	63,444
		2	34.17	5,552	66,624
		3	35.89	5,832	69,984
		4	37.69	6,124	73,488
		5	39.58	6,432	77,184
Administrative Assistant - Department/Program Administrative Assistant - School	43	1	33.37	5,423	65,076
		2	35.03	5,693	68,316
		3	36.78	5,976	71,712
		4	38.62	6,275	75,300
		5	40.56	6,591	79,092
Accounting Technician College and Career Program Coordinator Data Support Technician Work Based Learning Program Coordinator	46	1	35.92	5,837	70,044
		2	37.73	6,131	73,572
		3	39.62	6,438	77,256
		4	41.59	6,759	81,108
		5	43.66	7,095	85,140
Preschool Teacher 20 ECU	47	1	36.81	5,982	71,784
		2	38.66	6,283	75,396
		3	40.58	6,595	79,140
		4	42.64	6,929	83,148
		5	44.76	7,274	87,288
Accounting Specialist Admin Assistant SPED Admin Assistant Bond Child Welfare and Attendance Prog Coordinator District Translator Employee Benefits Specialist Family Engagement Program Coordinator Personnel Services Analyst	48	1	37.74	6,133	73,596
		2	39.65	6,443	77,316
		3	41.62	6,763	81,156
		4	43.69	7,100	85,200
		5	45.90	7,458	89,496
Assess. Inst. Materials & Multimedia Specialist Information Data Specialist Payroll Specialist	52	1	41.70	6,776	81,312
		2	43.77	7,112	85,344
		3	45.97	7,470	89,640
		4	48.25	7,841	94,092
		5	50.68	8,235	98,820
Video Production Specialist	54	1	43.78	7,114	85,368
		2	45.99	7,473	89,676
		3	48.28	7,845	94,140
		4	50.70	8,238	98,856
		5	53.24	8,652	103,824
Database Administrator Information Design Programmer	55	1	44.86	7,290	87,480
		2	47.13	7,659	91,908
		3	49.48	8,041	96,492
		4	51.97	8,445	101,340
		5	54.58	8,870	106,440
			7.5 Hrs/Day	162.5 Hrs/ Mo	1950 Hrs/Yr

Longevity: Add to step 5

8th year = 2.5% 13th year = 5% 18th year = 7.5% 23rd year = 10% 28th year = 12.5%

Note: Monthly rate is based on a 12 month full time employee (260 days x 7.5 hour per day / 12 month x hourly rate)

Work Year: 260 days

Additional $5,755.63 fringe benefit for full time 12 month employees (pro-rated for less than full time)

5.0% increase effective July 1, 2024

Admin Assistant SPED, Admin Assistant Bond, Personnel Services Analyst effective date: June 11, 2025

Para-Educator Transitional Kindergarten to Range 30 effective date: July 1, 2025

Board Approved:

San Leandro Unified School District
CSEA Salary Schedule
2024-25
8.0 Hours Per Day *CalPERS Reference Only*

