

**EGEA**

# **COLLECTIVE BARGAINING CONTRACT**

2017-2019

## **ELK GROVE UNIFIED SCHOOL DISTRICT**

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# ARTICLE 1

## Agreement

- 1.1 The following contract has been developed and agreed to by the official designees of the Elk Grove Education Association and the Elk Grove Unified School District. The contract has been approved by the Elk Grove Unified School District Board of Trustees, and it becomes, therefore, the official description of the policies, rules and regulations, and supplementary procedures which shall govern the operation of the unit until or unless it is changed individually or collectively by subsequent negotiations and agreement.
- 1.2 This contract is entered into pursuant to Chapter 10.7, Sections 3540 3549 of the Government Code ("Act").
- 1.3 The policies and articles referred to herein, constitute binding agreements by and between the Governing Board of the Elk Grove Unified School District ("Board") and the Elk Grove Education Association, the legal representative of certificated employees, except those excluded as per Article 2, Recognition, of this contract.
- 1.4 The provisions of this contract shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement agreements shall be uniform in application and effect.



## **ARTICLE 2**

### **Recognition**

- 2.1 The Board recognizes the Elk Grove Education Association as the exclusive representative of all certificated employees of the Elk Grove Unified School District including but not limited to Pre-Kindergarten teachers; excluding management, confidential, and supervisory employees as defined in the Act and certificated members of the Psychological Services and Child Welfare and Attendance staffs for the purposes of meeting and negotiating.

## **ARTICLE 3**

### **Negotiations Procedures**

#### **3.1 Negotiation Procedures**

- 3.101 Names, addresses, and telephone numbers of all district teachers shall be provided to the Association no later than November 15 of each school year.
- 3.102 Not later than March 1st of the calendar year it expires; the Board's representative shall meet and negotiate in good faith with the Elk Grove Education Association. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 3.103 The Elk Grove Education Association shall designate not more than eight representatives who shall receive release time to attend negotiations and impasse proceedings.
- 3.104 Negotiations shall take place at mutually agreeable times and places provided that meetings shall be held within five days from receipt of a written request.
- 3.105 The Board and the Elk Grove Education Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 3.106 Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.107 Within sixty (60) days of ratification of agreements by both parties herein, one (1) copy per school shall be prepared and delivered to the Association for distribution to the district schools
- 3.108 For the duration of a multiple year contract, both the District and EGEA may each reopen up to two articles (or new topics) annually. In addition, the District and EGEA agree to define problems which need attention and to work toward the resolution of those problems.

#### **3.2 Items to be Negotiated Annually (Including Calendars)**

- 3.201 School calendars shall be negotiated yearly by April 15. Calendars shall include the information listed in Board Policy 6111.
- 3.202 Staffing ratios for all certificated personnel represented by the Elk Grove Education Association will be reviewed and negotiated annually.

### **3.3 Policy Development and Review**

- 3.301 The Superintendent is directed to negotiate and/or confer with bargaining unit representatives in suggesting and developing the proposed policies and regulations relating to governing board-teacher-administrator relationships and other matters as provided by law. Such policies will be negotiated or developed through consultation in accordance with California law.
  
- 3.302 The district will annually review these articles and will consider suggested revisions or additions which will improve these relationships and promote the educational welfare of the children attending the schools of the district.

# ARTICLE 4

## Association/Unit Member Rights

### 4.1 Association Rights

- 4.101 The Association shall be granted the right to:
- a. Contact employees
  - b. Use school bulletin boards and mail boxes
  - c. Distribute employee organizational materials
  - d. Use school facilities for organizational meetings in accordance with procedures and limitations established by the Superintendent in administrative regulations. Materials of the Association that are posted, mailed, or distributed under this policy shall not contain anything obscene or anything which tends to degrade or malign persons or organizations.
  - e. Use the email system in line with district policy. The District will create designated user groups to facilitate that utilization. EGEA will pay five hundred dollars (\$500) annually for costs associated with the creation and updating of lists. It is anticipated the lists of users will be updated by the District at least three times annually. EGEA and the District have collaborated on the development of the EGUSD Email policy.
- 4.102 The Association may distribute a booklet listing companies, procedures, and facts about tax sheltered annuities. Distribution will be made to all employees.
- 4.103 All contract amendments are to be presented to the payroll section of the business department.
- 4.104 Insurance agents are not to contact individual employees at school under any circumstances, including mail, telephone, or personal contacts.
- 4.105 All questions, comments, etc., by carriers or agents are to be referred to the Elk Grove Education Association. The business office is to be contacted only when absolutely necessary.
- 4.106 Employee organizations which meet the provisions of the law and the policies of the district shall have the right to represent their members in matters within the scope of the law. (Government Code 3543.1)

## **4.2 Unit Member Rights**

Employees shall not be interfered with, intimidated, restrained, coerced or discriminated against-either by the school district or by employee organizations-because of their membership or non-membership in employee organizations. They shall have the right to participate through representatives of their own choosing in the presentation of their views to the governing board. (Government Code 3543.5)

## **4.3 Nondiscrimination**

- 4. 301 The governing board shall not discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, martial status, physical disability, membership in an employee organization, or participation in the activities of an employee organization.
- 4.302 Employee application forms and oral interview procedures shall not require applicants to reveal preferences for employee organizations.
- 4.303 Adequate and appropriate facilities for male and female staff shall be provided.
- 4.304 No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause and due process.
- 4.305 No employee shall be deprived, either directly or indirectly, of any rights conferred by law or by the Constitution of the State of California or the Constitution of the United States.
- 4.306 This section shall be subject to the grievance procedure excluding the arbitration step. The Board of Education shall retain the final authority in grievances of this article. This shall not preclude a unit member from seeking resolution of a grievance of this section through other channels open by law.

## **4.4 Academic Freedom**

- 4.401 The teacher must be free to think and to express ideas, free to select and employ materials and methods of instruction, free from undue pressures of authority, and free to act within his/her professional group, including appropriate methods of student evaluation. Such freedom should be used judiciously and prudently to the end that it promotes the free exercise of intelligence and pupil learning.
- 4.402 Academic freedom is not an absolute. It must be exercised within the law and the basic ethical responsibilities of the teaching profession. Those responsibilities include:
  - a. An understanding of our democratic tradition and its methods.
  - b. A concern for the welfare, growth, maturity, and development of students.

- c. The method of scholarship.
- d. Application of good taste and judgment in selecting and employing materials and methods of instruction.

#### **4.5 Civil and Legal Rights**

- 4.501 The personal life of an employee is not an appropriate concern or attention of the governing board except as it may directly prevent the employee from performing properly his/her assigned functions during the work day.
- 4.502 Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal laws.

## ARTICLE 5

### District Rights

- 5.1 All matters not specifically enumerated as within the scope of negotiations in Government Code }3540 et seq. and/or designated as rights shared with the Association are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 5.101 The legal, operations, geographical and organizational structure of the District, including the chain of command, division, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees;
  - 5.102 The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement;
  - 5.103 The acquisition, disposition, number, location, types and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, services and activity functions assigned to such properties;
  - 5.104 All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standard of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed including educational (i.e., historically not performed by unit members unless the District must, to conform with federal and state law), support, construction, maintenance and repair services;
  - 5.105 The utilization of personnel not covered by this Agreement, including, but not limited to, substitutes, consultants, confidential, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel;
  - 5.106 The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, pupil health and safety, pupil conduct and discipline, transportation, food services, racial and ethnic balance,

extra curricular and co-curricular activities and emergency situations with respect to such matters;

- 5.107 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of unit members to any location and also to any facilities, classroom, functions, activities, academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening;
  - 5.108 The job classification and the content and qualifications thereof;
  - 5.109 The duties and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
  - 5.110 The dates, times and hours of operation District facilities, functions and activities;
  - 5.111 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
  - 5.112 The rules, regulations and policies for all unit members, students and the public;
  - 5.113 The retirement of unit members for age or disability; and
  - 5.114 The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- 5.2 All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 5.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
- 5.4 The District retains its rights to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency.
- 5.5 An emergency for the purposes of this Article shall be an act of God, or natural disaster such as, but not limited to earthquakes, floods, severe fires, major attack, plague, or a financial situation equivalent to one or all of the examples above.
- 5.6 In addition, the declaration of an emergency which temporarily amends, modifies, or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 5.7 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation, or interpretation of this Agreement.



5.8 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 7. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.

## ARTICLE 6

### Dues and Payroll Deductions

#### 6.1 Group Insurance Deductions

The district approves of and grants permission for the making of payroll deductions in handling of employee group insurance concerning health, hospital, payroll protection, accident, etc., policies of the employed personnel of the District, the premium for such policies being a charge against the earnings of the personnel covered by the policies.

#### 6.2 ORGANIZATIONAL SECURITY

- 6.201 Any unit member who is a member of the Elk Grove Education Association, CTA/NEA, or who has applied for membership, shall maintain that membership for the duration of this Agreement, and may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 6.202 Any employee who becomes a member of the bargaining unit after May 30, 1992, who does not make application for membership within thirty (30) days from the date of commencement of assigned duties after achieving permanent status shall become a member of the Association or pay to the Association a fee in an amount equal to the costs of representation, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided however, that the unit member authorizes payroll deduction for such fee in the same manner as provided in section 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in section 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code § 45061 and in the same manner as set forth in 4.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 6.203 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Elk Grove Education Association, CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds

exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

- a. United Way
- b. The American Cancer Society
- c. The American Heart Association

Such payment shall be made on or before October 1 of each school year.

- 6.204 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to section 3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of sections 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.
- 6.205 Any unit member making payments as set forth in sections 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 6.206 With respect to all sums deducted by the District pursuant to sections 1 and 2 above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 6.207 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article, and this shall be reciprocal on the District.
- 6.208 Upon appropriate written authorization from the employee, the District shall deduct from the salary of any unit member, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the District.
- 6.209 The Association agrees to indemnify, defend and hold the District harmless against any and all costs, claims or suits instituted against the District which allege illegality or unconstitutionality arising from its compliance with the provisions of this Article. The Association shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried, or appealed.
- 6.210 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days after such submission.

# ARTICLE 7

## Grievance Procedure

### 7.1 Definitions

- 7.101 A grievance is a claim that there has been a violation, misinterpretation, or misapplication of this Agreement or any Board Policies as cited in Article 1, Section 1.3.
- 7.102 A grievant may be any employee covered by the terms of this agreement or the Association.
- 7.103 A day is any day in which the central administrative office of the Elk Grove Unified School District is open for business.
- 7.104 The immediate supervisor is the administrator having immediate jurisdiction over the grievant.
- 7.105 A conferee may be an administrator, district staff member, district counsel, certificated employee counsel, or a representative of the recognized certificated employee organization.

### 7.2 Timelines

- 7.201 To insure the prompt resolution of grievances, specific time limits have been established; however, they may be extended as necessary with the consent of both parties.
- 7.202 If at any level or step the grievance is not resolved to the satisfaction of the grievant, it may be appealed to the next step in accordance with the established procedure.
- 7.203 If a grievance is not processed by the supervisor at any step in accordance with the time limits of this article, the grievant may appeal to the next step.
- 7.204 If a grievance is not processed by the grievant at any step in accordance with the time limits of this article, it shall be deemed withdrawn.

### 7.3 Informal Level

Before filing a formal written grievance, the grievant shall seek a resolution by an informal conference with the immediate supervisor.

**7.4 Formal Level—Step 1 (Building Level)**

- 7.401 Within fifteen (15) days after the grievant's awareness of a grievance (but in no case more than 30 days after the violation, misinterpretation, or misapplication of the provisions of this agreement) or the inability of the immediate supervisor and the grievant to work out an informal resolution, the grievant must present his grievance in writing on the appropriate form to the District grievance officer who shall time stamp it and send it to the immediate supervisor, (an example of the form is in Appendix A).
- 7.402 The statement shall be a clear, concise statement of the grievance and the specific section or sections of the agreement violated; the decision rendered at the informal conference and the suggested remedy sought. The grievance form will be signed by the grievant, the date and time of presentation affixed thereto, and signed as received by the immediate supervisor.
- 7.403 The immediate supervisor shall communicate a decision to the grievant in writing within ten (10) days after receiving the formal grievance.

**7.5 Formal Level—Step 2 (District Level)**

- 7.501 In the event the grievant is not satisfied with the decision at Step 1, then within fifteen (15) days of receipt of the decision, an appeal on the appropriate form may be made to the Superintendent or his designee after filing with the District grievance officer.
- 7.502 This statement shall include a copy of the original grievance, any decision rendered by the immediate supervisor, and a clear concise statement of the reasons for the appeal.
- 7.503 The Superintendent or designee shall render a written decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits.

**7.6 Formal Level—Step 3 (Arbitration)**

- 7.601 If the grievant is not satisfied with the decision of the Superintendent or designee, then he may, within ten (10) days after receipt of the decision by the Superintendent or designee, file a request in writing that the Association submit his grievance to arbitration after filing with the District grievance officer.
- 7.602 The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

- 7.603 Upon receipt of the notice, the District shall request a panel of arbitrators from the State Mediation and Conciliation Service. The District and the Association shall strike in turn until one name remains. The order of striking shall be determined by lot.
- 7.604 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations and procedures of the district. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon both parties to this agreement.
- 7.605 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the district and the Association. All other costs will be borne by the party incurring them.

## **7.7 General Provisions**

- 7.701 A conferee may be present at any conference or meeting of the grievant and the immediate supervisor or the Superintendent, if specifically requested by a party to the grievance. This should not preclude the right of either party to separately make an investigation of the facts without the presence or interference of a conferee.
- 7.702 Any person involved in the grievance process who intends to have a conferee(s) at any meeting shall give notice at least twenty-four (24) hours in advance of said meetings. Such notice may be waived by mutual consent.
- 7.703 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel files of any participant.
- 7.704 When it is necessary for a grievant, and his/her representative, or an employee requested to appear to attend a grievance meeting or hearing during the working day, such parties shall be released without loss of pay.
- 7.705 If a grievance arises from action or inaction of a person at a level above the school or department, the aggrieved person shall submit such grievance in writing and in accordance with Step 1, 7.402 to the Superintendent.
- 7.706 Appropriate forms for the filing and processing of grievances will be developed jointly by the Superintendent or designee and employee organization and provided by the district as necessary at the cost of the district.
- 7.707 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of an employee organization, or any other participant in the grievance procedure by reason of such participation.
- 7.708 A teacher shall be represented at all stages of the grievance procedure by himself/herself or at his/her option, by a representative selected by the Association. If a teacher is not represented by the Association or its

representative, the Association shall have the right to receive a copy of the grievance, the proposed resolution, and be afforded the opportunity to file a response prior to resolution.

## ARTICLE 8

### Hours/Job Description

#### 8.1 General Responsibilities

- 8.101 Teachers employed by the Elk Grove Unified School District work at the direction of the site principal, the principal's designee, or other appropriate administrative supervisor as determined by their assignment.
- 8.102 Teachers are responsible within the resources available for planning, implementing, monitoring, and assessing a classroom instructional program:
- a. Which is consistent with the current philosophy of the district;
  - b. Which pursues the goals for instruction and total student development adopted by the Board of Education;
  - c. Which reflects the specific goals for a school as adopted by the principal in consultation with school staff and district personnel; and
  - d. Which pursues specific objectives, developed by the teacher and approved by the principal, based on assessment of student needs in relation to the school and district goals.
- 8.103 Teachers will participate in the curricular and extra curricular school programs as part of their contractual obligation; in curriculum assessment and development activities; in the supervision, control, and advisement of all students.
- 8.104 Teachers are responsible for regular communication with parents to keep them aware of the:
- a. Goals and objectives of the instructional program for their students;
  - b. Progress of the individual students in pursuit of the class objectives;
  - c. Special needs or problems of students as observed by the teacher; and
  - d. Special accomplishments of students.
- 8.105 Curriculum/Instructional Communication: It is the responsibility of the teacher to communicate his/her curriculum and instructional plans and objectives to the students and to the parents.
- a. Each teacher will provide to each parent a description of the course, the expectations of students (homework patterns, projects, laboratory exercises,



field trips etc.) and other pertinent information so that parents can monitor their children's performance relating to the teacher's expectations.

- b. This communication is to be in writing, approved by the principal, and approved for every parent.

8.106 In addition to communicating the purposes and expectations of the instructional program, each teacher is responsible for a reasonable attempt to keep parents informed regarding the progress of their student(s).

- a. Each teacher shall provide parents with objective evidence of their student's progress at each grading period.
- b. Parents of students who are doing unsatisfactory work, failing to meet other expectations of the teacher, are to be notified when that condition becomes apparent to the teacher. Teachers should make every reasonable effort to get parent support and involvement to find a way to remedy the student's problem.
- c. No student should be assigned a failing grade if parents have not been alerted to the problem(s) in advance. If unusual circumstances did not allow for such notification, the failing grade must be approved by the principal and the circumstances reported to the parent.

8.107 Teachers are responsible for representing the district and their schools to the community and for helping to create and maintain a positive image of the district, school, and profession in the capacity of their employment.

8.108 Teachers shall carry out such other tasks as may be required by emergencies for the operation of the schools.

## **8.2 Instructional Responsibilities**

8.201 Teachers shall work a school day of 450 minutes (7 1/2 hours) within which the principal will schedule:

- a. A lunch break which provides a minimum of thirty duty free minutes. (The principal of each elementary school shall organize the teacher duty schedule in such a manner that no teacher has less than thirty minutes duty free lunch each day);
- b. An appropriate amount of time for direct teaching not to exceed 330 minutes (336 minutes for year round schools);
- c. Recesses and faculty breaks as necessary or required (every reasonable effort will be made to allow for ten consecutive minutes of non-instructional time every three hours);
- d. Before and after school "duty" time for staff;
- e. Preparation periods for grades 7th - 12th.

- f. To facilitate class size reduction at grades four through six, K-6 teachers will be provided preparation time of two hundred twenty-five minutes. This preparation time will be scheduled weekly within the school day as set out in Article 8.201. (Refers to the 450 minutes, 7 ½ hour work day.)
- g. It is the intent of the parties that preparation time will start the first day of school. If this is not feasible because of changes in program, personnel, calendar, or other factors, every effort shall be made between the principal and the staff to seek mutual solutions to approximate the contractual requirement for preparation time.
- h. It is the intent of the parties that the principals will examine these issues with staff, and individual members will be bound by any agreement between the principal and the staff.
- i. An exception to section 8.201 for Categorical Pre-Kindergarten Teachers is referenced in Article 22.1902.

8.202 Teachers shall attend faculty meetings when they are necessary to the operation of the school and scheduled by the principal. It is expected that two such meetings in a month would be adequate although special circumstances may require more.

8.203 Teachers shall attend such additional meetings of the entire staff, grade level staff, department staffs, or other staff groups as may be required by school, district, state or federal projects.

8.204 Meetings on track change days for teachers reporting for duty shall be conducted prior to student dismissal. On track change days after student dismissal, staff meetings can only be held for those not involved in roving or moving in or out of a classroom.

8.205 Teachers shall not be required in carrying out their instructional responsibilities to participate in more than a thirty-nine (39) hour week nor to attend more than two faculty or other group meetings in any week. If after school meetings total 90 minutes, teachers will not be required to attend other meetings that week outside of the 7.5 hour workday.

### **8.3 Planning Responsibilities**

It is expected that each teacher will make appropriate long-range and daily plans for his/her classroom teaching. It is recognized that such planning may need to be done outside of the defined working day.

8.301 Long Range Plans: These plans take the forms of goals and objectives for the year's instructional program which shall be submitted annually to the school principal for approval and adoption as a working document which may be modified by mutual agreement.

8.302 Daily Plans: Teachers will develop daily lesson plans; such plans in written form may be required when necessary by the principal.

- 8.303 Substitute Plans: A plan suitable for the use of a substitute teacher shall be kept on file in the school office or in a specified place in the classroom.

#### **8.4 Curriculum Assessment and Development Responsibilities**

It is considered part of each teacher's professional responsibility to participate in local school and district instructional improvement programs.

- 8.401 Curriculum Assessment. Typically, the work in this area during the school year will be evaluative and planning activities. Teacher participation during the school year will be limited to one school level or one district level committee.
- a. Such committees will schedule official meetings no more than once a month and agendas will be planned to require no more than one hour.
  - b. Committees may meet one or two all day or half day sessions for final report writing or other summarizing activities; such meetings require the approval of the Associate Superintendent of Instruction.
  - c. The district will provide released time or payment at adult school rates for the participants. Participation will be assigned in an equitable manner.
- 8.402 Development Responsibilities: Projects in these areas may evolve from school year committee work and usually occur in the summer.
- a. Committees will be established or approved by the Associate Superintendent of Instruction.
  - b. Membership on such committees will be voluntary and participants will be paid for such work at adult school rates.

#### **8.5 Non-Instructional Responsibilities**

- 8.501 PTA, PTSA, or Parent Club Responsibilities: An important source of community support for a school and the district is the school's parent organization. Teachers are encouraged to participate in the activities of such organizations.
- 8.502 Extra and Co-curricular Activities: These programs are considered part of the on-going total school program for which teachers share responsibility. Supervision of clubs, class organizations, athletics, dances, field days, and field trips are illustrative of the sorts of activities which teachers may be asked to accept.
- Each site will develop and implement an annual process to allow interested bargaining unit members and administrators to collaboratively review, evaluate and discuss adjunct duties. Site administrators have final approval of all adjunct duties based upon the guidelines and expectations that follow:
- a. Teachers will be given an opportunity to volunteer for specific supervisory duties during the first two weeks of the semester. A schedule of assigned duties will be posted.

- b. On occasion, principals may need to assign teachers to specific tasks when that is necessary, the principal shall make every attempt to maintain equity among the staff and give at least two weeks' notice prior to the event.
- c. The task(s) will be clearly described in advance of the activity. A secondary teacher will not be assigned to more than two such duties per semester. An elementary teacher will be assigned no more than approximately 16 hours of adjunct duty per year.
- d. Overall student supervision requirements (yard duty, bus duty, etc.) will be a factor to be considered to assure equitable adjunct duty assignments.

8.503 Community Representation Responsibilities: Teachers are encouraged to participate in community, non-school activities - political groups, service organizations, cultural programs, etc. - of their choice.

## Nurses

### 8.6 Work Day

- 8.601 Nurses shall work a school day of 450 minutes (7.5 hours) commensurate with the normal hours of the assigned school. The work load is not to exceed 375 minutes (6.5 hours) without the nurse being compensated by time off or by additional pay, at the appropriate per diem.
- a. A lunch break to provide a minimum of thirty (30) minutes or fifty-five (55) minutes if travel is required to another school.
  - b. The work day shall include appropriate amount of time for: health appraisal; health counseling; health education.
  - c. A ten minute break, morning and afternoon.
  - d. Prep period for secondary level to complete health related records.
- 8.602 Nurses shall attend faculty meetings when requested by the principal. Nurses who have multiple school assignments will not be required to attend more than two staff meetings in any month.
- 8.603 Nurses shall attend additional meetings of nursing staff, grade level, special education, county workshops, and other related health agencies.
- 8.604 Nurses shall work a school year commensurate with the approved school calendar to include 175 days and pre-service work days required of certificated personnel.

## **8.7 Planning Responsibilities**

- 8.701 It is expected each nurse will make appropriate long-range and daily plans for her professional duties.
- 8.702 Long-range plans: Goals and objectives for the year shall be submitted annually to the respective principal for consultation and recommendation, and the Director of Special Services for appraisal and approval.

## **8.8 Health Maintenance Responsibilities**

- 8.801 Conducts medical case finding, screening and referral activities related to health defects for all students in vision, hearing, and scoliosis.
- 8.802 Conducts a program directed toward the control of communicable diseases in the school and community, including immunization evaluation at appropriate grade levels.
- 8.803 Serves as a health education resource person to staff and pupils.
- 8.804 Assists in identification of safety and health hazards on school sites.
- 8.805 Provides health counseling services for pupils, parents, and school personnel.
- 8.806 Maintains a health record for each pupil.
- 8.807 Informs teachers of physical health liabilities of pupils.
- 8.808 Processes child abuse referrals in cooperation with school staff or community in accordance with state law.
- 8.809 Provides consultation and/or emergency nursing services for seriously ill or severely injured pupils at school.
- 8.810 Prepares required reports and forms pursuant to the management of the school health program.
- 8.811 Supervises assigned clerical personnel and pupil monitors.
- 8.812 Participates with Special Education in developing Individualized Educational Programs (IEP's).
  - a. Obtains medical reports when indicated.
  - b. Obtains health and developmental history from parent/guardian as indicated.
  - c. Assesses home environment in relation to child's need.
  - d. Evaluates health status of students.

- e. Is a member of the School Assessment Team and attends the meetings whenever the health assessment is important to the development of the Individualized Educational Programs.

## **8.9 Non-Nursing Responsibilities**

- 8.901 Nurses are encouraged to participate in parent group responsibilities whenever possible.
- 8.902 Community Representation. Nurses are encouraged to participate in community non-school activities, political groups, service organizations, cultural programs, etc., of their choice.
- 8.903 Assumes responsibility for continuing education and professional development of self and contributes to the professional development of others.

## **Library Media Teacher**

### **8.10 Definition**

Library Media teachers will plan, carry out, and evaluate the use of instructional materials, print and non-print, and related audio visual equipment for both groups and individual students.

### **8.11 Qualifications**

The minimum requirements are a valid California teaching credential with an additional credential in school librarianship. Additionally, demonstrated success, either in prior teaching, student teaching, and/or related experience, in meeting the intellectual, emotional, and physical needs of students, is required.

### **8.12 Instructional Responsibilities**

- 8.1201 Library Media teachers shall work a school day of 450 minutes (7.5 hours) which includes a minimum of a 30 minute lunch break.
  - a. At each school where a library media teacher is employed, the media library shall be considered a department. The department shall have a department head with the same authority and compensation as other department chairpersons - at not less than .02% on the additional compensation schedule.
  - b. Library Media teachers shall attend department head and faculty meetings when appropriate and scheduled by principal.
  - c. In those cases where the hours that the media library is open extend beyond the working day of one library media teacher, a sufficient number of

professional library media teachers shall be appointed so that staggered scheduling covers that extended program.

- 8.1202 Provide library media services including materials and equipment to meet instructional needs and interests of the students.
- 8.1203 Provide library media services, including materials and equipment, to support the instructional needs of the faculty.
- 8.1204 Provide reference services, compile bibliographies, and include reading guidance to students, both individuals and group.
- 8.1205 Plan and implement a program of instruction that teaches students the effective use of library media resources.
- 8.1206 Serve on the schools' curriculum committee and department head committees that establish school philosophy and direction.
- 8.1207 Create and maintain atmosphere in the library media center conducive to effective library use.
- 8.1208 Work closely with other staff members so that the library media center may be of maximum service to the instructional program.

### **8.13 Program Responsibilities**

- 8.1301 Assume total responsibility for the implementation of the library media program of the school.
  - a. Develop and recommend policies for the use of library media materials, print and non-print.
  - b. Develop and recommend policies for the use and distribution of audio visual equipment.
  - c. Prepare, recommend, and administer the adopted library media budget.
  - d. Prepare statistical, financial, and progress reports.
  - e. Develop and recommend the routines and regulations to implement the library media program.
  - f. Organize and supervise the circulation of library media materials.
- 8.1302 Cooperate with the administrative offices at school and district level in planning and implementing the educational programs of the school.
- 8.1303 Participate actively in library media and other educational associations for the benefit of the media librarian's own professional improvement.

- 8.1304 Evaluate the library media program, services and materials in terms of local needs, and state, regional, and national standards.

#### **8.14 Technical Responsibility**

- 8.1401 Schedule, train, and supervise the adult library media staff.
- 8.1402 Select, supervise, and train student library media assistants.
- 8.1403 Provide for evaluation, selection, acquisition, cataloguing, processing, and circulation of library media materials.
- a. Provide an opportunity for faculty and student participation in the selection of library media materials.
  - b. Provide assistance in the ordering, processing and distribution of textbooks.
  - c. Prepare and complete such forms, records, and reports as may be called for in the management of the school.

### **School Counselor**

#### **8.15 Philosophy**

Learning best occurs when students are growing towards their fullest potential, their self-actualization, and their striving for perfection as individuals. To this end, the counselors aim their services. Counseling has been described as the face to face meeting of the counselor and counselee. Within the guidance services, counseling may be thought of as the core of the helping process, essential for the proper administering of assistance to students as they attempt to experience themselves in all spheres. It is the counselor's duty to assist the students in achieving a level of self-awareness so that the students can make good decisions and optimum use of their academic preparation. To do this, counselors encourage students to seek counseling services outlined below and work collectively with other school personnel to satisfy needs of each individual student.

#### **8.16 Educational Duties**

- 8.1601 Advise students in class selections.
- 8.1602 Advise students in graduation requirements.
- 8.1603 Helping students in decision making process regarding future plans.
- 8.1604 Help identify and counsel students with special needs, i.e. GATE students, potential drop outs, truants, academic failures, special education students, and students with behavioral and social/school adjustment problems.



- 8.1605 Act as consultants on school appraisal team, curriculum committees, and to other school personnel.
- 8.1606 Act as liaison to students, school personnel, community agencies, and families.
- 8.1607 Attend conferences and workshops for professional growth.
- 8.1608 Orient new students to school programs and activities.

**8.17 High School Counselor**

- 8.1701 Assist students in planning academic alternatives, i.e., concurrent enrollment, G.E.D., California High School Proficiency Test.
- 8.1702 Assist post high school counselor in providing educational experiences on and off campus, i.e., touring campuses, technical schools, industry, and business providing college readiness class, etc.
- 8.1703 Work closely with career counselor to coordinate guidance functions.

**8.18 Career Counselor**

Although the career counselor will have the primary responsibility for the career guidance aspect of the school counseling program, it is recognized school counselors will provide career counseling as a normal part of their duties.

**8.19 School Related Counseling**

- 8.1901 Counsel students individually regarding truancy, behavior, school/social adjustment, dropping out, decision making, learning disorders to make educational goals more relevant and recommend available alternatives.
- 8.1902 Counsel students individually for the purpose of identifying and modifying personal assets and limitations, problems, communication skills and survival skills.
- 8.1903 Facilitate counseling groups to expand counselor/student contacts and enhance the interpersonal process.
- 8.1904 Provide crisis counseling.
- 8.1905 Counseling with families to help students with school and social adjustment problems.

**8.20 Supervisory**

- 8.2001 Supervise counselor interns.

- 8.2002 Supervise counselor paraprofessionals and clerical personnel.
- 8.2003 Supervise guidance office assistants.

**8.21 Program Development**

- 8.2101 Administering and evaluating needs assessments regarding counseling and guidance functions.
- 8.2102 Responsible for developing and implementing a guidance program.

**Head Counselor**

**8.22 Brief Description of Position**

Plans, supervises, and coordinates the counseling and guidance program in a secondary school.

**8.23 Major Duties and Responsibilities**

- 8.2301 Provide leadership in the continuous evaluation, interpretation, and implementation of the counseling and guidance program.
- 8.2302 Prepare and administer annual guidance budget.
- 8.2303 Schedule regular meetings for counselors and prepare agenda.
- 8.2304 Call special meetings for counselors at appropriate times.
- 8.2305 Supervise the work of counselors, paraprofessionals, social workers, clerical staff and Career Center Technicians.
- 8.2306 Represent the Guidance Department at all Steering Committee meetings or send a representative from the guidance staff if unable to attend.
- 8.2307 Assume the responsibility for a close working relationship between counselors and administration and counselors and teachers.
- 8.2308 Coordinate the allocation of job tasks and provide adequate time for completion of these tasks.
- 8.2309 Assist in the establishment and maintenance of good community-school public relations.
- 8.2310 Maintain running inventory of all department equipment.

**8.24 Head Counselor**

The Head Counselor will receive additional compensation in salary which is commensurate with other department chairpersons.

**8.25 Selection**

8.2501 Must be a member of the counseling staff.

8.2502 Appointment by principal and recommendation of counseling staff.

**Post Secondary/Financial Aide Counselor**

8.26 The post secondary/financial aide counselor plays a unique and vital role in the transition between secondary education and post high school activities of the student.

8.27 Prior to graduation, students face a variety of decisions concerning post secondary plans, including education, employment, financial aid, and independence. In addition, students are involved in a wide variety of tasks - completing graduation requirements, participating in various testing programs, and applying for schools, employment, training and financial aid.

8.28 The post secondary counselor shall provide intensive assistance and up-to-date information to graduating seniors. In addition, the post secondary counselor shall work closely with the career guidance counselor to implement the goals and objectives of the career guidance program in the district as they pertain to senior students.

8.2801 Financial aid and scholarship counseling.

8.2802 College orientation (trips and liaison).

8.2803 College admissions and preparatory test (ACT, SAT, PSAT, National Merit).

8.2804 Identifying alternatives to college

8.2805 Identifying vocational and educational goals of students and recommending available alternatives.

8.2806 Educational and career counseling (individual and groups)

8.2807 Advise students regarding post secondary education.

8.2808 Administer and interpret vocational testing.

8.2809 Supervise transcript evaluation for vocational and educational planning; assist in post secondary job placement; supervise applications for State Proficiency Test and G.E.D. testing; college and industry speaker coordination; inform parents about post secondary school planning regarding their students; coordinate information to teachers and counselors regarding post secondary school planning;

supervise post secondary school and career paraprofessionals in assisting in performing the duties of the post secondary school counselor.

## **Career Guidance Counselor**

### **8.29 Philosophy**

The Career Guidance Counselor plays a central role in a career education program. It is his/her duty to assist the student in achieving such a level of personal awareness that the student can make good decisions, arrive at a personally meaningful set of work values, and make optimum use of his/her academic preparation. In addition, the career guidance counselor can be instrumental in ensuring that students are equipped with career decision making skills, job seeking and retention skills, inter-personal skills that will allow them to succeed at work, adequate career information and awareness of educational-vocational opportunities. The student should also have an awareness of the means available for changing career choices and the social and personal constraints that impinge upon career alternatives.

### **8.30 Duties**

- 8.3001 Works collectively with faculty, staff, students, and administration in the development of a career education and career guidance program.
- 8.3002 Assists District Career Education Coordinator in coordinating needs assessment; coordinates formulation of goals and objectives of Career Guidance Program; develops strategies to meet goals and objectives.
- 8.3003 Coordinates existing and planned services in career education and guidance, 9-12.
- 8.3004 Works in cooperation with other career education and guidance personnel, including Work Experience Coordinator, ROP Counselor: as well as community services such as Comprehensive Youth Program.
- 8.3005 Acts as a resource person to faculty and staff.
  - a. Assists faculty in implementation of classroom infusion of career education.
  - b. Assists counselors in delivery of career guidance in individual and group counseling.
  - c. Trains staff.
- 8.3006 Coordinates community resources.
- 8.3007 Supervises maintenance and organization of Career Center, Career Center personnel, Career Library; provides for career testing services and ensures availability of information resources.

- 8.3008 Provides career guidance to students and assists other counseling staff in providing career guidance to students.
- 8.3009 Assists in career test interpretation.
- 8.3010 Organizes and assists with group and individual career counseling including personal awareness, interests, aptitudes, skills, strengths, communication skills, values clarification, goal formulation, career planning.
- 8.3011 Organizes and assists with group counseling workshops on decision making skills, problem solving, job seeking and retention skills, career information.
- 8.3012 Pursues personal in-service program to update and improve counseling skills and maintain up-to-date knowledge of trends in business and industry.

### **Speech-Language Pathologist (SLP)**

#### **8.31 Work Day**

- 8.3101 Works a school day of 450 minutes (7.5 hours) commensurate with the normal hours of the assigned school. A lunch break will be provided with a minimum of thirty (30) minutes duty free excluding travel time.
- 8.3102 Serves as member of school staff, assuming reasonable extra responsibilities which do not limit primary function. Specialists assigned to more than one site should have such responsibilities assigned in consideration of their individual situations, with the director determining an equitable assignment of such responsibilities if necessary and if assigned to more than one site.

#### **8.32 Duties and Responsibilities**

- 8.3201 Directly responsible to Director, Special Services with input from site administrator.
- 8.3202 Accepts and processes referrals from teachers, psychologists, parents, administrators, physicians and other agency personnel through the Student Study Team process.
- 8.3203 Provides speech and language screening as need is determined by specialist. Selects, administers and interprets diagnostic tests to identify the language, speech and hearing needs of referred students including legally mandated triennial reassessments of special education students; determines when the communication handicap is the primary handicapping condition and conveys this information to the Individual Educational Plan (IEP) Team.
- 8.3204 Writes diagnostic reports, makes recommendations to SST/IEP Team members, and facilitates referrals to other agencies, clinics, etc., when needed.

- 8.3205 Prepares appropriate (IEP's) for students who meet eligibility criteria for the program established by the state. The state also establishes a "recommended maximum average caseload" of 55 per full-time special education position. If eligible students exceed this number, the SLP specialist establishes priorities in caseload selection. Language, speech and hearing specialists working under AB2666 shall have a maximum class load of 40 per full-time position.
- 8.3206 Implements effective remediation strategies and behavioral management techniques to individuals enrolled in therapy to comply with legally mandated requirements.
- 8.3207 Organizes and maintains records as required by law and district policy.
- 8.3208 Monitors and facilitates student progress and re-evaluates this progress on an annual basis.
- 8.3209 Develops schedule which balances time available for diagnostic assessments, direct services to students, consultation to parents and staff members, SST/IEP meetings, district staff meetings and other responsibilities, as required.
- 8.3210 Consults with parents, teachers, administrators and other specialists regarding the language, speech and hearing needs of students.
- 8.3211 Serves as an integral member of the IEP Team at each school site and as appropriate, on the site student study team.
- 8.3212 Establishes and maintains positive relationships with district personnel, parents, students, and community members.
- 8.3213 When appropriate, plans and presents in-service training regarding language, speech and hearing disorders and Special Education procedures.
- 8.3214 Communicates program needs to Director, Special Services, and/or site administrator, when appropriate.
- 8.3215 Assists in the evaluation of overall program effectiveness, including professional growth needs.
- 8.3216 Specialists will have representation on district committees and input into the decision making process in matters relating to the language, speech and hearing program.
- 8.3217 SLP Liaison

LSH unit members shall recommend a LSH Liaison to the District for a two year term. The District shall make the final decision regarding the LSH Liaison assignment. The LSH Liaison duties shall be determined by the District with input from EGEA and shall be in addition to their regular LSH job duties. The LSH Liaison shall not be responsible for or involved with the direction or assignment of other LSH unit members. The LSH Liaison shall be paid an annual adjunct duty stipend.

- 8.3218 SLP specialist are not required to perform adjunct duties.

## ARTICLE 9

### Calendar

- 9.1 In a traditional/modified traditional calendar work year, the teacher work year will be 184 teacher work days with 180 student instructional days. One full teacher work day will be dedicated to district professional development.
- 9.2 The year-round calendar shall include 175 work days with 171 student instructional days. The configuration of the time will be arranged in such a fashion as to maximize the educational advantage to students. Instructional time will be available to local schools to use for concentrated efforts in basic skill training, including but not limited to mathematics instruction, training, language instruction, testing skills, and reading instruction. The District shall provide assistance in curriculum materials to minimize the preparation responsibility for the classroom teacher. Before a decision is made concerning the appropriate instructional program, a collaborative effort will be made with local staffs. One full teacher work day will be dedicated to district professional development. If a professional development day cannot be scheduled immediately before or after a track change day, then affected off-track teachers will be offered an alternative staff development day which is immediately before or after a track change day.
- 9.3 Teachers shall not be required to perform services for the Board, including but not limited to attendance at Board workshops, tours, or civic meetings, for more than three school days for year round and four days for traditional/modified traditional adjacent to the school year.
- 9.4 The parties agree to develop school calendars for 2014-2015, 2015-2016 and 2016-2017 by February 3, 2014.

# ARTICLE 10

## Working Conditions

### 10.1 Physical Environment

The physical environment within which instruction occurs should contribute rather than interfere with the educational process. Within the financial limitations of the district and the facility limitations at each school, principals and staff will work together to provide the best possible environment for teaching and learning. The District's goal is to gain recognition from the Association that it often has limited options in resolving facility problems and has and will make good faith efforts to resolve facility issues. The mechanism for dealing with facility issues will be an EGEA advisory committee which will advise the District of problems and work with the District for resolution.

### 10.2 Safety

- 10.201 School facilities shall be available for safe use at least one week prior to the first day of required student attendance.
- 10.202 Certificated personnel shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety, or well being.

### 10.3 Preparation Time

- 10.301 Each 7-12 regular classroom teacher unit member shall have one preparation period daily. Where this contract provides for preparation time within the instructional day, (Article 8, Section 8.201 e.) rules and regulations will provide for the use of such time.
- 10.302 Teacher preparation periods will not be available for administrative assignment.
- 10.303 When modifications in school schedules make classrooms unavailable to teachers, suitable space for preparation and work will be provided.
- 10.304 Pre-Service Work Day Meetings: Site level administrators will make every attempt to limit large group faculty meetings to four hours during the second pre-service work day. If special circumstances warrant additional meeting time that day, the principal will consult with the staff in an attempt to leave adequate time for individual teacher preparation, grade level and/or department meetings, classroom preparation and other concerns.