CSEA Classification	Range	Step	Hourly	Monthly	Annual
Nutrition Assistant Para Educator Para Educator - Computer	27	1	22.46	3,893	46,717
		2	23.60	4,091	49,088
		3	24.78	4,295	51,542
		4	26.00	4,507	54,080
		5	27.30	4,732	56,784
Para Educator - ELD	28	1	23.03	3,992	47,902
		2	24.19	4,193	50,315
		3	25.40	4,403	52,832
		4	26.67	4,623	55,474
		5	27.99	4,852	58,219
Assessment Technician Para Educator - Transitional Kindergarten Para Educator - Mild/Moderate	30	1	24.20	4,195	50,336
		2	25.42	4,406	52,874
		3	26.67	4,623	55,474
		3	28.02	4,857	58,282
		4	29.42	5,099	61,194
Accounting Clerk Library & Multimedia Technician Office Assistant Pandemic Services Assistant	32	1	25.42	4,406	52,874
		2	26.70	4,628	55,536
		3	28.03	4,859	58,302
		4	29.45	5,105	61,256
		5	30.91	5,358	64,293
Nutrition Technician	33	1	26.07	4,519	54,226
		2	27.36	4,742	56,909
		3	28.73	4,980	59,758
		4	30.18	5,231	62,774
		5	31.68	5,491	65,894
Choral Accompanist Para Educator - Moderate/Severe	35	1	27.40	4,749	56,992
		2	28.76	4,985	59,821
		3	30.20	5,235	62,816
		4	31.72	5,498	65,978
		5	33.27	5,767	69,202
Office Technician	36	1	28.08	4,867	58,406
		2	29.50	5,113	61,360
		3	30.94	5,363	64,355
		4	32.49	5,632	67,579
		5	34.12	5,914	70,970
Assess. Inst. Materials & Multimedia Assistant Campus Supervisor Computer Support Assistant Library & Multimedia Specialist Nutrition Delivery Office Specialist Parent Facilitator Registrar	38	1	29.51	5,115	61,381
		2	30.97	5,368	64,418
		3	32.51	5,635	67,621
		4	34.13	5,916	70,990
		5	35.83	6,211	74,526
Preschool Teacher 12 ECU	39	1	30.23	5,240	62,878
		2	31.75	5,503	66,040
		3	33.32	5,775	69,306
		4	35.00	6,067	72,800
		5	36.74	6,368	76,419
Administrative Secretary Personnel Services Specialist	40	1	30.98	5,370	64,438
		2	32.52	5,637	67,642
		3	34.15	5,919	71,032
		4	35.88	6,219	74,630
		5	37.68	6,531	78,374

			8.0 Hours Per Day *CalPERS Reference Only*		
CSEA Classification	**Range**	**Step**	**Hourly**	**Monthly**	**Annual**
Program Coordinator	42	1	32.54	5,640	67,683
		2	34.17	5,923	71,074
		3	35.89	6,221	74,651
		4	37.69	6,533	78,395
		5	39.58	6,861	82,326
Administrative Assistant - Department/Program Administrative Assistant - School	43	1	33.37	5,784	69,410
		2	35.03	6,072	72,862
		3	36.78	6,375	76,502
		4	38.62	6,694	80,330
		5	40.56	7,030	84,365
Accounting Technician College and Career Program Coordinator Data Support Technician Work Based Learning Program Coordinator	46	1	35.92	6,226	74,714
		2	37.73	6,540	78,478
		3	39.62	6,867	82,410
		4	41.59	7,209	86,507
		5	43.66	7,568	90,813
Preschool Teacher 20 ECU	47	1	36.81	6,380	76,565
		2	38.66	6,701	80,413
		3	40.58	7,034	84,406
		4	42.64	7,391	88,691
		5	44.76	7,758	93,101
Accounting Specialist Admin Assistant SPED Admin Assistant Bond Child Welfare and Attendance Prog Coordinator District Translator Employee Benefits Specialist Family Engagement Program Coordinator Personnel Services Analyst	48	1	37.74	6,542	78,499
		2	39.65	6,873	82,472
		3	41.62	7,214	86,570
		4	43.69	7,573	90,875
		5	45.90	7,956	95,472
Assess. Inst. Materials & Multimedia Specialist Information Data Specialist Payroll Specialist	52	1	41.70	7,228	86,736
		2	43.77	7,587	91,042
		3	45.97	7,968	95,618
		4	48.25	8,363	100,360
		5	50.68	8,785	105,414
Video Production Specialist	54	1	43.78	7,589	91,062
		2	45.99	7,972	95,659
		3	48.28	8,369	100,422
		4	50.70	8,788	105,456
		5	53.24	9,228	110,739
Database Administrator Information Design Programmer	55	1	44.86	7,776	93,309
		2	47.13	8,169	98,030
		3	49.48	8,577	102,918
		4	51.97	9,008	108,098
		5	54.58	9,461	113,526
			8.0 Hrs/Day	173.33 Hrs/ Mo	2080 Hrs/Yr

Longevity: Add to step 5

8th year = 2.5% 13th year = 5% 18th year = 7.5% 23rd year = 10% 28th year = 12.5%

Note: Monthly rate is based on a 12 month full time employee (260 days x 7.5 hour per day / 12 month x hourly rate)

Work Year: 260 days

Additional $5,755.63 fringe benefit for full time 12 month employees (pro-rated for less than full time)

Admin Assistant SPED, Admin Assistant Bond, Personnel Services Analyst effective date: June 11, 2025

Para-Educator Transitional Kindergarten to Range 30 effective date: July 1, 2025

Board Approved:6.10.2025

Appendix C - Training

Memorandum of Understanding
Between
The San Leandro Unified School District
And
The California School Employees' Association (CSEA)

The San Leandro Unified School District and the California School Employees' Association (CSEA) agree that appropriate training is essential to successful work performance. The provisions of this side letter shall apply to CSEA bargaining unit members who are transferred from one job classification to another, as a direct consequence of an involuntary transfer, layoff or school or department reorganization. Accordingly, the District and CSEA agree as follows:

1. Bargaining Unit Members will be given reasonable advanced notice, normally a minimum of two weeks before assignments are made and in accordance with the Memorandum of Understanding concerning layoffs.

2. The parties agree that it is the responsibility of the Bargaining Unit Member and the Supervisor to meet and discuss appropriate training.

3. The District agrees to provide appropriate training within a reasonable amount of time. Training may include conference attendance, released time for observation, and/or peer-to-peer instruction.

4. All conference attendance requiring registration costs shall have prior written approval by the supervisor.

The term of this agreement shall be effective commencing upon its execution and continuing commensurate with the Collective Bargaining Agreement, unless terminated in advance with at least thirty calendar days written notice.

TA 3/31/04 — For the San Leandro Unified School District — Date

Donna Linita SRE 3/31/04
Claire McKean 3/31/04 — For the California School Employees Association — Date

Appendix D – Basic Medical Assistance Stipend

Currently some para educators (paras) in the San Leandro Unified School District (District) provide Basic Medical Assistance (BMA) to students in addition to their daily work. For the purposes of this appendix, BMA is defined as gastronomy feeding tubes and buttons, urinal bags, colostomy bags, ileostomy bags, tracheotomy suctioning and care, nasal and oral suctioning, and other medical assistance to be agreed upon by the Parties. CSEA and the District (the Parties) want to recognize the specialized training and responsibility that goes along with providing BMA. Accordingly, the Parties have agreed to the following:

1. Providing BMA will be voluntary. Paras who volunteer and are trained shall be compensated as stated below. Paras who do not volunteer or have not been trained shall not provide students with BMA.
2. The District shall not directly, or indirectly, intimidate, threaten or coerce the paras to volunteer. Paras who do not volunteer may not be disciplined, laid off, reduced in hours, or otherwise penalized for not volunteering.
3. The District may request volunteers when the need for BMA arises. The District will first solicit volunteers from the site where BMA is needed. If no paras volunteer from the site, the District will then send notice to all sites requesting volunteers. These requests will be sent to the paras in writing either through district mail or email. The request shall include the definition of BMA, a description of all BMA trainings the paras shall receive, a description of the voluntary nature of the program, and the volunteer rescission timelines.
4. Paras who volunteer shall submit their letter of interest in writing. The letter of interest shall be kept in the paras' personnel files. Paras who volunteer may rescind their letter of interest to provide BMA up to (3) days after the completion of the trainings. After that time, paras may cease providing BMA after providing thirty (30) days notice, or until a new health plan has been developed for the affected students, whichever is shorter.
5. The District shall choose paras to provide students with BMA based on seniority.
6. The District shall provide paras who volunteer with training as follows:
    a. The paras shall receive training from a licensed healthcare professional. The training shall comply with any applicable training standards adopted by California Department of Education or as required by law. A licensed healthcare professional is defined as a physician or surgeon, physician's assistant, a credentialed school nurse, a registered nurse, or a certified public health certificated nurse.
    b. All written materials used in the training shall be retained by the Special Education Department and school site. A copy of the materials shall be provided

to the paras at the time of their trainings. Documentation of the trainings shall be provided to the paras and shall be placed in their personnel files before they can provide BMA.

c. All trainings shall be at the District's expense and shall occur during the paras' working hours.

7. The District shall notify the paras of any changes with the student that could affect their ability to provide BMA.

8. The District shall provide paras with written orders for carrying out the provisions of BMA, a designated district official to whom the paras can address any issues which may arise regarding the provisions of the BMA, and any necessary safety clothes or equipment, such as gloves or masks at the District's expense.