## **10.4 Facilities**

- 10.401 The Board shall provide certificated personnel with:
- a. A convenient place in which personal belongings can be secured.
  - b. Adequate chalkboard/whiteboard space or overhead projection facilities for instruction.
  - c. Access to basic reference materials.
  - d. Adequate storage space in each classroom for current instructional materials.
  - e. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility.
- 10.402 It shall be the purpose of the Board to make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for personnel use. Provision for such facilities will be made in all future buildings.
- 10.403 Telephone facilities shall be made available to certificated personnel for school purposes.
- 10.404 Adequate off-street parking facilities shall be provided and properly maintained and identified as being for use of school personnel.
- 10.405 The custodial schedule will be designed so that rooms are kept clean. This recognizes that some instructional programs require more custodial time and/or personnel than other instructional programs. Rooms will be cleaned according to need rather than according to the clock.

## **10.5 Clerical and Bookkeeping Activities**

The Board agrees to seek ways which will result in reduction of clerical and bookkeeping activities by certificated personnel.

## **10.6 School Budget Development**

Within the per pupil allowance and existing staff ratios, the District agrees that faculty input must be included in school budgetary development in order to assure that supplies and equipment are provided to prepare instructional materials needed by the staff.

## **10.7 Severely Handicapped Students**

Every effort will be made to balance the number of severely handicapped students who are assigned to general education classrooms for their primary placement among elementary classrooms.

**ARTICLE 11**  
***SEE APPENDIX H***

**Transfer and Reassignment**

**11.1 Definitions**

- 11.101 Transfer shall mean a change in the unit member's work location from one school or work site to another school or work site within the District. Such transfer does not include assignment or reassignment of specific positions and responsibilities within the school or department. Unit members assigned to more than one work site shall be considered transferred only when moved from one District-wide program to another. A transfer may be initiated by a unit member (voluntary) or by the District (involuntary).
- 11.102 Reassignment shall mean a change in the unit member's grade level (K-6) or department assignments (7-12).
- 11.103 See Article 22.1903 for Categorical Pre-Kindergarten Teacher transfer provisions.

**11.2 Transfer—General Provisions**

- 11.201 Open Application Period. A unit member may apply, according to the procedure in 11.3, for any vacancy or new position occurring prior to the first student attendance day of the school year.
- 11.202 Advertisement of Vacancies. When a vacancy occurs, an announcement of the vacancy shall be made first to unit members who have a transfer request on file. The announcement will be posted in each school no fewer than ten (10) days prior to the filing deadline. The announcement will include all relevant information regarding the vacancy:
- a. Location of the vacancy.
  - b. Description of the vacancy (grade level, subject matter, co-curricular assignments).
  - c. Credential and experience requirements.
  - d. Starting date.
  - e. Application deadline.
  - f. Interim or permanent nature of vacancy.

- 11.203 A comprehensive listing of anticipated vacancies for the following school year shall be sent to each unit member no later than the first Friday in March.
- 11.204 Within ten (10) working days of the filling of certificated vacancies, the district shall notify applicants of the outcome of the process.
- 11.205 Upon written request, the district shall provide a unit member the reasons for not being selected for a position for which he/she specifically applied.

**11.3 Voluntary Transfers**

- 11.301 A unit member may request a transfer for the following school year by filing, no later than the third Friday in February for the first round and the third Friday in April for the second round.
- 11.302 Transfer to specific site. The applicant must complete a "Request for Transfer" form in triplicate for each specific school site he/she is interested in. One copy is retained by the files; two are sent to the Human Resources Department. One will be sent to the Principal(s) of the school(s) in which a vacancy occurs, by the Human Resources Department.  
  
Transfer to unidentified site. Applicants willing to consider placement in any open position that becomes available should complete an "Open Transfer Request" form.
- 11.304 Positions which become available through attrition and the initial transfer cycle (between third Friday in February and second Friday in April) exclusive of unassigned growth positions will be posted for transfer between the second Friday in June and the last Friday in June.
- 11.305 When a vacancy occurs during the school year, such a vacancy shall be filled on an interim basis for the remainder of the school year. If the position becomes permanent for the following year, a vacancy announcement shall be advertised as provided in 11.201 above.
- 11.306 The district shall designate 25% of the budget authorized unassigned growth positions as Temporary for the year within which they occur. If these positions become permanent, they shall be posted for transfer the following year, and be advertised as provided in 11.201 above.
- 11.307 Transfer requests will be considered in terms of two criteria:
  - a. Qualifications of the applicant for the vacancy in terms of credential(s), experience, competence, interest, commitment, bilingual certification, past evaluations and recommendations.
  - b. When all other relevant criteria are equal, district-wide seniority.
- 11.308 When a transfer or reassignment request does not result in a transfer, the employee shall, upon written request, be provided the reasons in writing.

11.309 No employee shall be overtly or covertly pressured to seek a transfer.

#### **11.4 Involuntary Transfers Due to Staff Reduction**

11.401 When a school site must reduce its staff and no unit member volunteers to transfer, the district has the right to transfer from the unit members, the unit member with the least district-wide seniority.

11.402 Unit members being considered for involuntary transfer under this section shall be provided a list of existing vacancies and have the right to indicate in writing his/her preference(s). Unit members shall have the right to a placement conference for at least two (2) positions, should two or more vacancies occur simultaneously.

11.403 When employees are transferred under this section, they shall upon written request be given the reasons for such transfers in writing.

11.404 Involuntary transfers shall not be punitive or disciplinary in purpose.

11.405 Involuntary transfers due to staff reduction must be completed prior to the voluntary transfer process.

#### **11.5 Involuntary Transfers Due to Administrative Necessity**

11.501 Transfers for administrative necessity shall be recommended to the Assistant Superintendent for Human Resources by the site principals. The reasons for such transfer shall be delineated in writing by the site principal and delivered to the Assistant Superintendent for Human Resources who shall provide a copy to the affected teacher.

11.502 Employees being considered for involuntary transfer under this section shall be provided a list of existing vacancies and have the right to indicate, in writing, a preference.

The preference shall be given consideration in terms of the following criteria:

a. Qualifications of the unit member for the vacancy in terms of credential(s), experience, competence, interest, commitment, bilingual certification, past evaluations and recommendations.

b. When all other relevant criteria are equal, district-wide seniority.

11.503 When employees are transferred under this section, the District will consult with the Association prior to making the final decision on the transfer and/or possible remediation. The consultation will be designed to allow for meaningful input to the District concerning the actual necessity for the transfer. Affected employees shall be given the reasons for such transfers in writing.

## **11.6 Transfers—Staffing a New School**

- 11.601 In determining which currently employed staff will be transferred to staff a new school, the primary consideration will be to establish and/or maintain:
- a. Total staffs in each school whose teaching competencies, experience, credentials, and extra-curricular expertise fit the needs of the student population.
- 11.602 Within the limits prescribed above, teacher preferences for assignment and school location will be taken into account. When all other criteria are equal, teacher preference and seniority within the district shall be the determining factor.
- 11.603 In each such situation, the process will begin with distribution to each school of a listing of all probable positions and request for transfer forms for employees' use.

## **11.7 Reassignment**

- 11.701 To the extent possible, the principal will notify staff of pending grade level assignments during the open application period. At that time, any unit member shall have the right to request a reassignment in writing to the site administrator.
- 11.702 Such requests for reassignment shall be considered in terms of the following criteria:
- a. Qualifications of the unit member for the vacancy in terms of credential(s), experience, competence, interest, commitment, affirmative action hiring goals, bilingual certification, past evaluations and recommendations.
  - b. When all other relevant criteria are equal, district-wide seniority.
- 11.703 When a reassignment request does not result in a reassignment, the employee shall upon written request be provided the reasons in writing.
- 11.704 Upon written request, unit members shall be given a written explanation of the reasons for reassignment that was not requested by the unit member.
- 11.705 Unrequested reassignment during the school year shall be preceded by one (1) working day for preparation and lesson planning.
- 11.706 Reassignment shall not be punitive or disciplinary in nature.

## **11.8 Year Round**

- 11.801 If an involuntary track change must be made, the principal should attempt to resolve which teacher must be transferred collaboratively with the teachers affected (if the teachers are available). If all factors related to the decision are

equal and the collaborative efforts have failed, then the teacher with the least seniority shall be changed. The decision shall be made in a timely manner.

## **11.9 Transfer for Unit Members Downsized**

- 11.901 Prior to posting the transfers, the process of downsizing will be explained to a school or department where there may be downsizing. Before the first transfer round is completed, another meeting will be held with a school or a department to finalize required downsizing and seek volunteers for open positions. An EGEA Representative and an Human Resources administrator will cooperatively conduct these meetings. If there are more volunteers than needed, 11.307 will be followed.
- 11.902 If no volunteers are forthcoming, then the least senior person may choose to transfer prior to the completion of the first round or wait until the conclusion of the second transfer round before making his or her choices. Given the process, the choices offered then may not be the same, but a unit member will be offered no fewer than two placement options.
- 11.903 Those positions which are impacted will be held. If the downsized positions are elementary, then the appropriate number of elementary assignments will be held. If the downsized positions are secondary, then the appropriate number of positions will be held by department, but there will be no overall hold in hiring.

## **ARTICLE 12**

### **Personnel Records**

#### **12.1 Content**

- 12.101 Personnel records shall be kept on all current employees and shall include the following:
- a. Certification status
  - b. Evaluations
  - c. Changes of status
  - d. Other related materials
  - e. A separate folder containing each employee's salary information shall be retained in the payroll department
  - f. A file shall be kept of the records of all resigned and retired employees
- 12.102 An employee of the district shall have the right to review the contents of his/her own personnel files maintained in the district's central Human Resources Department or the office of the principal. A designated employee organization representative may, at the certificated employee's request, accompany him/her in this review.
- 12.103 A certificated employee shall be provided a copy of all material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such materials within ten (10) working days of receipt of the materials. The person or persons who draft and/or place material in a certificated employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. The written response shall be attached to the material.
- 12.104 Any negative comment regarding certificated employee performance shall be placed in the certificated employee's file on or before the evaluation following the incident giving rise to the comment.

#### **12.2 Access**

- 12.201 Access to personnel files shall be limited to the members of the Management Team on a need to know basis. The contents of all personnel files shall be kept in the strictest confidence.

- 12.202 All personnel files will be considered confidential and will not be available to persons other than the employee and those authorized by the Superintendent as specified in the rules and regulations.
- 12.203 All written materials files (except for those prohibited by law) shall be available for inspection by the employee involved in the presence of an administrator by appointment.
- 12.204 The administration shall keep a log indicating the persons who have requested to examine a personnel file as well as the dates the requests were made. Such log shall be available for examination by the certificated employee organization representative, if so authorized by the certificated employee.

### **12.3 Retired Employees**

A file shall be kept for all resigned or retired employees, including such essential information as shall seem appropriate to the administration.



## ARTICLE 13

### Certificated Personnel Evaluation

#### 13.1 Purpose

- 13.101 The purpose of evaluation is the improvement of the instructional program and services and thereby the improvement of the quality of education for children, youth, and adults, as well as compliance with the Education Code.
- 13.102 Evaluation shall be a comprehensive one based upon a district-wide statement of philosophy and goals and standards of expected progress. The program will be uniform throughout the district.
- 13.103 Evaluation and assessment shall apply to all unit members.
- 13.104 Evaluation and assessment of professional personnel under this program shall be a continuous, year-round process. A copy of the district calendar and schedule for the evaluation of teachers shall be posted on the faculty bulletin board of each school within three (3) weeks of the first day of student attendance of each year. This calendar shall not be changed during the school year of its posting.

#### 13.2 Criteria

Evaluation and assessment of the competence of certificated personnel under this program shall include but shall not be limited to consideration of (a) the progress of pupils toward established standards of expected achievement, (b) the instructional techniques and strategies used by the employee, (c) the employee's adherence to curricular objectives, and (d) evidence regarding proper control and the preservation of suitable learning environment. Appropriate forms shall be developed for the collection of data pertaining to the factors herein specified.

- 13.201 The District and EGEA agree to incorporate the California Standards for the Teaching Profession into the Evaluation forms beginning July 1, 2002.

#### 13.3 Procedure

- 13.301 Procedures for the evaluation and assessment of certificated personnel may involve more than one evaluator. However, one person shall be designated as the evaluator with responsibility for making the summary assessment report in writing and submitting a copy to the certificated person assessed.

The evaluator making the actual report shall arrange a conference before the end of the school year with the person evaluated to discuss the evaluation. He/she shall then file in the records of the evaluatee a statement regarding the conference with a copy of the written assessment and any written response the evaluatee may wish to submit. The certificated employee may submit a written response within fifteen (15) working days of receipt of the evaluation.

- 13.302 Each person evaluated shall have the opportunity to participate in the setting of the specific objectives and achievement appraisal in light of which he/she will be assessed.
- 13.303 An evaluator shall meet with the evaluatee, at the evaluatee's request, concerning the desired outcome of the specific educational setting to be evaluated.
- 13.304 Written evaluations and the summary assessment report of such certificated employee shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement. The evaluator shall thereafter confer with the employee and endeavor to assist the employee in areas of unsatisfactory performance. A record of such conferences shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to the employee. An employee may elect to include a unit member at a second and succeeding evaluation conference if the first evaluation conference is unsatisfactory to the evaluatee.
- 13.305 Attention is called to specific provisions of the statute not repeated herein: written evaluations and assessments shall be transmitted to the employee not later than thirty (30) days before the last school day on the school calendar in which it takes place; a written assessment of probationary personnel shall be made at least once each school year and at least once every other year for personnel with permanent status, and at least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the school district, are highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluations rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.
- 13.306 The forms and procedures for evaluation shall be developed in accord with the above. A common evaluation form will be developed which will recognize the diverse responsibilities of the various classes of certificated personnel. These forms shall be developed by the district in consultation with the Association.

#### **13.4 Scope**

- 13.401 The evaluator and the evaluatee will each select one standard from the California Standards for the Teaching Profession (CSTP) for focus in the evaluation.
- 13.402 These predetermined areas of focus will contain the most in-depth analysis.
- 13.403 The evaluation will be limited to evaluative judgments (e.g. “meet or does not meet standard”) for only those two selected CSTP’s, and the overall summative evaluation will be based upon only those two selected standards.
- 13.404 If the evaluator determines there is an additional issue that in his or her sole judgment requires an additional CSTP to be evaluated, the evaluator upon notice to the evaluatee may add one additional CSTP. Such notice shall either be in writing or via email to the evaluatee’s district email address delivered prior to the close of business on the last school day before Winter Break for that site or program, regardless of the track or work calendar of the evaluatee. In this case,

each of the three CSTP's may then contain evaluative comments, and the summary evaluation shall then be based upon the three selected CSTP's.

- 13.405 At the end of a 5-year evaluation cycle, evaluative judgments (meets and exceeds or does not meet) may be made, in up to six CSTP's, in addition to the summative evaluation with an emphasis on the two standards.
- 13.406 Early termination of the 5 year cycle because of an administrator concern will activate the rules governing the two year cycle.
- 13.407 The evaluator is not in any way limited or restricted from making comments, offering evidence or stating the impact resulting from the evaluatee's need for improvement, calling attention to deficiencies in practices or performance, or from making any other comments in the CSTP's not selected for evaluation. However, the evaluator is precluded from making evaluative judgments (e.g. "met or did not meet standard") regarding those CSTP's.
- 13.408 Work plans shall be derived from the CSTP's being evaluated. However, a work plan for one or more CSTP's does not limit or prevent the evaluator from selecting different CSTP's in a subsequent year's evaluation. Work plans may have requirements regarding remediation activities in the year or years following an evaluation and the activities specified are independent of the standards selected from the subsequent evaluation.
- 13.409 The current evaluation form shall be modified by the addition of a summative check box that states, "If concerns exist regarding standards other than those being evaluated – Evaluation in all six standards may be required next year".
- 13.410 The provisions in Section 13.4, titled "Scope", apply to permanent (tenured) teachers only.
- 13.411 Probationary temporary staff will be evaluated in all six CSTP areas.
- 13.412 Evaluation documents and job descriptions will be modified based upon adopted changes to the California Standards for the Teaching Profession.

## **13.5 Grievance**

Grievances pertaining to this article shall be limited to the procedures herein.

## ARTICLE 14

### Hiring Ratio

#### 14.1 K-6 Hiring Ratio

- 14.101 The hiring ratio of grades K-6 shall be at most 28:1.
- 14.102 The total teacher time will be allocated to school staffs by dividing the projected enrollment by 28. The resulting personnel allocation will be deployed by each school principal in consultation with the school staff in order best to meet the specific instructional needs of that school's students while providing as nearly equivalent total work loads as possible for the staff.
- 14.103 Class Size Reduction in Grades K-3. The District and EGEA acknowledge the desirability of lower class sizes and want to participate in the State incentive program at grades Kindergarten through third grade (as allowed by State Law).
- 14.104 All elementary schools will have 4-6 CSR of 26:1 plus one Computer Resource Teacher per school site, to be implemented by July 1, 2006.

#### 14.2 Hiring Ratio

- 14.201 The hiring ratio of grades 7-12 shall be at most 32:1.
- 14.202 In addition to the regular hiring ratio at the middle schools, there shall be one FTE for the Results program; and in addition to the regular hiring ratio at the comprehensive high schools, there shall be two FTE for the Results program.
- 14.203 The Results program shall be restricted to the following core academic areas—Mathematics, English, Social Science, and Science. These funds can be used to enhance the numbers of sections offered for specialized low enrollment classes designed to improve the substandard performance of students who most need assistance and/or improve opportunities for students to take accelerated courses.

#### 14.3 Safety and Learning Variables

- 14.301 Safety and learning variables associated with classroom organization shall be considered in the assignment pattern for class size.

## **ARTICLE 15**

### **Teacher Safety**

- 15.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. Employees shall not be required to intercede in altercations at school related public events under circumstances that would be likely to cause serious risk of bodily harm.
- 15.2 An employee may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 15.3 Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior and to local law enforcement agencies. Such notification shall be immediately forwarded to the Superintendent who shall report it to law enforcement and who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- 15.4 If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, such employee may request the district to furnish legal counsel to defend him/her in any civil action or proceeding brought against him/her, within the limits set by law.

## ARTICLE 16

### Complaints

#### 16.1 Purpose

- 16.101 Expressing its faith in the competence of the district's personnel, it is the policy of the Elk Grove Unified School District to maintain the highest quality of education and to encourage free and open communication from individuals or groups within the community regarding compliments, suggestions, and complaints about any part of the school program or any employee of the school district.
- 16.102 Members of the community will be encouraged to register such communication with the appropriate office. However, this is not to be construed as inhibiting anyone's right to contact board members directly. The board member shall direct the individual to the appropriate office.
- 16.103 The Superintendent shall develop administrative procedures in support of these policies and take appropriate action to communicate board policy and procedures to the entire community.

#### 16.2 Complaints About Materials

- 16.201 Citizens of the school community may register their criticism with the school authorities. All criticism must be presented in writing on the district form.
- 16.202 Questioned material shall not be removed from student use until the committee has reached a decision unless the principal believes the materials are inappropriate for usage pending committee determination.
- 16.203 A district committee will evaluate the materials being questioned and make recommendations concerning it. Membership in the district committee to handle challenged or questioned materials will consist of the administrator involved, the librarian involved, a parent representative, the department head, or another classroom teacher and the district multi-media person.
- 16.204 Review of questioned materials should be treated objectively, unemotionally, and as an important routine action. Every effort should be made to meet with those persons or groups questioning school materials to consider their objections, keeping in mind the best interests of the students, the community, the school and the curriculum, and to bring about a meeting of minds of the question under consideration.
- 16.205 The report of the committee should be completed as rapidly as possible. The committee's recommendation shall be sent in writing to the complainant.

- 16.206 The school authorities may call in representative citizens of the community or the school for consultation.
- 16.207 In the event that satisfaction is not reached, the complainant has the right to go before the Board of Education.

### **16.3 Complaints About Personnel**

- 16.301 The normal channel for complaints concerning school personnel shall be from complainant to employee to principal to Superintendent to Governing Board. Every effort will be made to satisfy the complainant at the earliest possible stage. Complaints not resolved at the point of origin must be submitted in writing before further processing.
- 16.302 The district administration shall cooperate with the complainant and aid in the preparation of any formal complaint, so as to quickly and easily meet the informational requirements of these rules. Copies of these rules regarding the submission and handling of all such complaints shall be made freely available.
- 16.303 Whenever a complaint is made directly to the Governing Board as a whole or to the Governing Board member as an individual, it shall be referred to the Superintendent who will request a written statement of the complaint from the complainant as a basis for study and possible solutions. The individual employee involved shall receive a copy of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he/she sees them.
- 16.304 If it appears necessary, the Superintendent, the person who made the complaint, or the employee involved may request an executive session of the Governing Board for the purposes of fuller study and a decision by this body. The employee may request that the matter be heard in public. All parties involved, including the school administration, shall be asked to attend such a meeting for the purposes of presenting facts, making explanations, and/or clarifying the issues. (Gov. Code 54957)
- 16.305 No hearing (subject to the exception in 16.305), whether in executive session or in public, shall be held by the Governing Board on such a complaint without the Governing Board and the employee(s) first having received from the Superintendent his written report concerning such complaint, such report to include but not be limited to the following:
- a. The name of each employee involved.
  - b. A brief but specific summary of the nature of the complaint and the facts surrounding same, sufficient to inform the Governing Board and the employee as to the precise nature of the complaint, and to allow the employee to prepare a defense.
  - c. A true copy or the signed original of the complaint, itself.

- d. A summary of the action taken by the Superintendent in connection with the complaint, which summary shall include his specific finding that effective disposition at the Superintendent's level is infeasible, and the reasons thereof.

16.306 Notwithstanding the provisions of Section 16.304 above, any written complaint forwarded to the Governing Board, whether by the district administration or otherwise, which meets the informational requirements of the above sections, and which further contains within it specific allegations of (a) prior submission of the complaint in the same or similar form to the Superintendent, and (b) the failure or refusal of the Superintendent to effectively dispose of the complaint, shall, subject to Governing Board agenda requirements, be heard by the Governing Board at its next regularly scheduled session or any session scheduled for the purpose of such hearing.



## ARTICLE 17

### Resignation/Retirement

#### 17.1 Resignation

- 17.101 A unit member should submit his/her resignation in writing. Such statement is to be directed to the Board of Education in care of the Superintendent of Schools. The employee shall specify the effective date of his/her resignation and this date shall be approved unless the Governing Board desires to accept the resignation sooner.
- 17.102 The resignation does not become effective until it has been formally approved by the Governing Board, and may be withdrawn by the employee at any time prior to Governing Board action.

#### 17.2 Early Retirement

- 17.201 Unit members may participate in an early retirement program. Unit members will receive retirement credit on a full-time basis if the unit member and the employer both elect to contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the member was employed on a full-time basis.
- 17.202 Implementation shall insure that pairings of early retirement employees with regular part-time employees is done so that there is no excess cost to the district.
- 17.203 Employee must be no less than 55 and no more than mandatory retirement age. He/she shall have completed ten (10) years of full-time certificated service in the Elk Grove Unified School District, including the immediate preceding five (5) years.
- 17.204 Employees must apply in writing. Applications will be reviewed by the Human Resources Department and site level administrator for approval and submission to the Board of Education. Applications must be received in the Human Resources Department by May 15 of the previous year.
- 17.205 Options available:
- a. Teach half days for a full year.
  - b. Teach full-time for a half year.
  - c. Do special assignments which would equal half of the regular school year.

17.206 Salary Conditions:

- a. Salary shall be proportionate to time served, but that time shall not be less than one-half on an annual basis.
- b. Unit member shall retain all other rights and benefits in this article that would be required if the employee remained in full-time employment.
- c. Retirement contributions and benefits shall be maintained as if the employee were full-time.
- d. Participants in this program shall be matched with replacements in such a way that the total salary and fringe benefits of the replacement plus the salary and fringe benefits of the participant does not exceed the full-time compensation of the participating unit member.

17.207 Terms of Contract:

- a. Contract shall be for a term expiring on the June 30th following the employee's mandatory retirement age.
- b. Employees participating in this program are limited to a period of five (5) years of such part-time status.
- c. Contract may be revoked by mutual consent of employer and employee.
- d. Terms of this agreement shall include all evaluative and continuing conditions as prescribed by the Education Code and this contract.

# ARTICLE 18

## Leaves

### 18.1 Definitions

- 18.101 Paid leave is a leave in which a unit member receives his/her full salary. Unit members on paid leave will receive, during his/her absence, the benefits included in Article 21.
- 18.102 Partially paid leave is a leave in which a unit member receives part of his/her full salary. Unit members on partially paid leave will receive, during his/her absence, the benefits included in Article 21.
- 18.103 Unpaid leave is a leave in which a unit member receives no salary. A unit member on unpaid leave may participate at his/her own expense in the benefits included in Article 21.
- 18.104 Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; or any relative living in the immediate household of the employee.

### 18.2 General Provisions

- 18.201 Prior approval by the Board of Education or its designee is required for the following leaves: extended illness, imminence of death, long-term, child rearing, foreign educational employment, sabbatical, and legislative.
- 18.202 Prior approval is not required for the following leaves: sick leave, personal necessity leave, bereavement, jury and legal, industrial accident and illness, maternity, Association.
- 18.203 The district may require written verification and/or documentation by a unit member that the leave taken was for the purpose described in this article.
- 18.204 A unit member on leave of absence shall be entitled upon his/her return to a position for which he/she is properly credentialed and trained and every effort will be made to return the employee to a position of his/her choice.
- 18.205 A unit member's leave may be extended. A written request for such extension shall be made no later than eight (8) weeks preceding the expiration of the original leave.

- 18.206 No later than November 1 of each year, each unit member shall be provided with a written statement of his/her accumulated sick leave including entitlement for the current year.
- 18.207 The Parties agree that the deadlines in the collective bargaining agreement to submit requests for full or partial leaves specifically including personal leaves and extensions of personal leaves, shared contracts and extension of shared contracts, sabbaticals, and Foreign Educational Employment leaves shall be February 1st of each school year for the following school year. The parties agree that it is within the District's discretion to approve leaves that are submitted after February 1st. If February 1st falls on a non-work day, this deadline shall be on the workday preceding February 1st.

### **18.3 Sick Leave**

- 18.301 The definition of immediate family for purposes of 18.301 sick leave and bereavement leave only shall include a non-registered domestic partner designated by the unit member. Non-registered domestic partner status does not qualify for eligibility for health and welfare benefits.

In general, a non-registered domestic partnership has the following criteria:

1. The partners have a committed relationship which has existed for at least one year; and
2. The partners both reside at the same address; and
3. The unit member certifies to the District that this information is true and correct at the time that the unit member requests the sick leave or bereavement leave.

Full-time unit members shall be entitled to leave of absence for illness, accident, quarantine, injury, diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's spouse, child, parent or domestic partner who is ill, or if they are victims of domestic violence, sexual assault, or stalking at full pay at the rate of one (1) day per working month. In no case shall the amount be less than ten (10) days for full-time ten (10) month employees, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and transferable from district to district.

- 18.302 Part-time unit members under contract shall be entitled to sick leave in the ratio that their service bears to full-time service.
- 18.303 Summer school, extended school year special education and intersession unit members can earn non-accumulative sick leave at the rate of one (1) day per month. Sick leave earned shall apply only to teaching summer session and may not be used during the regular school year, nor shall sick leave earned during the regular year or through adult teaching be used during summer session teaching.

- 18.304 A unit member who resigns and is re-employed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.
- 18.305 While on paid or unpaid leave of absence, a unit member shall maintain, but not add to, any sick leave credit accumulated prior to such leave.
- 18.306 Partial days leaves including Sick Leave and Personal Necessity Leave shall be docked based on a half (0.5) hourly basis and not by half day/full day. Any Sick Leave docking shall be in increments of 30 minutes.

(Note: For example, if a certificated employee misses three (3) hours of the day, they will be docked three (3) hours of Sick Leave. If a certificated employee misses 3 hours 10 minutes, they will be docked 3.5 hours Sick Leave.

#### **18.4 Extended Illness Leave**

- 18.401 A partially paid leave shall be granted, after all earned sick leave days at full pay have been used and additional absence from his/her duties due to illness or accident is necessary for a period of five (5) school months or less, whether or not the absence rises out of or in the course of the employment of the unit member.
- 18.402 The amount deducted from the salary due him/her for any month in which the absence occurs shall be the daily substitute rate for the first twenty (20) days and the long-term substitute rate thereafter. A doctor's certification of the necessity of this leave may be required.

#### **18.5 Personal Necessity Leave**

- 18.501 Up to ten (10) days of leave of absence for illness or injury may be used for personal necessity. Effective beginning retroactively to January 1, 2018, up to three (3) of those ten days of personal necessity may be used for matters of personal importance.
- 18.502 Advance permission shall not be required for any of the following purposes, except for Sections 4, 5 and 8, when more than five consecutive personal necessity days are needed. In these cases, prior approval from Human Resources is required.
- (1) Death or serious illness of a member of his or her immediate family, close friends or relatives other than immediate family;
  - (2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family, close friends, or relatives other than members of the immediate family;
  - (3) The birth or adoption of his/her child.

(4) Attendance at religious observances, weddings, or observances honoring a unit member unit member's immediate family and close friends or relatives other than immediate family

(5) Attending to legal or business matters of compelling personal importance, which cannot be attended outside the workday.

(6) Unexpected personal or family situations, which require immediate attention.

(7) Appearance in court as a litigant.

(8) PreK-12 School sponsored, supervised and/or approved activities leave for child-related activities (for parent, grandparent, guardian, stepparent, foster parent or person who stands in *loco parentis* to a child of the age to attend Pre-K through grade 12.)

(9) Matters of personal importance (A maximum of three days per year).

18.503 The personal necessity days may not be taken to vacation, to extend holidays, nor to engage in concerted activities. The days are deducted from the employee's sick leave bank and are not in addition to the current contribution of ten (10) days annually.

18.504 The district may require appropriate written verification and/or documentation that this leave was taken for the purposes described in this article.

An employee must be notified of any docking of pay related to sick leave or personal necessity and must be given the opportunity to appeal that decision to Human Resources before the docking takes place.

## **18.6 Long Term Leave**

Unpaid long-term leaves for personal reasons, in excess of ten (10) days, may be granted. The deadline for a unit member to submit a request for a full or partial unpaid long-term leave for personal reasons or an extension to such leave shall be February 1st of each school year for the following school year.

## **18.7 Bereavement Leave**

Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family and five (5) days if out-of-state travel is required. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required. Bereavement Leave days shall not be deducted from the sick leave balance.

## **18.8 Imminence of Death Leave**

- 18.801 A partially paid leave not to exceed fifteen (15) days may be granted for a doctor certified critical or terminal illness of a member of the immediate family.
- 18.802 The cost of a substitute will be deducted from the employee's salary warrant.

**18.9 Jury and Legal/Legislative Leave**

- 18.901 A unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty.
- 18.902 A unit member shall be entitled to as many days paid leave as are necessary for appearance in any job-related legal proceeding.
- 18.903 A unit member elected to a public office may be granted an unpaid leave of absence for his/her term or terms of office.
- 18.904 A unit member who postpones jury duty during contractual work days, to serve on non-contract work days, shall receive the tier one substitute rate per day of jury service on non-contract work days. Official verification of jury duty and a copy of the original jury summons verifying that original jury duty was scheduled during contractual work days shall be provided to the Human Resources Department.

**18.10 Industrial Accident and Illness Leave**

- 18.1001 Pursuant to the provisions of California Education Code Section 44984, a unit member who has been continuously employed in the Elk Grove Unified School District shall be provided a partially paid leave of absence for industrial accident or illness under the following rules and regulations listed below.
- 18.1002 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- 18.1003 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but may not exceed sixty (60) working days in any one (1) year.
- 18.1004 Allowable leave shall not be accumulated from year to year.
- 18.1005 The leave under these rules and regulations shall commence on the first day of the absence.
- 18.1006 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

- 18.1007 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 18.1008 When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity check received on account of his/her industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 18.1009 The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the district.
- 18.1010 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 18.1011 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983) and his/her absence for such purpose.

**18.11 Pregnancy Disability**

- 18.1101 Utilization of Sick Leave during Pregnancy Disability: During that period of time during which the unit member (including hourly unit members) is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, they shall be permitted to utilize their sick leave pursuant to Article 18.3, above. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use their sick leave for the above.
- 18.1102 Utilization of Differential Leave: After pregnant unit member has exhausted their sick leave, they will be entitled to use five (5) months of differential leave pursuant to Education Code 44977, because of pregnancy, miscarriage, childbirth and recovery therefrom. This differential leave for pregnancy, miscarriage, childbirth and recovery therefrom does not create a new five month differential leave allowance. More specifically, if the unit member has already used all or some of the five months of differential leave set forth in Article 18.4 above, and then is absent because of pregnancy, miscarriage, childbirth and recovery therefrom, the unit member is not entitled to more than a total of five months of differential leave in that school year.

After a unit member has exhausted all parental, sick, and differential leave, any additional leave taken after that point for pregnancy, miscarriage or recovery



shall be unpaid. This unpaid leave shall not exceed one (1) calendar year including the paid leave time, which was already exhausted.

## **18.12 Parental Leave**

18.1201 A unit member shall be granted, upon request, up to four (4) days of paid leave to be taken at the birth, adoption or initiation of foster care of his/her child. These days may be taken at the time of delivery of the child, receipt of the adoptive or foster child and/or at the time the mother and child leave the hospital. The leave shall be deducted from sick leave.

18.1202 Child Bonding Leave: Consistent with Education Code Section 44977.5, California Family Rights Act (“CFRA”) qualified unit members may choose to take up to 12 workweeks of child-bonding leave under the CFRA. Unit members have the option to utilize sick leave and parental leave granted pursuant to Article 18.1201 and have it applied towards these 12 workweeks of child-bonding leave until all sick leave is exhausted. Thereafter, the unit member may use differential leave for the balance of the bonding period up to 12 workweeks. A work week is any week in which the school is open for three (3) or more days.

The law regarding the coordination of Section 44977 and Section 44977.5 differential leaves is not clear. Accordingly, the District and EGEA agree to meet and negotiate if AB 375 is amended, or if an issue arises regarding the coordination of Education Code section 44977 and Section 44977.5.

Eligibility and use of Section 44977.5 differential leave is independent from the eligibility and use of Section 44977 differential leave.

18.1203 Requests for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

## **18.13 Child Rearing Leave**

A unit member who is a natural, adopting, or foster parent may be granted an unpaid leave for child rearing which shall not exceed one (1) calendar year. Requests for such leave shall be made to the Human Resources Department at least eight (8) weeks prior to the anticipated date on which the leave is to commence.

## **18.14 Family And Medical Leave**

18.1401 LENGTH OF LEAVE ENTITLEMENT: An eligible employee is entitled to a total of 12 workweeks of leave during any 12-month period. Entitlement to leave for the birth or placement of a child for adoption or foster care expires 12 months after the birth or placement.

The 12-month period is measured backward from the date of leave use. All leave usage which qualified under the terms of the FMLA leave shall be counted towards the available 12 workweeks within a 12-month period, including intermittent and reduced workload leaves.

Reduced workload leave entitlement is calculated on cumulative hours of leave taken, up to the number of hours equivalent to 12 times the number of hours normally worked weekly.

18.1402 LENGTH OF EMPLOYMENT ELIGIBILITY: Any employee who has been employed for at least 12 months AND who has been in paid status consistent with Section 18.101 for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave is eligible for Family Medical Leave.

18.1403 ELIGIBLE PURPOSES: Leaves for any of the following purposes qualify for Family Medical Leave.

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
3. Leave to care for a child, parent, or spouse who has a serious health condition; or
4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position.

Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling session, appear in court or consult with his/her attorney in connection with the placement of a child.

If both parents are employed by the District, the aggregate number of workweeks of leave to which both are entitled is limited to 12 workweeks during any one fiscal year for the birth or placement for adoption or foster care of the employees' child, or to care for a parent with a serious health condition. This limitation does not apply to leave taken by either parent to care for the other who is seriously ill and unable to work, to care for a child with a serious health condition, or for his or her own serious illness.

Leave to care for a family member includes both physical and psychological care, including providing comfort and reassurance which would be beneficial to a seriously ill child or parent receiving inpatient care; or making arrangements for third-party care of a family member.

A "serious health condition" includes an illness, injury, impairment, or physical or mental condition that involves:

1. Any period of incapacity or treatment in connection with a hospital, hospice or residential medical care facility;
2. Any period of incapacity requiring absence from work, school or regular daily activities of more than three calendar days, that also involved continuing treatment by (or under the supervision of) a health care provider;
3. Continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days or for prenatal care; or
4. Continuing supervision by a health care provider when the parent, child, spouse or employee are severely ill but may not be receiving continuing active care or treatment (e.g., when suffering from Alzheimer's, late stages of cancer or a severe stroke).

"Continuing treatments" include:

- a. Two or more visits to a health care provider;
- b. Two or more treatment by a health care practitioner (e.g., physical therapist) on referral from, or under the direction, of a health care provider; or
- c. A single visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider (e.g., medication therapy).

Intermittent leave or reduced work schedule leaves may be allowed when the absence required is not due to a condition that is incapacitating at that point in time (e.g., appointments for cancer treatments, physical therapy, prenatal care). When leave is taken because of the birth or the placement of a child for adoption or foster care, intermittent leave or reduced workload schedule will not be approved if the intermittent leave or reduced workload schedule will adversely impact the office or department of the employee.

If an employee requests intermittent leave or reduced workload leave to care for a spouse, child, or parent or for the employee's own serious health condition, the employee may be required to temporarily transfer to an available alternative position for which the employee is qualified and that:

- a. has equivalent pay and benefits; and
- b. better accommodates recurring periods of leave than the regular position of the employee.

Voluntary or cosmetic treatments which are not medically necessary are not "serious health conditions," unless inpatient hospital care is required.

Absence because of an employee's substance abuse, without treatment, does not qualify for FMLA leave.

- 18.1404 PAID/UNPAID LEAVE: Leave provided by FMLA in excess of available accrued paid leave shall be unpaid. Any available paid accrued leave shall be used prior to unpaid leave (e.g., vacation, comp time or sick leave) for the employee.
- 18.1405 HEALTH AND DENTAL INSURANCE BENEFITS: Health care and dental benefits coverage shall be continued during the 12 weeks FMLA leave period under the same terms and conditions as applicable to all other employees. Upon expiration of FMLA leave entitlement, if additional unpaid leave is authorized, continuation of health care and dental benefits coverage shall be allowed with the employee paying all costs of coverage or as may be allowed in other applicable policies.
- 18.1406 FAILURE TO RETURN FROM FMLA LEAVE: If an employee indicates his/her intent not to return from leave (including at the start of the leave), or if the employee fails to return from leave, paid health and dental coverage will cease unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition which would entitle the employee to FMLA leave, or other circumstances beyond the employee's control, (such as where an employee's spouse is unexpectedly transferred to a new job location, someone other than an immediate family member has a serious health condition which the employee needs to care for, or the employee is laid off while on leave. The employee's desire to stay with a family member even though the family member no longer requires the employee's care, or a mother's decision to stay home with a newborn child and not return to work, do not qualify as "other circumstances beyond the employee's control."

Except as provided above, if an employee fails to return after expiration for eligibility for FMLA leave, the employee shall pay the full cost of coverage for health and dental benefits during the entire period of unpaid FMLA leave. Any amounts due under this section may be deducted from any sums due the employee (e.g., unpaid wages, vacation pay, etc.). Failure to reimburse the District for the cost of coverage during the period of the unpaid leave shall result in termination of coverage.

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30 days, the cost of coverage provided during the period of unpaid FMLA leave shall be due and payable.

- 18.1407 EMPLOYEE STATUS WHILE ON LEAVE: FMLA leave does not constitute a break in service for purposes of longevity and/or seniority.

Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.

- 18.1408 **MEDICAL CERTIFICATION/RECERTIFICATION:** Medical certification from the health care provider of the individual requiring care shall be provided initially upon request for FMLA leave. The certification shall indicate the estimated duration of the need for leave. Periodic updates or recertification may be required upon expiration of the period of leave originally estimated or every 30 days, if requested by the Human Resources Department.

The employer may, at its own expense, require the eligible employee obtain the opinion of a second health care provider designated or approved by the employer. When the second opinion differs from the first, the employer may require, at its own expense, that the employee obtain the opinion of a third health care provider designated and approved jointly by the employer and employee. The opinion of the third health care provider shall be considered final and binding on the employer and employee.

If leave is foreseeable, medical certification must be provided within fifteen days (15) after receipt of the employee's request for leave. If the employee fails to provide certification, the leave may be denied until certification is provided. If the leave is not foreseeable, the certification shall be provided within fifteen days (15), or as soon as is practicable under the circumstances. Failure to provide certification within a reasonable time under the pertinent circumstances may result in denial of continuation of the leave.

- 18.1409 **ADVANCE NOTICE REQUIRED:** If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, 30 days written, advance notice.

If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

If the need for a family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide reasonable advance notice of the need for the leave and consult with the supervisor regarding the scheduling of the treatment or supervision so as to minimize disruptions to the school/department. Any such scheduling shall be subject to the approval of the health care provider of the family member.