9. The District shall pay the paras a stipend of$600 per monthly payroll in which BMA services are provided. Increases to the stipend shall be negotiated annually. However, annual increases are not guaranteed. During summer school (Extended School Year), the District shall pay paras a stipend of $150 per week who are providing BMA services.

10. On days when the designated para educator is absent, the next most senior trained para educator shall provide the BMA and be compensated on a daily pro rata basis.

11. The District shall defend the paras against any and all claims arising out of an act or omission within the scope of their employment and pay any and all legal fees, costs, and damages arising out of the same. Providing BMA is within the scope of employment of para who provides BMA under this agreement.

12. The Parties agree that any alleged violation of this Appendix shall be subject to the grievance procedure set forth in the collective bargaining agreement between the Parties.

13. The increase to the stipend shall be retroactive to July 1, 2024.

APPENDIX A:

CSEA JOB STUDY IMPLEMENTATION SUMMARY

CSEA Job Study Implementation Summary

Job Class - Old	Job Class - New	Salary Range - Old	Salary Range - New
Administrative Services Family			
Office Clerk 1	Office Assistant	28	32
Office Clerk 2	Office Assistant	30	32
Office Clerk Student Records	Office Assistant	32	32
Receptionist - Adult School	Office Assistant	32	32
Personnel Clerk	Human Resources Technician	37	36
Attendance Clerk I	Office Technician	35	36
Attendance/Residence Verification Clerk	Office Technician	38	36
Attendance Verification Specialist	Office Technician	36	36
Office Clerk III	Office Technician	34	36
Attendance Clerk II	Office Technician	38	36
Office Clerk IV (all)	Office Technician	36	36
Student Support Serv/Health Serv Clerk	Office Technician	36	36
Community Services Technician	Office Specialist	42	38
Education Services Secretary	Office Specialist	38	38
Staff Secretary	Office Specialist	40	38
Data Technician	Office Specialist	38	38
Adult School Registrar	Registrar	38	38
Registrar	Registrar	40	38
Student Records Secretary - Adu Edu	Administrative Secretary	36	40
Student Support Services Specialist	Administrative Secretary	40	40

Special Education Data Secretary	Administrative Secretary	40	40
Educational Services Data Secretary	Administrative Secretary	42	40
Data Technician - Adu School	Administrative Secretary	38	40
Office Manager - maintenance	Administrative Assistant - Department/Program	40	43
Student Support Services Office Manager	Administrative Assistant - Department/Program	42	43
Office Manager- Adu Edu	Administrative Assistant - School	42	43
Office Manager - Continuation High School	Administrative Assistant - School	42	43
Office Manager - Elementary	Administrative Assistant - School	42	43
Office Manager - HS	Administrative Assistant - School	44	43
Office Manager - MS	Administrative Assistant - School	42	43
Coordinator of Youth Development Programs	Program Coordinator	42	42
Financial Support Family			
Account Clerk I	Accounting Clerk	32	32
Purchasing Clerk	Purchasing Assistant	38	38
Account Technician	Accounting Technician	48	46
Accounts Payable Tech I	Accounting Technician	40	46
Account Tech - Food Services	Accounting Technician	46	46
Account Technician - Adult School	Accounting Technician	40	46
Employee Benefits Specialist	Employee Benefits Specialist	50	48
Accounts Payable Tech II	Accounting Technician	42	46
Accounting Technician	Payroll Specialist	48	48

Payroll			
Bond Accounting Technician	Accounting Specialist	48	48
Budget Technician	Budget Analyst - Confidential	51	51
Technology Support Family			
Assessment, Instructional materials and Multimedia Specialist I	Assessment, Instructional materials & Multimedia Assistant	42	38
Assessment, Instructional materials & Multimedia Specialist II	Assessment, Instructional materials & Multimedia Specialist	52	52
Computer Technician Assistant	Computer Support Assistant	38	38
Information Data Technician II	Information Data Specialist	50	50
Network Technician	Network Engineer	57	57
Instructional Support Family			
Para Educator - Computer	Para Educator - Computer	24	27
Para Educator - Elementary	Para Educator	24	27
Para Educator - Secondary	Para Educator	22	27
Para Educator - Adult School	Para Educator	22	27
Para Educator - Mild/Moderate	Para Educator - Mild/Moderate	26	30
Para Educator - Moderate/Severe	Para Educator - Moderate/Severe	35	35
Para Educator - ELD 3	Para Educator - ELD	30	28
Para Educator - ELD 2	Para Educator - ELD	28	28
Para Educator - ELD 1	Para Educator - ELD	26	28
Para Educator - Library	Library & Multimedia Technician	22 & 26	32
Parent Facilitator - Adult	Parent Facilitator	33	38