Prior to granting a leave under this policy, medical certification as identified above, may be required.

- 18.1410 **REINSTATEMENT UPON RETURN FROM LEAVE:** Upon return from FMLA leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits,

pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

If FMLA leave was due to the employee's own serious health condition, prior to returning to work, the employee shall provide a certification from the health care provider that the employee is able to resume the essential duties of the position.

18.1411 REMEDIES FOR EMPLOYER VIOLATION OF THE ACT: If an employee's rights under the FMLA have been violated, the employee may file a complaint with the Secretary of Labor, the Fair Employment and Housing Commission, or file a private lawsuit within two years after the last action which the employee contends was in violation of the Act, or three years if the violation was willful.

18.1412 References to the federal Family Medical Leave Act or "FMLA" throughout this agreement are also intended to include corresponding state laws – the California Family Rights Act ("CFRA") and the Pregnancy Disability Leave ("PDL") law.

### **18.15 Foreign Educational Employment Leave**

18.1501 Unit members may be granted an unpaid leave for not less than (1) full school year nor more than three (3) years for the purpose of accepting full-time foreign educational employment or Peace Corps employment. Request for such leave shall be submitted by April 15 of any year.

18.1502 Upon commencement of leave, the unit member will be transferred to an unassigned status.

18.1503 Year-for-year salary schedule credit will be granted for experience gained while on leave if it is verified to be primarily in a job classification similar to that to which the unit member returns.

18.1504 The deadline for a unit member to submit a request for a full or partial Foreign Education Employment Leave or an extension to such leave shall be February 1st of each school year for the following school year..

### **18.16 Sabbatical Leave**

18.1601 A screening committee shall be established to: (1) determine the relative qualifications of those requesting leave; (2) establish the long-range utility to the instructional or pupil services program of the applicants leave plans.

18.1602 Provisions shall be made for one-half pay based on the current salary of the applicant.

18.1603 Adequate assurance shall be provided that the applicant will return to active duty in the school district for a minimum of two (2) years.

18.1604 Annual review shall be made by the Superintendent, the Board and the Elk Grove Education Association President or his/her appointee in December of the number of leaves to be granted.

18.1605 The deadline for a unit member to submit a request for a full or partial Sabbatical Leave or an extension to such leave shall be February 1st of each school year for the following school year..

**18.17 Association Leave**

18.1701 The district will release from his/her teaching duties the President of the Association, for a period of not more than one (1) school year. During this time, the Association will pay to the district the full cost of the teacher employed to replace the President.

18.1702 The Association shall have a total of twenty (20) days of leave for association representatives to utilize for local, state or national conferences for conducting the business pertinent to organizational affairs. The cost of the substitute shall be borne by the Association. These representatives shall be excused from school duties upon two (2) days advance notification to the Superintendent or designee by the Association's President.

**18.18 Catastrophic Leave**

18.1801 The District shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants. A joint District/EGEA committee will review requests and make recommendations to the Board of Education.

18.1802 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with 18.18.17.

18.1803 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.

18.1804 The EGEA Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria.

a. "Catastrophic illness" or "Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

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

c. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

(1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be

donated and provides verification of catastrophic injury or illness as required by the District.

- (2) The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
  - (3) The employee has exhausted all accrued paid leave credits.
- d. If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the district, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.
- (1) The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of 12 consecutive months.
  - (2) There is a 30 day maximum if leave is being used for an immediate family member other than their spouse or their child. A unit member may apply for an additional 30 days of leave in extenuating circumstances.
  - (3) The verification of catastrophic injury or illness required pursuant to paragraph (c) of subdivision 18.18.04.
  - (4) Making all transfers of eligible leave credit irrevocable.
- e. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

- 18.1805 All unit members on active duty with the District are eligible to contribute to the EGEA Catastrophic Bank if they have accrued a minimum of ten days sick leave.
- 18.1806 Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 18.1807 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the Sick Leave Bank. Open enrollment period will be between July 1 and October 1 of each school year.
- 18.1808 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 18.1809 Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.



- 18.1810 Contribution shall be made between July 1 and October 1 of each school year. Unit Members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 18.1811 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 18.1812 An additional day of contribution will be required of participants if the number of days in Bank falls below 1000. The bargaining unit will request voluntary contributions. If no voluntary contributions are forthcoming assessment may be necessary. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank.
- 18.1813 If the number of days in the Bank at the beginning of a school year exceeds 2000, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- 18.1814 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
- 18.1815 Withdrawals shall become effective immediately upon the exhaustion of sick leave.
- 18.1816 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 18.1817 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

## **ARTICLE 19**

### **Compensation**

#### **19.1 Compensation**

19.101 The Salary Schedule shall be in Appendix B.

#### **19.2 Definitions**

19.201 Per diem--daily rate of pay computed by dividing unit members base contract salary by number of contracted days.

19.202 College-University units - all courses offered by an accredited institution.

19.203 In-service units - district approved in-service activities: 1 unit earned for each 15 clock hours of participation.

19.204 Post-graduate units - units earned subsequent to the granting of Bachelor's degree. Teachers who earn their teaching credential prior to/or simultaneously with their Bachelor's Degree will get salary credit for the units earned toward the credential—retroactive to July 1, 2001.

19.205 Funded COLA is the amount which the District actually receives in increased revenue limit per ADA. It is not intended to include funds already received by the District in some other category.

**19.3 Annual Rate of Pay**

- 19.301 The annual rate of pay for all unit members shall be as established in Appendix B.
- 19.302 Library-Media Teachers shall be placed on the salary schedule and extended for ten (10) days to be used as directed by the site level administrator. Compensation for the ten (10) days shall be based on per diem.
- 19.303 Counselors shall be placed on the schedule and shall work fifteen (15) additional days as directed by the site level administrator. Compensation for the fifteen (15) days shall be based on per diem. A responsibility factor of two percent (2%) shall be added to the total salary.
- 19.304 High School Athletic Directors shall work an additional ten (10) days during the summer months. Compensation for the ten (10) days shall be based on per diem.
- 19.305 Secondary Activity Directors may volunteer to work additional hours up to 75 hours at the current hourly rate.

**19.4 Daily Rate of Pay**

- 19.401 Unit members shall be paid per diem for work done at the direction of the district (1) prior to the first day of work year, (2) after the last day of work year, (3) during any vacation period designated on the school calendar. Excluded from the above is pre-work year induction meetings and conferences required of unit members new to the district.

**19.5 Hourly Rate of Pay**

- 19.501 Unit members teaching summer school working in curriculum assessment and development, and home teaching will be paid according to the schedule in Appendix C.

**19.6 Educational Advancement**

- 19.601 The date of a degree shall be verified in writing to the Human Resources Department by an accredited institution.
- 19.602 All units for advancement require submission of official transcripts of course verification to the Human Resources Department no later than October 1 of the contract year in which the change is made.
- 19.603 All college/university units shall be from an accredited institution.
- 19.604 Prior approval from the site level administrator shall be obtained for all units which apply to advancement.

- 19.605 No more than twelve (12) semester units during one school year may be taken without written approval of the site level administrator.
- 19.606 College/university units and in-service units shall be treated equally but shall not be duplicated for advancement. One (1) semester unit will be credited for each fifteen (15) hours of in-service participation.
- 19.607 Semester units for travel, approved by the site level administrator, will be credited at six (6) semester units for one (1) year, three (3) semester units for one-half year, two (2) semester units for a minimum of six (6) weeks and one (1) semester unit for less than six (6) weeks.
- 19.608 In-service units shall be granted only for participation that occurs outside the unit member's established day.
- 19.609 Units and hours taken must be pre-approved by Curriculum Professional Learning according to current District priorities and further the instructional goals of the District.
- Entering teachers may not be placed on Column G until and unless they have earned that placement after employment in the District.
- 19.610 District criteria for earning salary credit shall be reviewed annually by the Professional Learning Advisory Committee. This new District criteria shall be effective for courses completed on or after July 1, 2009 and shall not be applied retroactively.
- 19.611 H Step shall be 4.33% more than G Step effective July 1, 2006.
- a. H Step will require 75 hours to complete.
  - b. H Step will be renewable; i.e. hours accumulated for H Step must be renewed every 10 years. EGEA and the District are aware of Education Code 45028's requirement for a salary schedule based upon uniform allowance for years of training and years of experience. It is the intent of the parties to modify that requirement for the purposes of H Step. However, each teacher will be uniformly treated in regard to H Step's applicability and H Step hours. The specific purpose for the requirement to renew the training hours is continuing commitment to achieving District goals after a unit member has arrived at the top of the salary schedule.
- Hours approved and earned prior to June 30, 2010 can be utilized and applied to future H step renewals.
- (For example, due to the 2010-2011 column freeze, H step bargaining unit members shall retain their H step placement regardless of the years and hours requirement in place during the 2010-2011 and 2011-2012.)
- c. In order to receive H Step credit for district-sponsored or non-district sponsored courses, the course must be pre-approved.
  - d. Only staff on Steps G or H may accumulate H Step hours.

- e. The H Step course list will be revised annually as new subject areas are added and old areas dropped.
- f. Unit members may take courses outside of District offerings in the designated subject areas provided that they complete an evaluation of the course designed subject areas provided that they complete an evaluation of the course designed to determine the usefulness of the course for future credit.
- g. Just as for Steps B-G, the prior approval process will be followed for courses taken outside of the District.
- h. H Step credit may be earned in areas not on the list on a case-by-case basis.

19.612 Effective July 1, 2015, the parties agree that if educational advancement units are or have been approved by the District consistent with Article 19 and the bargaining unit member has adequate educational units necessary for more than one column movement on the salary schedule, bargaining unit members may move more than one column in each school year.

## **19.7 Experience Advancement Rules**

- 19.701 One (1) experience step will be granted for each school year in which at least 75% of the work year is completed.
- 19.702 Those unit members working less than a full contract (100%) for less than 75% of the work days in a year, will be entitled to an experience step when the total of their assignment (accumulated over the necessary years) equals 100%. For example, when unit members teach 40%, they will be entitled to an experience credit of one year at the beginning of the fourth year of their employment. If there is credit accumulated beyond 100%, it will be banked.
  - a. Experience credit on the salary schedule for those working fewer than seventy-five percent (75%) of the days of a year will occur the July 1 following when the person accumulates more than seventy-five percent of a complete assignment.
  - b. When 2 years experience credit is awarded, the employee starts the process in 1 above over again from the beginning.
- 19.703 In no case shall more than one (1) experience step be credited in a school year. Unit members on educational or military leave shall be credited one (1) step for each year of leave, upon return to the district.

## **19.8 Experience Placement—Entry**

- 19.801 New employees that have no teaching or vocational experience will be assigned to the appropriate class at Step 1.

- 19.802 New employees with teaching and/or vocational experience will be placed based on years of acceptable experience up to Step 16.
- 19.803 Credit for prior experience will be determined by the Human Resources Department guided by the following criteria:
- a. Prior teaching experience shall have required a teaching credential.
  - b. A "year is defined as 75% of the contract or calendar or requested year. Fractional parts of one (1) year may not be combined to meet the percentage requirements.
  - c. Prior teaching and/or vocational experience (including experience in the district) shall have occurred within twenty (20) years prior to the date of employment with the district.
  - d. Placement on the schedule shall be based upon receipt and approval of verification of records and documents by the Human Resources Department.

## **19.9 Special Stipend Rules**

- 19.901 Special assignment stipend in the amount of \$500 shall be awarded to self-contained classroom teachers providing support and services to students identified as Moderate/Severe.
- 19.902 Each elementary school in the District shall receive \$6,000 for Elementary Stipends. Elementary stipends shall be allocated based upon the criteria and parameters developed by the Elementary Stipend Committee.
- 19.903 Doctoral bonus shall be based on 7% of the beginning step (A1) and awarded with the verification of the degree.

## **19.10 Pay Warrants**

- 19.1001 Unit members paid by the month shall receive their warrants on the last working day of the month unless circumstances beyond the district's control delay the schedule.

## **19.11 Travel Expenses**

- 19.1101 It is agreed that the district will reimburse employees' transportation costs incurred as a consequence of their assigned tasks. Reimbursement for approved job-related travel will be at the per mile rate established by IRS. Home to work site travel is not reimbursable. Fixed travel allowances for those employees whose job related travel is extensive shall be approved by the Business Office. Such allowance shall be reviewed annually and adjusted when necessary.

**19.12 Terms of Employment for Federal Projects**

- 19.1201 Salary and Payment. Unit members employed in federal programs which do not correspond with the teaching year will be paid a salary equivalent to the salary they would receive if they were a regular teacher in the district with the salary being computed on a per diem basis for the period in which the project is financed by the federal government. This per diem rate will be determined by dividing the salary schedule placement by the number of days in the current contract year but the salary will be paid in equal amounts for the monthly periods included in the project.
- 19.1202 Sick Leave. Sick leave will be allocated to unit members employed in federal projects in the same manner as other unit members.
- 19.1203 Transfer from regular assignment to a federal project. Any unit member's voluntary or involuntary transfer from a regular certificated position to a federal project will be paid out for the school year at the contract rate. Sick leave and other district-sponsored benefit programs will not be affected by the transfer.
- 19.1204 Additional responsibilities. In the event the unit member is assigned additional responsibilities, such as supervision, then this shall be added to his/her contract whether he/she is transferred from the regular staff of the district to a federal project or employed from outside of the district.

## ARTICLE 20

### Additional Compensation

#### 20.1 Criteria

- 20.101 The District will pay compensation over and above contract salaries for certificated teaching employees who accept substantial and continuing extra responsibilities. The Superintendent will implement regulations which provide for the distribution of such compensation in an equitable manner. The schedule will provide for categories of payment in terms of six criteria:
- a. Program responsibilities
  - b. Number of students supervised in activity
  - c. Number of staff supervised in activity
  - d. Total time demands in excess of direct teaching responsibilities
  - e. Degree of administrative or community expectation and pressure
  - f. Environmental factors such as danger, personal liability

#### 20.2 Compensation

- 20.201 Rates of pay for additional responsibilities shall be as established on the schedules in Appendix C.
- 20.202 All compensation for additional responsibilities beyond regular teaching assignment will be based on the adjunct duties salary schedule.
- 20.203 Employee's placement for experience on the adjunct duties salary schedule shall be determined by the years of experience in the extra responsibility assignment. One (1) year of experience will equal one (1) step.
- 20.204 The maximum number of steps an employee can advance in this classification is five (5).
- 20.205 Salary compensation shall be awarded for assignments such as department chairpersons, athletic coaches, and designated responsibilities.



### 20.3 Rating Scale

The following six criteria and rating scales shall be used for the establishment of equitable rates of pay for additional responsibilities.

20.301 Program responsibilities (teaching teams, curriculum tracts, etc.).

1. Under 2
2. 2 - 4
3. 5 - 7
4. 8 - 10
5. 11 and over

20.302 Average number of students directly supervised.

1. 0 - 25
2. 26 - 49
3. 50 - 74
4. 75 - 99
5. 100 and over

20.303 Number of staff supervised.

1. 0 - 3
2. 4 - 6
3. 7 - 9
4. 10 - 12
5. 13 and over

- 20.304 Annual hours involved (includes planning time, meetings, equipment and facilities involvement, etc.).
1. 50 - 100
  2. 101 - 200
  3. 201 - 300
  4. 301 - 400
  5. 401 and over
- 20.305 Administrative and/or community expectations (visibility, community imposed pressure, reaction response demands, etc.).
1. Very low
  2. Low
  3. Average
  4. High
  5. Very high
- 20.306 Environmental factors (working conditions, personal hazards, vulnerability to liability, etc.).
1. Very low
  2. Low
  3. Average
  4. High
  5. Very high
- 20.307 The rating on each of the criteria (21.301 through 21.306 above) shall be determined by agreement between the certificated person and building site principal. Changes in such ratings shall be made in a like manner. The certificated person may use the grievance procedure if an agreement is not reached with the building site principal.
- 20.308 Placement on the schedule shall be determined by rating the position on each criterion, computing the average, and applying the following scale:
- Class I = 1.0 - 1.8  
 Class II = 1.9 - 2.4  
 Class III = 2.5 - 2.9  
 Class IV = 3.0 - 3.3  
 Class V = 3.4 - 3.6  
 Class VI = 3.7 and over

## **ARTICLE 21**

### **District Sponsored Health and Insurance Programs**

#### **21.1 General**

- 21.101 Appropriate insurance coverage for employees/dependents will be provided by the district with options available to employees/dependents at their expense to suit their particular needs. At least two (2) carriers of major medical programs will be available.
- 21.102 Notification. Upon initial employment each unit member will be notified of the availability of health and insurance benefits contained in this article.

#### **21.2 Eligibility**

- 21.201 Unit members whose regular or temporary assignment is half-time or more shall be eligible to enroll.
- 21.202 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract for the plan; i.e., 7/1 through 6/30.
- 21.203 Half-time shall be fifty percent (50%) of the full-time regular or temporary position to which the unit member is assigned. No unit member working less than twenty (20) hours a week shall be eligible.
- 21.204 Unit members hired after June 30, 2006 (including STRS certificated disability recipients) are eligible for retirement health and hospitalization plans under this section provided they have at least fifteen years (15) of service with Elk Grove Unified School District (at not less than 20 hours per week). Those unit members hired prior to July 1, 2006 must have at least 120 or more months of service to qualify for retirement benefits. Retirees/recipients must be actively drawing retirement or disability benefits from the State Teachers' Retirement System. Such retirees/ recipients shall have met the eligibility requirements during their active employment. Eligibility shall be modified upon the receipt of state or federal health and hospitalization coverage; i.e., enrollment in Part A and B of Medicare.
- 21.205 A unit member granted a leave of absence, approved by the Elk Grove Unified School District Board of Education, may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of the monthly premium in advance of each month of desired coverage.
- 21.206 Spouse and dependent eligibility will cease upon the death of an employee.

**21.3 Enrollment**

- 21.301 Upon initiation of a new program, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Accounting Office within thirty (30) days of the date of initiation of the new program.
- 21.302 New, reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.
- 21.303 Open enrollment shall be during the month of May, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 21.304 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the district.
- 21.305 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.
- 21.306 Multiple Enrollment Not Permitted (Elimination of Dual Coverage)  
A benefit eligible employee may not be included as an enrolled employee and also, at the same time, be a dependent of another enrolled employee in the District's health plan. If you and your spouse/domestic partner are both District employees, you may not cover each other as dependents; similarly, only one of you may cover your eligible children under the plan(s).  
  
(The intent of the parties is that all eligible children are only covered under one plan.)

**21.4 Coverage**

- 21.401 All unit members enrolled in the plan(s) shall be covered on a monthly basis until employment ends.
- 21.402 Payroll deductions, if required, shall be on a 10 or 12 month basis.
- 21.403 All carriers shall be negotiated unless a change in carrier does not substantially change the level of benefits provided.

**21.5 Cancellation and Refunds**

In the event of cancellation of a plan(s) by a carrier, if any premium is refunded, the amount of the district contribution included therein shall be refunded directly to the district.

**21.6 Welfare Benefit Fund Reopener**

- 21.601 In the event that an employee welfare benefit fund or trust is established pursuant to Education Code Section 44039.5(a), and either party to this agreement desires to have the district become a participant employer in such fund or trust, either party shall have the right to reopen this agreement for the specific purpose of negotiating concerning the district's participation in such fund or trust.
- 21.602 Such right to reopen the agreement shall be in addition to any other right to reopen which is set forth elsewhere in this agreement.

**21.7 Tax-Shelter Annuities**

A tax shelter annuity program is available to all unit members.

**21.8 Programs and Coverage**

- 21.801 The district will provide for the health and insurance plans noted below and make contributions to those plans as noted:
  - a. Medical
  - b. Dental
  - c. Vision
  - d. Straight Term Life Insurance
- 21.802 For the current plan year, summaries of the plan documents and current employer and employee premium cost schedules that are in Appendix G.
  - a. The District's maximum contribution toward medical benefit premium costs shall be 80% of the premium cost for the low cost medical plan offered by the District. Each Bargaining Unit Member's contribution toward medical benefit premium costs shall be 20% of the premium cost for the low cost plan medical plan offered by the District. Unit members shall be responsible for the buy up costs related to selecting a medical plan other than the low cost plan.
  - b. Wellness Rebate Compensation  
  
Each unit member who submits to the District an approved Wellness certification that verifies that the unit member has satisfied all of the Wellness requirements referenced in section 1(c) below, each year shall receive a Wellness Rebate equal to five percent (5%) of the total premium cost of the Low Cost plan based upon the subscriber level selected for the year. The value of the five percent (5%) Wellness Rebate Compensation will change each year depending upon the total premium cost of the low cost medical plan provided by the District.

The Wellness requirements must be completed by May 15<sup>th</sup> in order to receive the rebate on a monthly basis.

c. Wellness Rebate Compensation Requirements

In conjunction with Kaiser and Western Health Advantage, EGEA and the District will develop a list of the annual physical examination and Wellness assessment requirements necessary to receive the annual Wellness Rebate compensation. The physical examination and wellness assessments may include an annual physical examination, completion of an online Health Risk Assessment, a Comprehensive Metabolic Plan (CMP), a body mass index (BMI) test and/or other age appropriate screenings.

d. Those unit members who can provide proof of alternative medical coverage may waive out of medical benefits. Those so electing will receive through the IRC 125 a cash option payment. The amount paid to those waiving health benefits shall be \$780 yearly.

e. The District will create a fund for medical reimbursement of the copays for retired employees electing the lowest cost plan funded with \$240 per eligible retiree. Retirees may be reimbursed for copays up to \$240 annually. After all copay expenses have been received, a retiree will be paid up to \$240 for incurred expenses. That amount left over from retirees not using the entire \$240 will be used to pay the claims of those which exceed \$240 on a prorated basis. The retiree copay reimbursement dollars are increased to match the increased copay amounts.

- 21.803 Employees will make a contribution to their current health care benefit package of \$50.00 on a twelve month basis starting July 1, 2010. The \$50.00 contribution will increase by an additional \$10.00 per month July 1st of each succeeding year until the individual unit member's contribution rate for the cost of current health benefits of \$90.00 per month is achieved.
- 21.804 The District and EGEA agree to join the other bargaining units in the creation of the Elk Grove Benefits Employee Retirement Trust (EGBERT). The intent of all the bargaining units is to preserve health care benefits at retirement. The EGBERT will assume the responsibility for the payment of retiree health benefits for those retiring effective July 1, 2000. During the interim time frame, the District will assume the responsibility for the payment of retiree health benefits for those retiring prior to July 1, 2000, will continue the payments for existing retirees as set out in current agreements, and will make the agreed upon contribution to the trust (\$80.00 twelfthly for each benefit qualified unit member).
- 21.805 It is intended that the EGBERT board will be made up of one representative from AFSCME, one from ATU, one from EGUSD MGT, one from EGEA, one from PSWA, and two from current retirees (one certificated and one classified). It will be the continuing responsibility of the EGBERT to determine benefits and recommend contribution levels. The EGBERT and the Elk Grove Exclusive Representatives agree to use a combined negotiating team drawn from all of the participating District exclusive representatives to negotiate those contributions

with the District. [The retirement health benefits trust component of the proposal is contingent upon the District reaching agreements with the other four bargaining units with identical terms.]

- 21.9 Based upon our rich history of co-operative problem solving, the District and the Association agree to pursue methods for controlling future healthcare costs with the understanding that failure to do so may impact future salary increases.
- 21.10 The District will alert employees to health care options that don't include double coverage, the right to change benefit programs if a spouse has an open enrollment period, and other options to assist employees in making informed decisions.
- 21.11 The District will implement a system of auditing eligibility for benefits to assure all those receiving benefits are entitled to do so.
- 21.12 EGEA will not be limited to joint bargaining with other units regarding Health and Welfare Benefits. EGEA agrees to continue to negotiate with the District regarding Health and Welfare Benefits. EGEA agrees to meet with EGUSD once a month to discuss Health and Welfare Benefits for the duration of this agreement.

## **ARTICLE 22**

### **Miscellaneous**

#### **22.1 Non-School Employment**

22.101 All school personnel are employed for a specific job in the schools. It is understood that the duties of each position shall be carried out to the satisfaction of the Superintendent of Schools, the principal, and supervisors. The Governing Board recognizes the right of each individual to improve financially.

22.102 Personnel of the schools may receive compensation for outside activities as long as these activities do not interfere with the proper discharge of their assigned duties or do not cause poor public relations within the community. It is expected that any outside activity should be carried on in a business like and ethical manner.

#### **22.2 Tutoring**

Consistent with Governing Board policy, the following rules relating to tutoring have been established:

- a. A teacher may not arrange to tutor any pupil enrolled in his/her class for pay.
- b. No tutoring for which a teacher receives a fee will be carried on in a school building unless approved by the school principal of enrollment.
- c. Teachers who accept outside tutoring engagements make their own arrangements with the parents for the fees to be assessed.
- d. Tutors must be certified in the areas served.

#### **22.3 Conference Attendance**

The Board of Education of the Elk Grove Unified School District recognizes that conference attendance by Board members, administrators, and teachers bring new ideas and stimulation to the district and results in better education. Therefore, the district encourages conference attendance within the financial resources of the district.

#### **22.4 Summer School Teachers**

22.401 Applications for summer school shall be filed by March 15, and assignments shall be made no later than May 1.



- 22.402 Notification of assignment to summer school shall be in writing and shall include the location of the assignment and the tentative subject to be taught.
- 22.403 No teacher shall be required to teach summer school. However, once a teacher agrees to serve in a particular assignment, every attempt will be made to maintain that assignment or to provide an appropriate alternate assignment, if possible.
- 22.404 The summer school assignments shall be made as follows:
- a. Positions in summer school will, to the extent possible, be filled first by regularly appointed teachers in the Elk Grove Unified School District.
  - b. Consideration in filling such positions will be given to a teacher's area of competence, major and minor fields of study, program preparation time, and quality of teaching performance.
  - c. The following will be used in the selection of summer school teachers after item (b) has been considered.
  - d. Teachers regularly employed in the Elk Grove Unified School District who have not taught in the previous summer school will be given first choice for positions available. All other applicants within the district will be considered without any priority factors.

## **22.5 Reduction in Staff**

- 22.501 If it is necessary for causes as provided in Education Code Section 44955 to reduce the staff of permanent employees, all procedures and protections provided for in the Education Code will be followed and provided. The Superintendent will consult with the appropriate employee organizations prior to recommending any "reduction in staff" to the Board so that employees who may be affected can be informed regarding the causes and the consequences of the decision.
- 22.502 If the decision is made by the Board to proceed with a reduction in staff, the Superintendent will consult with appropriate employee organizations in the development of:
- a. The exact procedures which will be followed;
  - b. The calendar of events;
  - c. The methods and procedures available to the affected staff to guarantee their rights as specified in Education Code Section 44956 and 44957.

## **22.6 Chest X-Ray or Intradermal Test**

All employees upon initial employment shall present evidence of having submitted to examination (chest x-ray, skin test, or other tests designated as acceptable by the County Health Department), to determine that they are free of active tuberculosis prior to

commencing service and every four (4) years thereafter or more often if directed by the Governing Board upon recommendation of the local health officer. These examinations will be at district expense if they are not available at no cost.

## **22.7 Peer Assistance and Review Program**

22.701 This Article is intended to implement the provisions of Education Code § 44500 et seq., Peer Assistance and Review Program (PAR), as it may be amended, and any applicable regulations. The parties agree that the focus of the Peer Assistance and Review Program (PAR) shall be to provide assistance not to evaluate.

22.702 Peer Assistance and Review (PAR Panel)

- a. The PAR Panel will consist of seven (7) members. Members of the PAR Panel will include the Association President or designee, three (3) members and two (2) alternates selected by the Association and three (3) members and two (2) alternates selected by the District. A PAR Panel member may not participate in the panel's consideration, assessment, or acceptance of a report which pertains to a Participating Teacher whose most recent evaluation was approved by that panel member. The PAR Panel will establish the operational procedures of the panel, including the method for the selection of a chairperson and the adoption of an annual budget.
- b. Seven of the seven panel members must be in attendance at all meetings of the PAR Panel. Unit members who are members of the panel shall be provided up to 15 days of paid release time each, for purposes of attending meetings of the PAR Panel and conducting observations of classroom teachers being considered for appointment as Consulting Teachers. Unit members who are members of the panel shall receive an annual stipend based on Class Six, Step 1 of the Adjunct Duty Schedule. In the first year, alternates will be paid the same as regular panel members. The expense of stipends and paid release time for panel members shall be reflected within the annual budget adopted by the PAR Panel.
- c. The PAR Panel shall be responsible for selecting Consulting Teachers (defined in Section 23.7.5), assessing assistance plans and related documentation prepared by Consulting Teachers, and providing inservice training for Consulting Teachers. Written confirmation of participation in the PAR program will be provided by the PAR Panel to Participating Teachers, Principals or immediate supervisors, and Consulting Teachers.
- d. The PAR Panel will adopt guidelines for implementing the provisions of this Article. The guidelines will be consistent with the provisions of this Agreement and applicable law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail.
- e. The PAR Panel will assign the Consulting Teacher to a Participating Teacher. The Participating Teacher may appeal the panel's designation of a

Consulting Teacher to the panel in accordance with procedures developed by the panel. The Participating Teacher may request to meet with the PAR Panel to discuss the assignment of the Consulting Teacher within two weeks of notification.

- f. The parties intend that all documentation and information related to participation in the PAR program be regarded as a personnel matter subject to the personnel record exemption of the Public Records Act contained within Government Code 6250 et seq.
- g. The PAR Panel will develop standards and guidelines to be used by the Consulting Teacher in working with and assessing participants. This will include, but not be limited to, time lines for completion of peer review reports for submission to the PAR Panel.
- h. The PAR Panel will review the final report prepared by the Consulting Teacher. The panel will make recommendations to the Governing Board regarding a referred Participating Teacher's progress in the PAR program including providing names of participants not able to demonstrate satisfactory improvement after receiving sustained assistance.
- i. The Par Panel is responsible to annually evaluate the impact of the PAR program. The PAR Panel recommends to the Association and the Board of Education improvements in the process.
- j. No decision regarding the PAR process made by the PAR Panel shall be subject to the grievance procedure.
- k. All decisions of the PAR Panel will be made utilizing a consensus model. In the event of an inability to reach consensus which exists for longer than a single meeting, a matter may be resolved by majority vote.

#### 22.703 Participating Teacher

- a. A Participating Teacher is a unit member who receives an unsatisfactory rating and who is to receive assistance and coaching to improve instructional skills, classroom management, knowledge of instructional subject matter, and related aspects of teaching performance. There are two (2) categories of Participating Teachers—those who volunteer and those who are required to participate based upon having received a “Continuation with Improvement(s) Required.”
  - 1. The purpose of participation in the PAR program is to help correct job-related deficiencies and to assist the unit member in improving performance. Permanent unit members who have received a “Continuation with Improvement(s) Required” are candidates for participation in PAR.
  - 2. The Consulting Teacher assigned by the PAR Panel will provide assistance to the Participating Teacher until he/she concludes that further assistance will not be beneficial, at which time the Consulting Teacher will submit a final report of the teacher's participation in the program to

the PAR Panel. The Participating Teacher may submit a written response to the final report and/or request a meeting with the PAR Panel subject to the rules established by the panel. A copy of the Consulting Teacher's final report shall be provided to both the Participating Teacher and the Evaluator prior to its submission to the PAR Panel. The Evaluator will be provided the opportunity to address the PAR Panel upon request. The Evaluator's comments shall be advisory only.

3. The PAR Panel will forward a final evaluation of the teacher's participation in the program to the Governing Board, Superintendent, or designee. The evaluation and recommendation(s) of the PAR Panel and the peer review reports prepared by the Consulting Teachers shall be advisory only, for the benefit of the Participating Teacher and the District and shall in no way limit the District's discretion or authority with regard to decisions and actions regarding the employment status of any employee. The fact that the employee is participating in PAR will not limit or delay the District's authority or discretion to make any such decision or take any such action. Participation in PAR will not create any right or expectancy of continued employment by the District for any period of time.
  4. The results of the Participating Teacher's participation in PAR may be used in the evaluation of the teacher pursuant to Education Code § 44660 et seq.
  5. Compensation is not provided to Participating Teachers for participation in PAR, except that authorized in participation in activities such as workshops, seminars, beyond the regular work day. Authorized participation in PAR may be used for credits toward step advancement.
- b. A Volunteer Teacher Participant is a permanent status unit member who seeks to improve his/her teacher performance. The Volunteer Teacher Participant may request the PAR Panel to assign a Consulting Teacher to provide peer assistance. The Consulting Teacher will play no role in the evaluation of the teaching performance of the Volunteer Teacher Participant. The Volunteer Teacher Participant, in his/her discretion, may terminate his/her participation in PAR at any time.

22.704 Consulting Teacher

- a. A Consulting Teacher is a permanent status unit member who provides assistance to a Participating Teacher pursuant to the PAR program. Consulting Teachers must meet the following requirements.
  1. Permanent status classroom teacher employed by the District.
  2. At least five (5) years substantial recent experience in classroom instruction.
  3. Demonstrated exemplary teaching ability as indicated by mastery of subject matter, teaching strategies, instructional techniques, and

classroom management strategies necessary to meet the needs of pupils in different contexts.

4. Ability to communicate effectively orally and in writing.
  5. Ability to work cooperatively and effectively with others.
- b. A Consulting Teacher may be full or part time release (to be determined later). A Consulting Teacher provides assistance to a Participating Teacher in improving instructional performance. This assistance may include but not be limited to:
1. Conducting an initial meeting with the Evaluator and Participating Teacher to discuss the Participating Teacher's evaluation and perceived performance deficiencies.
  2. Setting and discussing performance goals with the Participating Teacher and Evaluator.
  3. Assisting in developing an Assistance Plan which addresses the elements of Attachment A to the Standard Evaluation Form. The Assistance Plan shall be reviewed and approved by the PAR Panel.
  4. Conferring with the Evaluator and Participating Teacher as determined by the Consulting Teacher on the Participating Teacher's progress with the Assistance Plan.
  5. Multiple observations of the Participating Teacher during periods of classroom instruction.
  6. Demonstrating good practice to the Participating Teacher.
  7. Using District resources to assist the Participating Teacher.
  8. Monitoring the progress of the Participating Teacher and maintaining a written record.
  9. Making Status reports to the PAR Panel for a referred Participating Teacher.
- c. If a consensus cannot be reached, Consulting Teachers shall be selected by a majority vote by the PAR Panel after one or more members of the PAR Panel have conducted at least one site visitation and a classroom observation. The PAR Panel's selection procedures, activities, and criteria, and its judgments regarding selection of Consulting Teachers, shall not be subject to the grievance procedure.
- d. Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR Program. The panel will monitor and evaluate the effectiveness of the Consulting Teacher and will make decisions regarding their continuation in the program. The PAR Panel may remove a Consulting Teacher from the position at any time because of

the specific needs of the PAR Program, inadequate performance of the Consulting Teacher, or reasons determined by the panel in its discretion to justify removal. Prior to the effective date of such removal, the PAR Panel will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him/her to discuss the reasons.

- e. Expenditures for the PAR program shall not exceed revenues received from funds made available without the mutual agreement of the parties.
- f. The number of Consulting Teachers in any school year will be determined by the PAR Panel based upon participation in the PAR program, the funding available and other relevant considerations including site administrator input on program integrity. The PAR Panel must provide the District notice on or before the close of the second transfer round of PAR Consulting Teacher selection. In the first year of the program, the BTSA support providers will be continued unless the assigned classroom observer vetoes the continuation. If there are BTSA support providers who are released or more Consulting Teachers needed, then the process of selection set out in these procedures shall be followed.
- g. In addition to the regular salary, a Consulting Teacher will receive a stipend. The PAR Panel will determine appropriate stipend rates based upon release time and caseload.
- h. Consulting Teachers shall have a caseload determined by a ratio of Consulting Teachers to Participating Teachers. This ratio is dependent on the amount of intervention time needed, as determined by the PAR Panel, and shall also consider BTSA and other beginning teacher assistance programs.
- i. The PAR program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher, and the Evaluator with respect to the process of peer assistance and review. The Participating Teacher and the Consulting Teacher will meet with the Evaluator to review and discuss the basis for referral to the PAR program. The Participating Teacher assistance plan shall be based upon the areas in which the Participating Teacher's evaluation reflects unsatisfactory performance. The Consulting Teacher is encouraged to confer regularly with the Evaluator regarding the implementation of the PAR program with respect to each Participating Teacher.
- j. At the request of the Participating Teacher or the Consulting Teacher, the PAR Panel may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

#### 22.705 General Provisions

- a. Consulting Teachers and those teachers serving on the PAR Panel shall not be considered management or supervisory based upon their participation in PAR. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public

school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the Government Code. The District shall hold these teachers and administrators harmless for actions occurring within the scope of their responsibility for participation in PAR. The decisions of the consulting teacher and the PAR Panel which might lead to a decision by the Board of Education to bring dismissal actions are discretionary not ministerial and are not grievable.

- b. It is agreed that recently retired exemplary teachers may be invited to serve as Consulting Teachers per procedures developed by the PAR Panel.

## **22.8 Required Training**

A teacher may be required by the principal to participate in in-service training or course work at college or university level when, in the judgment of the principal, such training or education will assist the teacher to be more effective in his/her classroom or adjunct responsibilities. In-service or college units earned may be used as part of the requirements for training class advancement on the salary schedule. This requirement may not exceed the equivalent of three semester units in any three-year period.

## **22.9 Teacher-Administrator-Governing Board Relationships**

- 22.901 Recognizing that providing a high quality education for children is the paramount aim of this school system, and good morale in the teaching staff is necessary for the best education of the children, the Governing Board encourages the participation of staff members in the activities of their professional organizations and encourages the organizations to exercise their rights and responsibilities within the spirit and letter of the law. The Governing Board also recognizes the following roles and responsibilities that are clearly established by law:
- a. The Governing Board, under law, has the final responsibility of establishing policies for the school system, subject to the requirements of negotiation as provided for by California law.
  - b. The Superintendent and his/her staff have a responsibility of carrying out the policies established.
  - c. The certificated teaching personnel have the ultimate responsibility of providing the best possible education in the classroom.

## **22.10 Attainment of Goals**

- 22.1001 Attainment of the goals of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Governing Board, the Superintendent and his/her administrative staff, the certificated personnel, the classified personnel and other citizens of the community. To this end, free and open exchange of views is desirable, proper, and necessary.

**22.11 Scope of Negotiations**

The Governing Board will strictly construe the scope of bargaining as provided in 3543.2 of the Government Code (SB 160).

**22.12 Consultation**

22.1201 The Governing Board will also freely consult with exclusive representatives within the rights granted to them by law (Government Code 3543.2).

- a. Definition of educational objectives.
- b. Determination of content of courses and curriculum.
- c. Selection of textbooks.

22.1202 The Governing Board reserves to itself its unlimited right to consult with any employee groups on any matter outside the scope of representation. Consultation procedures and processes are not a negotiable items. However, the Governing Board views healthy consultation between and among Governing Board, administration, and employee groups as highly desirable.

**22.13 Mandated Physicals**

The District will pay the reasonable cost of mandated physicals.

**22.14 Shared Contracts**

22.1401 The primary criteria for approving shared contracts shall be successfully meeting the educational needs of students and will ensure the other provisions of BP 4113.1 are met.

22.1402 Applications for shared contracts and extensions of shared contracts shall be made through the site principal to the Human Resources Department by February 1st of the year preceding the year in which the partial assignment is desired. A Percent/Part-Time Contract Application form shall be completed. (Appendix D)

22.1403 Teachers desiring a shared contract shall apply for a partial leave of absence for the portion of the contract they wish to vacate.

22.1404 Request for partial contracts shall be approved by the site administrator, the Human Resources Department and the Board and will be conditioned upon having a place or finding another employee to work the remainder of the position if a full-time equivalent position is needed by the District. The proposed division of the contract must be approved by the site principal who shall then make his/her recommendation to the Human Resources Department.



- 22.1405 Upon approval of the site principal and the District's Human Resources Department, a signed, shared contract agreement shall be submitted to the Governing Board for final approval. (Appendix E)

### **Renewal of Shared Contracts**

- 22.1406 All partial leaves of absence shall be considered as one-year positions with no automatic right to an extension. Both the site administrator and the Human Resources Department shall have full discretion to decline to extend the leave.
- 22.1407 By February 1st of the year in which the shared contract occurs, the teacher(s) shall inform the principal and the District's Human Resources Department in writing if they wish to apply for an extension of the agreement.
- 22.1408 Such extensions shall be considered on a case-by-case basis and are not automatically renewed.