School			
Library Media Center Assistant	Library & Multimedia Specialist	36	38
Library Instructional Materials & Multimedia Specialist	Library & Multimedia Specialist	38	38
Campus Supervisor	Campus Supervisor	38	38
Choral Accompanist	Choral Accompanist	35	35
Nutritional Services Family			
Nutrition Assistant I	Nutrition Assistant	24	27
Nutrition Assistant II	Nutrition Technician	30	33
Food Service Delivery Person	Nutrition Delivery	38	38

Consolidated Positions

Account Clerk II
Account Technician - General
ASSETs Site Liaison
Buyer
Duplicating Clerk
Duplicating Services Technician
Employment Replacement Secretary
Expulsion Secretary
Health Services Clerk
Information Data Technician
IMC Clerk
IMC Technician
Library Clerk
Office Manager - Educational Services
Office Manager - Special Services
Para Educator - Computer Tech Resource
Para Educator - Graphics
Para Educator - In School Suspension
Parent Liaison
Personnel Secretary I
Personnel Technician
Signing Interpreter
Special Services Secretary
Van Driver

MEMORANDUM OF UNDERSTANDING

Appendix H– Behavior Technician Stipend

Behavior Technician Stipend

The purpose of this stipend is to provide additional compensation for mild/moderate or moderate/severe para educators who provide Applied Behavior Analysis (ABA) support to students with special needs.

Responsibilities

Under the direction of a certificated staff member, the para educator assigned to provide ABA assistance will assist with the following:

- Implementing individualized programs for students based on ABA principles that increase communication, self-help, social/play skills and academics.
- Utilize positive reinforcement and antecedent modification to increase appropriate behaviors over time.
- Manage inappropriate behaviors that occur across school settings through the implementation of Behavior Intervention Plans (BIPs) and consultation with the case manager or behavior specialist.
- Facilitate student interactions with peers, general education teachers, and specialists.
- Prepare and maintain materials for behavior-based strategies such as token boards
- Implement behavior contracts
- Lead small group activities with assigned and other students as needed, such as alternative PE, lunch groups, etc.
- Record information on student progress by taking direct data as needed or as directed by the behavior specialist or case manager.
- Prepare/maintain academic and behavior data tracking sheets.
- Assist classroom teachers with modifications of curriculum based on student specific abilities and IEP/BIP recommendations.

Qualifications

- Registered Behavior Technician Certificate issued by the BACB (or equivalent) or an AA or BA degree in ABA.
- One year of experience working with special needs students.

Selection

The District will first solicit volunteers from the site where ABA services are needed. If no qualified para educators volunteer or there are no qualified para educators at the site, the District will then send notice to all sites requesting volunteers. These requests will be sent to the paras in writing either through district mail or email. Qualified para educators shall submit their letter of interest in writing to the Personnel Services Department.

Para educators who do not volunteer may not be disciplined, laid off, reduced in hours, or otherwise penalized for not volunteering. However, based on programmatic need, it is possible that the transfer of para educators from one site to another could occur if there are not qualified ABA trained para volunteers at the site where this service is needed.

The selection of qualified para educators shall be done annually and shall not continue from year to year.

Compensation

Para educators who meet the qualifications for this stipend and are assigned to provide ABA support to students, shall receive an annual stipend of $2,750 which shall be divided into ten (10) equal payments from August through June. If the need for this service arises after the school year begins, the para educator will receive a pro rata share of the stipend. For any month in which ABA services are provided the para educator shall receive the full monthly amount of the stipend regardless of the number of days worked in that month. Para educators who work during summer school and who are assigned to provide ABA support, shall receive a stipend of $275 for summer work.

The increase to the stipend shall be retroactive to July 1, 2024.

General Provisions

The Parties agree that any alleged violation of this Agreement shall be subject to the grievance procedure set forth in the collective bargaining agreement between the parties.