### **Provisions of a Shared Contract**

- 22.1409 Employees in a shared contract arrangement shall have on file in the District's Human Resources Department, a signed, shared contract agreement which clearly delineates the duties and responsibilities of each party. The contract shall not be valid until both the site administrator and the Human Resources Department have approved the terms of the agreement and the Governing Board has granted final approval.
- 22.1410 The payment of benefits to employees on a part-time leave of absence shall be in accordance with the current collective bargaining agreement.
- 22.1411 All shared contracts are restricted to no more than one benefit package per FTE. However, partners may allocate those benefits among themselves to the degree that is allowed by the insurance carriers and buy the remaining portion should they desire.
- 22.1412 When one partner to a shared contract is unable by reason of disability or other circumstance to continue under the shared contract agreement, the other partner is responsible for returning to full-time. Should such return be blocked by personal circumstances permanently, the partner shall be responsible for temporarily becoming full-time while other arrangements are made.
- 22.1413 Shared contracts shall be limited to ten percent (10%) of the total number of K-6 classroom teacher's FTE in the District.
- 22.1414 Both partners are responsible for all mandatory teacher workdays and all staff meetings.

**22.15 Full Inclusion Teachers**

In an attempt to mitigate the additional time required for teachers who work with fully included students (those students identified as severely handicapped who are assigned to general education classrooms for their primary placement), the District agrees to allocate \$500 per student per year.

- 22.1501 Each teacher of a fully included student shall have discretion in spending the \$500 allocation in electing from a menu of options including release time, training, materials (regular education if so indicated by the teacher), and exchange duties.

**22.16 Special Education (SPED)**

Staffing and working conditions in Special Education (SPED) need modification to assist teachers in meeting the needs of special education students. The District has determined to advance the projected growth in SPED enrollments so that class sizes in the beginning of the year allow for growth without exceeding reasonable limits. The District intends to monitor SPED class sizes on a quarterly basis and to increase services to students which could include additional teachers, instructional assistants, revised IEP's for alternative services to students or other necessary support. Additionally, SPED teachers will be allowed access to the transfer process on the same basis as all other teachers, including but not limited to access to growth and vacant positions on the Winter and Spring postings.

- 22.1601 The District will also monitor learning center numbers and staffing to determine which, if any, need intervention. In effect the above intervention is designed to make the District more sensitive to the needs of SPED teachers and to assure that SPED teachers are treated equitably in comparison with regular education teachers.

**22.17 Health Services—Nurses**

- 22.1701 Staffing and working conditions for nurses are in need of review. Nurses will be convened to review and prioritize job description functions to assure that highest priority assignments are accomplished.
- 22.1702 The District intends to regionalize nursing services and increase nursing staffing by two nurses.
- 22.1703 To enhance their efficiency, individual nurses will be provided technological support (laptop computers).
- 22.1704 Medicare reimbursements for services provided by nurses will be used to improve the level of healthcare services in the District.

**22.18 Technology**

The District and the Association agree that consistent focus and careful planning need to accompany their mutual commitment to technology.

22.1801 The District will work to create an expenditure model which assures that funds are systematically spent to meet the technology needs.

**22.19 Effective 2001-02, pre-kindergarten teachers become EGEA bargaining unit members with full privileges and benefits.**

22.1901 Newly hired Pre-Kindergarten Teachers must have a valid California Teaching Credential.

22.1902 Categorical Pre-Kindergarten program teachers' hours may be flexed and the number of hours worked per day may exceed the 7 ½ hours specified in Article 8. However, the provisions regarding workweek in Article 8 of the collective bargaining agreement shall continue to apply.

22.1903 For Categorical Pre-Kindergarten program teachers, the transfer and reassignment of probationary and permanent unit members shall be done in accordance with the provisions of the existing collective bargaining agreement.

Categorical Pre-Kindergarten program teachers who work for an entire school year in Temporary status working a "split shift," defined as more than a two hour non-work period between the end of one assignment and the beginning of another, and who are re-employed for a subsequent school year, shall be given first consideration as compared to other temporary Pre-Kindergarten employees for transfer and/or reassignment to open positions that have a regular schedule with no "split shift."

**22.20 Faculty Advisory Council (FAC—Pre-Kindergarten)**

The District and the Association agree to implement a Faculty Advisory Council (FAC) to meet with the Pre-Kindergarten Administration to consult on issues important for Pre-Kindergarten, such as but not limited to, hours, transfer assignment, curriculum, articulation with kindergarten, and related matters.

22.2001 The constituency for the FAC will include the Association-appointed Pre-Kindergarten teacher representatives from State Preschool, Headstart, and Title I, the District-appointed representatives from Pre-Kindergarten administration.

22.2002 Meetings will be scheduled on duty time at times other than when students are in attendance.

22.2003 The Association will appoint an ombudsperson to coordinate concerns with the Pre-Kindergarten administration.

**22.21 Combination Classes – Elementary Teachers**

Combination teachers shall not be required to provide morning or afternoon supervision duty and shall not have to perform adjunct duties. In addition, combination teachers may also receive, when time is available, additional computer resource time.

## **ARTICLE 23**

### **Adult and Continuing Education**

- 23.1 Adult school and continuing education employees shall be covered by Article 1 - Agreement; Article 2 - Recognition; Article 3 - Negotiation Procedures; Article 4 - Association/Unit Member Rights; Article 5 - District Rights; Article 6 - Dues and Payroll Deductions (except all unit members are required to either belong to the Association or pay a service fee unless exempted pursuant to the conscience exceptions contained in this article); Article 7 - Grievance Procedure; Article 12 - Personnel Records; Article 15 - Teacher Safety; Article 16 – Complaints; Article 18 - Leaves (except as noted below); Article 24 - Completion of Negotiations; Article 25 - Savings; Article 26 - Concerted Activities; Article 27 - Limited Term Agreements; and Article 28 - Duration.
- 23.2 District and EGEA have agreed to the provisions of this Article in recognition of the special conditions involved in the Adult and Continuing Education Division (hereinafter "Adult Education"). Adult Education is conducted by a combination of full-time and part-time employees trained in the methods to meet the learning needs of the District's youth and adult population in the areas of essential skills, life-long learning, and vocational and occupational training. While it is recognized that Adult Education personnel may be concurrently employed in other district programs including but not limited to K-12, it is the intention of the parties that the employment relationship described in this Article, and the rights that flow therefrom, are separate and distinct from the rights which may accrue to the individual from other employment in the District. If there is any conflict between the terms of this Article and the terms of other provisions of the Agreement as they apply to Adult and continuing education, this article shall prevail.
- 23.3 Agreement and Recognition**
- 23.301 All personnel in adult education programs shall be employed under contracts appended to this agreement. These contracts shall specify the duration of the employment, and shall terminate on or before June 30 of the year in which they are issued. If the duration of the contract is to extend beyond June 30, a second contract shall be issued to cover the balance of the employment period.
- 23.302 The contract term for a person hired to complete the term(s) of employment of another person shall be for the duration of the original term(s). All contracts of employment shall be terminable at any time prior to expiration, but only for lack of funds, elimination or reductions of the educational offering, insufficient enrollment or attendance, unsatisfactory performance, or any of the causes listed in Education Code § 44932 et seq.
- 23.4 Definitions**
- 23.401 Unit member(s) covers those persons who are, by virtue of being assigned for six (6) or more hours per week, included within the bargaining unit.

23.402 For purposes of the grievance procedure, "Day" shall be defined by the Adult Education schedule. 2.2, 2.3, 2.4, 2.7, 2.8, 2.9, 2.10, and 2.11 shall be applicable from Article 2. Definitions.

## **23.5 Class Size**

Class size shall not exceed the room occupancy/seating requirements of applicable fire codes. Classes are subject to cancellation if they fall below fifteen (15).

23.501 Except as indicated by tenure laws or as indicated below, adult school unit members shall be employed on an hourly, as-needed basis. For employees working and entitled to fewer than 19.2 hours whose class(es) have attendance of ten (10) or more at the class-size, minimum-evaluation point, the class will be continued for the duration of the term so long as the attendance does not drop lower than seven (7).

23.502 If the class is subsequently offered pursuant to the assignment pattern in 23.1502 and taught by the same unit member, the class must have fifteen (15) or more to be continued for the duration of the term.

23.503 For unit members with 19.2 or more hours whose class has an attendance of 10 or more at the class-size, minimum-evaluation point, the class will be continued through its term. If the class does not meet the minimum of ten (10), paragraph 23.504 applies.

23.504 If the class is subsequently offered to the same permanent unit member, the class must have fifteen or more students to be continued. If not, the unit member will be assigned within the scope of his or her credential to a position held by the least senior employee/unit member for the number of class hours canceled. The displaced employee/unit member shall not have bumping rights.

23.505 Class-size minimums will be reviewed on the fourth meeting of that class when they meet three (3) or more times per week and on the second class when they meet two (2) or less times per week. In the event that a class is to be closed at the above evaluation point(s), the director of the adult and continuing education program or a designee will personally inform any instructor of the decision to close the class and the date/time of the final class meeting. A formal written notification will be given to the instructor.

23.506 Classes which do not meet the minimum class size requirements described above may be continued at the discretion of Adult Education based upon the following criteria:

- a. The class is part of a "start-up" or "venture" program.
- b. The class is part of a high school diploma program for credit.
- c. The class is fee-based and financially self-supporting.
- d. The class is legally mandated.

- e. The class is long-standing and has traditionally met a specific community need.
- f. Other classes that do not meet the above criteria may be continued by mutual agreement of EGEA and Adult Education (in reference to on-going classes that have no specific start or stop date).

23.507 If an individual unit member believes that a particular class size is inappropriate, that unit member may refer the issue to the Adult Education Administration (AEA) for discussion with the Faculty Advisory Council.

## **23.6 Evaluation Procedure**

23.601 The District retains sole responsibility for the evaluation and assessment of performance of each adult school unit member, subject only to the following procedural requirements. Should an adult school unit member believe an evaluation to be derogatory, the unit member will be given an opportunity to comment thereon as provided for by law. Accordingly, no grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the District, nor shall the grievance contest the judgment of the evaluator; any grievance shall be limited to a claim that the following procedures have been violated.

23.602 Evaluation of the performances of adult school unit members shall be made as needed, at least once every semester for probationary personnel, and at least once every other year for unit members with permanent status. Should a teacher be employed after the midpoint of the first semester of a school year, evaluation for that semester shall be at the option of the principal.

23.603 Adult school unit members with permanent status may be evaluated yearly or more often if the District or the evaluator deems it appropriate. Reasons for evaluating permanent personnel more often than the minimum required could include but would not be limited to situations such as a new assignment; unsatisfactory previous evaluations; the assignment of a new evaluator; or a need to improve the instructional program.

23.604 Adult school unit members must comply with the standards contained in the evaluation forms which are contained in the Adult School Appendix.

23.605 Classroom observations may be, but shall not be required to be, arranged by the evaluator and the adult school unit member in advance of an observation. Evaluations need not be based solely upon formal classroom observations.

23.606 Previous to the completion of the summary evaluation form, at least one observation and conference should be held. The Evaluation Report may be presented in writing. An adult school unit member may request a conference to discuss its conclusions.

23.607 The evaluator shall not base his/her evaluation on the quality of an adult school unit member's classroom instructional program on information not collected through a means reasonably calculated to achieve accuracy. Negative evaluation

of performance shall not be predicated upon information or material of derogatory nature that has been received by the evaluator from sources such as other teachers, parents, and citizens unless the facts have been verified by the evaluator and discussed with the unit members. Student evaluations will be a factor in formulating the overall evaluation of a unit member.

### **23.7 Leaves**

- 23.701 All other leaves in Article 18 except for Sabbatical Leave, Sick Leave, and Catastrophic Leave shall be granted and implemented according to the procedures in Article 18.
- 23.702 Sick leave shall be provided unit members on the basis of one (1) hour of sick leave for each eighteen (18) hours worked and accrued if unused.

### **23.8 Transfer and Reassignment**

- 23.801 Transfer is defined as a change from one adult education site to another adult education site. Voluntary transfer is defined as a transfer made at the request of a unit member. Involuntary transfer is defined as a transfer made by Adult Education.
- 23.802 Reassignment is defined as a change in assignment within an adult education site and shall not be made arbitrarily or capriciously.
- 23.803 A site is defined as any separate facility where classes are conducted.
- 23.804 Requests for voluntary transfers shall be maintained in the Human Resources Department for no less than one (1) year. Employment opportunity postings shall consist of a job description, time and place of employment, number of hours per week and wage per hour, and deadlines for submitting applications.
- 23.805 A response to advertised employment opportunities is to be submitted to the Human Resources Department.
- 23.806 The Human Resources Department shall notify the applicant of the status of the transfer, increase in hours, increase in hours due to expansion of any program, or other employment opportunities including positions that are new or vacant.
- 23.807 Transfers by the District shall be based on the following criteria: preference of the employee; length and quality of employee service in the District; experience and teaching background; affirmative action goals and needs of the District; and preference of AEA.
- 23.808 Seniority shall be determined by hiring within the Adult Education program as a regular employee.
- 23.809 If a unit member is transferred involuntarily due to enrollment shifts and/or decline, the unit member shall be offered the first opportunity to return to the unit



member's previous site if a subsequent vacancy develops at that site from which the employee had been involuntarily transferred.

23.810 Those to be involuntarily transferred may indicate a preference of assignments to the Human Resources Department and AEA.

23.811 Those to be involuntarily transferred shall, upon written request, have a written reason for the impending transfer from AEA and the Human Resources Department.

## **23.9 Salaries**

23.901 Adult education assignments are based upon enrollment and attendance of voluntary students. As attendance increases or decreases, so must staff assignments. Except as otherwise indicated in this Article, salary can be reduced as assignment is reduced.

- a. Except as indicated by tenure laws, adult school unit members shall be employed on an hourly, as needed basis. In the event that a class is to be closed after the initial three-week evaluation of enrollment, the director of the adult and continuing education program or a designee will personally inform any instructor of the decision to close the class and the date-time of the final class meeting. A formal, written notification will be given to the instructor one week prior to the date/time of the termination of the class.
- b. The hourly rate of pay shall be set forth in the Adult Education Appendix. Advancement in pay due to experience shall be contingent upon the unit member having provided service (actively working) to the District as an adult school teacher for not less than twenty-seven (27) weeks during the preceding year. Verification of Units must be made no later than October 1 of the year in which unit member anticipates movement between columns. Units taken must be approved in advance by the Staff Development/Human Resources Department based upon the criterion that the teaching performance of the unit member will be enhanced either in subject matter or technique.

23.902 The substitute rate shall be based on the lowest rate of pay on the schedule for all new substitutes. Any existing member shall be paid their current wage for substituting.

- a. A unit member who wants to substitute will fill out the days and hours of availability and file the form with AEA for inclusion on the substitute list.
- b. AEA has discretion in appointing subs but will consider teacher input if appropriate.
- c. Time served as a substitute will not count for any purpose, including but not limited to sick leave, health benefit eligibility, seniority or movement on the salary schedule.

## **23.10 Fringe Benefits**

- 23.1001 The District will provide for each unit member who works no less than 20 hours per week for 36 weeks per year a yearly health and welfare benefit allocation equivalent. The amount of the health and welfare benefit allocation shall be set forth in the Adult Education Appendix.
- 23.1002 No unit member shall earn more than one (1) full benefit from any combination of regular day school employment and adult school employment. Qualification for benefits cannot combine hours worked between regular day school employment, substituting, and adult school employment in any capacity.
- 23.1003 All unit members receiving fringe benefits may continue to receive fringe benefits for that benefit year by contributing the differential percentage that their assignment is to qualifying time, i.e., if the unit member were assigned twenty (20) hours and during the benefit year was reduced to sixteen (16) hours, then the unit member could retain benefits by contributing twenty-five percent (25%) of the costs. This right is conditioned upon continuing employment with Adult Education.

## **23.11 Workday and Work Year**

- 23.1101 The workday is to be scheduled as per the Adult Education calendar. The work year shall be established by the AEA after consultation with the Faculty Advisory Committee.
- 23.1102 The teacher work assignment shall end after the end of the class.
- 23.1103 Teachers shall be compensated for any mandatory, required meetings outside the assigned work hours.
- 23.1104 Mileage shall be paid when an employee is required to commute between two sites without an intervening time in the schedule of two or more hours.
- 23.1105 The full-time teacher work year shall consist of thirty-six (36) weeks at thirty-two and one-half (32.5) hours (including prep time).
- 23.1106 In order to provide those unit members currently working more than 36 weeks the same length work year, they will receive first priority for available assignments for which they are credentialed and competent.
- 23.1107 Full time staff members shall be paid for one-half hour of preparation per day. Those staff currently with more preparation time shall be grandpersoned.

## **23.12 Scheduling**

The District agrees to make a good faith effort to notify unit members of their assignments at the earliest possible opportunity. If feasible, the District shall notify teachers of their tentative teaching schedules fifteen (15) calendar days prior to the start of each semester.

### **23.13 Working Conditions**

Student aides or other clerical persons shall be available four (4) nights per week for assisting faculty in clerical duties, copying, etc., provided that sufficient funds are available as reasonably determined by AEA.

### **23.14 Layoff or Reduction of Unit Members for Lack of Funds**

23.1401 In the case of current Adult Education funded personnel who are not to be renewed due to lack of work or lack of funds (when more teachers have assignment rights than course offerings), the following procedures shall apply:

- a. The AEA shall first identify the affected course(s), including closely-related courses in the same subject (i.e., English 1, 2, 3 and 4).
- b. The seniority of all non-tenured personnel teaching the course(s) and assigned to the time-reporting site shall be reviewed.
  1. Seniority is measured by the number of consecutive, uninterrupted years of satisfactory service. Time spent on approved unpaid leaves of absence does not count as time served but does not constitute an interruption of the "consecutive" service requirement.
  2. To qualify for a year of seniority, the individual must have satisfactorily served at least seventy-five percent (75%) of the weeks for full-time service (27 weeks).
  3. Service in both Adult Education and continuing education programs (categorical and general fund) shall apply.
- c. The employee qualified according to the criteria of 23.1501(b) with the least seniority shall be released first unless the site administrator reasonably determines that the person has needed instructional skills or qualifications, not possessed by an employee with greater seniority. A seniority list shall be maintained by the Human Resources Department, provided to impacted employees and EGEA prior to layoff pursuant to this Article. EGEA shall be kept informed on the requirements for layoff during regularly-scheduled consultation meetings. It is intended that any unit member who is credentialed and competent to perform continuing services will be retained over more junior employees even if the continued service is outside of the current assignment.
  1. The employee shall be provided notice of layoff no less than ten calendar days prior to its effective date and an opportunity to have a hearing on the matter before the Administrator of Personnel if a hearing is demanded within five (5) days of notice.
  2. The hearing shall give the employee the right to present evidence and provide a defense.

3. The Assistant Superintendent for Human Resources shall make findings of fact and render the decision of the District. Should the employee be reinstated, he or she shall be entitled to back pay for the hours lost.

## **23.15 Staffing**

- 23.1501 Prior to the beginning of a term, the AEA shall prepare a list of courses to be offered at that site by program. After preparing that list, the AEA shall make their assignment to those programs from the eligibility list of staff members currently teaching at that site. These positions need not be posted.
- a. It shall be the responsibility of the AEA to identify courses that meet the needs of the various programs offered by Adult Education.
  - b. The AEA shall maintain eligibility lists of qualified employees composed of those employees currently servicing a site by credential, seniority, past assignments, and bilingual ability. "Qualified" as used in this sub-section, shall mean that the applicant has taught the same course or closely related course in the same subject, possesses the requisite credential, and possesses the needed instructional skills or qualifications as stated on the job posting. The AEA shall select from among the qualified applicants at the site to fill each position.
- 23.1502 The first priority for assignment shall be the filling of positions by tenured staff who are guaranteed a number of hours. The second priority for assignment shall be maximizing the assignment of those who are qualified for benefits. The third priority for assignment shall be maintaining the current ratio of tenured to non-tenured positions. The fourth priority for assignment shall be enhancing the hours of those staff who have been rated above satisfactory in their evaluations. The fifth priority will be filling positions from the eligibility lists maintained by site administrators.
- a. No unit member shall be entitled to, nor may he or she gain a right to a continuing assignment of more than full-time.
- 23.1503 All remaining new or vacant part-time positions or courses in Adult Education funded programs shall be posted at the applicable time, reporting site, and each division thereof by June 1 for year round programs, and August 1 for Adult Education Programs and by January 5. The posting shall identify the subject(s), number of hours per week, class schedule and time(s), certification required, any special skills and qualifications, and the deadline for applications.
- a. These vacancies shall be filled by paper screening applications based upon the priorities in 23.1502 and interviewing no fewer than the top four candidates.
- 23.1504 Remaining unfilled positions shall be posted at the District Office and at all Adult Education sites by June 15 for year round programs, August 15 for traditional programs, and January 15. To apply for such positions a person must either qualify as provided above or possess other appropriate training and experience needed for the position, possess the requisite credential, and possess

the instructional skills or qualifications as stated in the job posting. The AEA shall select from among the applicants.

- 23.1505 Positions coming available after the beginning of the term may be filled at the discretion of the AEA.
- 23.1506 Those to be involuntarily transferred may indicate a preference of assignments to the AEA.
- 23.1507 Those to be involuntarily transferred shall, upon written request, have a written reason for the impending transfer from AEA.
- 23.1508 Adult Education agrees to make a good faith effort to consider part-time teachers preference in making assignments. When possible, employees will be notified of their assignment fifteen (15) calendar days before the beginning of each semester. Employees may indicate a preference for a change of assignment by notifying the AEA in writing forty-five (45) days before the beginning of the next semester.

## **23.16 Release of Personnel for Unsatisfactory Performance**

- 23.1601 Current personnel in either Adult Education or categorically funded positions do not have an implied right to employment beyond their assigned term except as required by the Education Code. However, if they are not to be renewed due to dissatisfaction with the quality of their services, they shall be evaluated in accordance with the requirements of this article.
  - a. Unit members released for unsatisfactory performance must have been preceded by compliance with the evaluation provisions of this Article.
  - b. The rights of personnel with an assignment of less than six (6) hours per week are limited to final notice.

## **23.17 Faculty Advisory Committee**

### **A. Definition**

The Faculty Advisory Committee (FAC) is an advisory committee to the AEA and chaired by the AEA for the discussion of curriculum and instructional issues.

### **B. Purpose**

The purpose of the committee is to discuss curriculum and instructional issues that directly affect the school, including curriculum development, school instructional site budget, master schedule, and other topics specifically related to curriculum and instruction as determined by the principal and members of the committee.

### **C. Composition Of The Faculty Advisory Committee**

- (1) The FAC shall have one faculty member selected democratically from the jail program, one from the fee based-programs, one from the Adult Education programs, one from EGEA, and the designated administrator. The bargaining unit members shall be elected democratically by an at-large election.

The AEA and/or members of the above committee may invite resource people to attend meetings of the committee from time to time as necessary.

#### D. Selection

- (1) By the end of the first school month in each school year, the unit members at each of the designated programs shall elect a FAC. Each bargaining unit member shall have an opportunity to nominate himself/herself or be nominated by another member of the bargaining unit to serve on the FAC. The election ballot will be composed of those teachers nominated and who are willing to serve. All bargaining unit members shall have the opportunity to vote.
- (2) If a tie exists, a runoff election for that position(s) will be held. The runoff election will consist of bargaining unit members who tied for the position(s) in the previous election.
- (3) If a vacancy develops after the initial election, the FAC shall have a special at large election to fill the vacant seat(s). The same election procedures will be followed during the special election. The principal working with a site representative of the Association shall conduct the election.

#### E. Compensation

The wages paid to elected members of the FAC shall be established in Appendix C.

#### F. Meetings

- (1) Meetings will be held at least eight times annually. Additional meetings may be held if agreed to by AEA and members of the FAC. None of the hours earned through meetings may be used for benefit or tenure eligibility.
- (2) The agenda will be mutually developed by AEA and members of the FAC.
- (3) Minutes of the FAC meetings shall be recorded by a person mutually selected by the committee and the principal. Minutes of the FAC meetings shall be posted, one (1) copy distributed to each unit member as soon as possible following the completion of the meeting. The minutes shall reflect the mutual concurrence of the AEA and the committee members relative to the content of the minutes.
- (4) The FAC serves in an advisory capacity to the AEA to deal with curriculum and instructional issues.

#### G. Training

The AEA will make every effort to train FAC members in interest-based conflict resolution as soon as practicable.

## **ADULT EDUCATION APPENDIX**

### **A. SALARY**

A salary schedule shall be established with five (5) steps and five (5) columns based upon satisfactory years of experience and verification of appropriate credential (and/or) education as set out above. (Salary Schedule: Appendix B) Beginning on July 1, 2006, a Class F shall be added to the salary schedule “square,” the salaries in Class F will be based on the patterns established in Classes A-E. Therefore, Class F, Step 1, will be the same as Class E, Step 2, Class F, Step 2, will be the same as Class E, Step 3 and so on. The highest step in Class F—Step 5—will be 50 cents greater than Class F, Step 4.

Requirements for Class F shall be BA + 75 units or a Standard Designated Credential and 15 years of Vocational or Trade Experience.

All employees in Class E as of June 30, 2006, shall automatically be placed on Class F.

### **B. FRINGE BENEFITS**

Each unit member employed for twenty hours (20) per week shall be entitled to participate in health and welfare benefits as contained below. Qualifying unit members will be entitled to health and welfare benefits paid by the District at the rate then contributed for K-12.

See Appendix G for Health and Welfare Benefits.

### **C. EVALUATION FORMS**

See Appendix F for Evaluation Forms.

## ARTICLE 24

### Completion of Negotiations

- 24.1 Any individual contract between the district and the individual employee within the representational unit of this contract heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.
- 24.2 This agreement shall supersede any policies, regulations, rules or practices of the district which shall be contrary to or inconsistent with its terms.
- 24.3 During the term of this agreement, the Association waives and relinquishes the right to meet and negotiate and agrees that the district shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this agreement or not, unless otherwise provided in this agreement, even though each subject or matters may not have been within the knowledge or contemplation of either or both the district or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.
- 24.4 This agreement shall constitute the full and complete commitment between parties and shall supersede and cancel all previous agreements both written and oral. However, this agreement may be altered, changed, added to, deleted from or modified through the voluntary, mutual concern of the parties in a written and signed amendment to this agreement.



## **ARTICLE 25**

### **Savings**

- 25.1 If any provision of this agreement or any application thereof to any teacher is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 25.2 Should a provision or application be deemed invalid, as described in paragraph 25.1 above, the Board shall re-institute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.

## **ARTICLE 26**

### **Concerted Activities**

- 26.1 The Association agrees not to strike during the term of this agreement or to engage in concerted activities which are disruptive of educational programs. Those individuals engaging in the above activities will be subject to appropriate discipline.

## **ARTICLE 27**

### **Limited Term Agreements**

*See Appendix H for limited term agreements.*

## **ARTICLE 28**

### **Duration**

- 28.1 The parties agree to extend the collective bargaining agreement between the parties from July 1, 2017 to June 30, 2019. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

**APPENDIX A**

**GRIEVANCE FORM**

**ELK GROVE EDUCATION ASSOCIATION**

**Grievance Form**

**Date:** \_\_\_\_\_

**Name of Grievant:** \_\_\_\_\_ **Immediate Supervisor:** \_\_\_\_\_

**School:** \_\_\_\_\_ **Assignment:** \_\_\_\_\_

**Information: Check if an informal conference was held:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Signature of Grievant:** \_\_\_\_\_

**Date Cause of Grievance Occurred:** \_\_\_\_\_

**Date & Time of Presentation:** \_\_\_\_\_

\_\_\_\_\_

**Signature of immediate Supervisor:** \_\_\_\_\_

**Step 1 Immediate Supervisor (section 7.401)**

**A. Statement of Grievance (Section 7.402 – must include contract section violated)**

**Summary of violation(s):**

## APPENDIX B

### SALARY SCHEDULE

*See Elk Grove Unified School District Website*

- <http://www.egusd.net>
- Select EMPLOYMENT
- Select SALARY SCHEDULES
- Select CERTIFICATED REPRESENTED BY EGEA – ELK GROVE EDUCATION ASSOCIATION, SALARY SCHEDULE 10
- Select NURSE AND SPEECH AND LANGUAGE PATHOLOGISTS, SALARY SCHEDULE 08

Or, click on the following to access the above salary schedules:

[Salary Schedules | Elk Grove Unified School District](#)

## APPENDIX C

### ADJUNCT DUTY AND HOURLY SALARY SCHEDULE #17

*See Elk Grove Unified School District Website*

- <http://www.egusd.net>
- Select EMPLOYMENT
- Select SALARY SCHEDULES
- Select CERTIFICATED REPRESENTED BY EGEA – ELK GROVE EDUCATION ASSOCIATION, SALARY SCHEDULE 10 (Salary Schedule #17 is on the second page of Salary Schedule #10)

# APPENDIX D

## SHARED CONTRACT APPLICATION



ELK GROVE UNIFIED SCHOOL DISTRICT  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

APPENDIX D

### PERCENTAGE/PART-TIME CONTRACT APPLICATION

Name \_\_\_\_\_ Date \_\_\_\_\_

Grade/Subject \_\_\_\_\_ Location/School \_\_\_\_\_

**Note: Deadline for submission of this application or an extension to the Human Resources Department is February 1st of the school year for the following school year.**

1. Current percentage of employment: \_\_\_\_\_ %

2. Type of contract requested:

- Regular Leave of Absence/Partial Contract  
Article 18, Elk Grove Unified School District/EGEA Agreement
- Reduced Workload Contract, full retirement credit  
Article 7, Elk Grove Unified School District/EGEA Agreement
- Other (i.e. Shared Contract)

3. Percentage requested \_\_\_\_\_ %

4. Requested work schedule:

Semester:  1st  2nd      Half Days:  a.m.  p.m.

Alternating:  Days  Weeks

Other: *(please describe)* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Requested partner: \_\_\_\_\_ Unknown to date

**NOTE:** A Shared Contract Application Form is to be completed, if appropriate.

\_\_\_\_\_  
*(Applicant's Signature)*

**Principal's Comments and/or Endorsement:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*(Principal's Signature)*

\_\_\_\_\_  
*(Date)*



**Submit to Human Resources Department by February 1st**

# APPENDIX E

## SHARED CONTRACT AGREEMENT



ELK GROVE UNIFIED SCHOOL DISTRICT  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624

NEW REQUEST \_\_\_\_\_  
CONTINUING REQUEST \_\_\_\_\_  
CHANGE IN FTE \_\_\_\_\_

ALL 2017-18 SHARED CONTRACT REQUESTS  
MUST BE RECEIVED IN HUMAN RESOURCES  
BY WEDNESDAY, FEBRUARY 1, 2017. THIS 12 MONTH CONTRACT TERMINATES ON 6/30/18 AND BENEFITS  
ELIGIBILITY CEASES AS OF THAT DATE.

\*\*\*\*COMPLETE ONE SHARED CONTRACT FORM PER TEAM\*\*\*\*

SHARED CONTRACT

Agreement of a Shared Contract between \_\_\_\_\_ and \_\_\_\_\_  
Partner #1  
\_\_\_\_\_ for the 2017/18 school year.  
Partner #2

We, the above-named teachers in the Elk Grove Unified School District, do hereby agree to share the \_\_\_\_\_ grade assignment, \_\_\_\_\_ calendar or track assignment, at \_\_\_\_\_ Elementary School under the following agreement:

- \_\_\_\_\_ will work \_\_\_\_\_% and observe the following schedule: Partner #1  
(Please print) \_\_\_\_\_  
(days per week) \_\_\_\_\_
- \_\_\_\_\_ will work \_\_\_\_\_% and observe the following schedule:  
Partner #2 (Please print) \_\_\_\_\_  
(days per week) \_\_\_\_\_

Shared contract partners are responsible for all mandatory teacher workdays and all staff meetings. Additionally, a statement must be attached that outlines (according to numbered item) the division of partner responsibilities as it pertains to the following:

- |  |  |
|--|--|
| 1. Grade Level Planning                  | 10. Report Cards   |
| 2. In-service Training/Staff Development | 11. Academic Performance or Behavior Concerns            |
| 3. Co-op Meetings                        | 12. Student Data and Progress Information                |
| 4. IEP Meetings                          | 13. Deficiency Notices                                   |
| 5. Partner Communication                 | 14. Field Trips  |
| 6. Parent Contacts/Conferences           | 15. Class Performances or Events (Day or Evening)        |
| 7. Back To School Nights                 | 16. Adjunct Duties                                       |
| 8. Open House                            | 17. Textbooks  |
| 9. Grade Determination                   | 18. Approval of Purchases from site, grant PTA/PTO funds |

Benefits (Medical, Vision, Dental) will be paid as follows: \_\_\_\_\_

\*\*\*Per the EGEA agreement (22.1412),

When one partner to a shared contract is unable to by reason of disability or other circumstance to continue under the shared contract agreement, the other partner is responsible for returning to full-time. Should such return be blocked by personal circumstances permanently, the partner shall be responsible for temporarily becoming full-time while other arrangements are made.

\*\*\* AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 \*\*\*

_____ <i>(Signature)</i>	_____ <i>(Signature)</i>
<small>EIN (required)</small>	<small>EIN (required)</small>

\*\*\* This contract has been developed with my full knowledge and agreement.

\_\_\_\_\_  
*Endorsed (Principal)* \_\_\_\_\_ *(Date)*

\* This contract has been reviewed by Human Resources Department and approved.

\_\_\_\_\_  
*Approved (Director for Certificated Personnel)* \_\_\_\_\_ *(Date)*

**NOTE:** Employees who work less than 75% of the number of days school is in session DO NOT earn experience credit toward step advancement on the salary schedule.

**APPENDIX F**

**CERTIFICATED EVALUATION FORM**



**ELK GROVE UNIFIED SCHOOL DISTRICT**

**Standard Teacher Evaluation Form**

EVALUATEE: \_\_\_\_\_ EIN#: \_\_\_\_\_ DATE: \_\_\_\_\_

SCHOOL ASSIGNMENT \_\_\_\_\_ GRADE/SUBJECT/TRACK \_\_\_\_\_

Employment Status:

_____Temp	_____First Evaluation	_____# Observations
_____Prob I	_____Second Evaluation	_____# Conferences
_____Prob II	_____Bi-Annual Evaluation	
_____Tenured	_____5 Year Evaluation	

ASSIGNED EVALUATOR: \_\_\_\_\_

**◆ I. EVALUATION OF PERFORMANCE IN THE FOLLOWING AREAS:**

Standard One: Engaging and Supporting All Students in Learning:

Standard Two: Creating and Maintaining Effective Environments for Student Learning:

---

◆ **I. EVALUATION OF PERFORMANCE IN FOLLOWING AREAS: (CONTINUED)**

Standard Three: Understanding and Organizing Subject Matter for Student Learning:

Standard Four: Planning Instruction and Designing Learning Experiences for All Students:

Standard Five: Assessing Student Learning:

Standard Six: Developing as a Professional Educator:

---

◆ **II. RECOMMENDATION FOR CONTINUED EMPLOYMENT:**

Continuation Recommended - Meets or Exceeds Standards

Continuation with Improvement(s) Recommended

Continuation with Improvement(s) Required

NOT RECOMMENDED for Continuation

If concerns exist regarding Standards other than those being evaluated, evaluation in all six standards may be required next year (Tenured Teachers Only).

EVALUATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*The evaluatee's signature denotes reading and reviewing the evaluation but does not necessarily indicate agreement. Evaluatees have the right to submit a written response within fifteen (15) working days. (Evaluation Written Response forms are available upon request.)*

---

Send Original to:  
Make Copies and Send to:

Human Resources  
Area Supervisor, Evaluatee, Evaluator

---

**ELK GROVE UNIFIED SCHOOL DISTRICT**

**Standard Evaluation Form**

**Recommended**

**Required**

**1. AREA(S) FOR IMPROVEMENT:**

**2. SPECIFIED RECOMMENDATIONS FOR IMPROVEMENT:**

EVALUATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

EVALUATEE'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

*The evaluatee's signature denotes reading and reviewing the evaluation but does not necessarily indicate agreement. Evaluatees have the right to submit a written response within fifteen (15) working days. (Evaluation Written Response forms are available upon request.)*

---

Send Original to:  
Make Copies and Send to:

Human Resources  
Area Supervisor, Evaluatee, Evaluator

---

**ELK GROVE UNIFIED SCHOOL DISTRICT**

**Evaluation Written Response Form**

**EVALUATEE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATOR** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATOR'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**EVALUATEE'S SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

*The evaluatee's signature denotes reading and reviewing the evaluation but does not necessarily indicate agreement. Evaluatees have the right to submit a written response within fifteen (15) working days. (Evaluation Written Response forms are available upon request.)*

---

Send Original to:	Human Resources
Make Copies and Send to:	Area Supervisor, Evaluatee, Evaluator

---

## APPENDIX G

### HEALTH AND WELFARE BENEFITS

*See Elk Grove Unified School District Website*

- <http://www.egusd.net>
- Select EMPLOYMENT
- Select PAYROLL and BENEFITS



## APPENDIX H

### LIMITED TERM AGREEMENTS

1. Tentative Agreement, dated March 22, 2018.
  - a. Memorandum of Understanding Between EGUSD and EGEA Regarding Subject Matter Teachers
  - b. Memorandum of Understanding Between EGUSD and EGEA Regarding Overload and Class Size Alternate Agreement
  - c. Memorandum of Understanding Between EGUSD and EGEA Regarding Secondary Alternating A/B Block Schedule Approval Process
  - d. Pilot Agreement-Extension Between EGUSD and EGEA Regarding Late Start or Early Out Elementary Collaboration Time
  - e. Memorandum of Understanding Between EGUSD and EGEA Regarding Consultation and Case Management Time 2018-2019 and 2019-2020 School Year Pilot
  - f. Memorandum of Understanding Between EGUSD and EGEA Regarding Preschool Programs
  - g. Pilot Agreement Between EGUSD and EGEA Emergency Leave Pilot
  - h. Side Letter of Agreement Between EGUSD and EGEA Regarding 2019-2020 Transfers
  
2. For other reference documents, *see District Email System*
  - Access District Email
  - Select PUBLIC FOLDERS
  - Select ALL PUBLIC FOLDERS (if this is an option)
  - Select EGEA
  - Select EGEA REFERENCE DOCUMENTS

**Tentative Agreement**  
**Between**  
**Elk Grove Unified School District**  
**And**  
**Elk Grove Education Association**  
**March 22, 2018**

Elk Grove Unified School District (District) and the Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and have agreed to enter into this Tentative Agreement (Agreement) to resolve negotiations for the 2017-2018 and 2018-2019 school years with no reopeners. All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

**1. 2017-2018 School Year (Ongoing)**

Effective retroactive to July 1, 2017, 1.75% shall be added to the EGEA salary schedule consistent with the attached 2017-2018 #10-certificated salary schedule.

**2. 2018-2019 School Year (Ongoing)**

Effective July 1, 2018, the following changes shall be made to the 2017-2018 salary schedule consistent with the attached 2018-2019 #10 certificated salary schedule:

a. **Beginning Steps.** The parties agree to increase the beginning steps on the EGEA salary schedule consistent with the attached 2018-2019 #10 certificated salary schedule.

b. **Steps 14 and 15.** The parties agree to revise Steps 14 and 15 on the EGEA salary schedule consistent with the attached 2018-2019 #10 certificated salary schedule.

c. **New Step 22 @ 3%.** The parties agree to add a new step 22 valued at 3% greater than step 19 consistent with the attached 2018-2019 #10 certificated salary schedule. **[Comparability Study]**

**3. One-time Expenditures 2018-2019**

a. **One-Time 2.25%**

Effective July 1, 2018 for the 2018-2019 school year, each 1.0 full time equivalent EGEA unit member shall receive (2.25%) of 2018-2019 year base salary as a one-time, off-schedule payment that will be issued by the District to each bargaining unit member. This one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. To be eligible for this one-time, off

schedule salary compensation allocation, the unit member must be in paid status between August 1, 2018 and September 30, 2018.

**b. Adjunct Salary Schedule #17 (One-time/2018-19 and 2019-20)**

Effective July 1, 2018 and for the 2018-2019 and 2019-2020 school years only, the parties agree to add 1.75% to the Adjunct #17 Salary Schedule consistent with the attached Adjunct Salary Schedule #17, unless negotiated otherwise.

**c. Secondary Staffing Committee and Non-instructional FTE (One time/2018-19 and 2019-20)**

ESEA and EGUSD agree to continue the Secondary Staffing and Class Size committee to find ways to address the causes and effects of higher class sizes.

EGUSD will provide the committee with relevant district-wide data on secondary class sizes at least once per quarter in the 2018-2019 school year.

For the 2018-2019 and 2019-2020 school years only:

- (1) 4.5 FTE of non-instructional FTE shall be added to District Middle Schools district wide and this equates to .5 FTE per Middle School, and
- (2) 4.5 FTE of non-instructional FTE shall be added to District High Schools district wide and this equates to .5 FTE per comprehensive High School.
- (3) The parties agree that the additional non-instructional FTE described in this section for 2018-2019 shall reduce the amount of general education funded FTE (formula-based) used for non-instructional purposes in 2017-2018 by at least .5 FTE per Middle and comprehensive High School sites.

**4. Adult Education #9 (Ongoing)**

Effective July 1, 2018, consistent with the attached 2018-2019 Adult Education #9 Salary Schedule, the parties agree to add 5% to the 2017-2018 Adult Education #9 Salary Schedule for the 2018-2019 school year. In addition, a new Step 8 shall be added to the Adult Education #9 Salary Schedule valued at 5% greater than Step 5 of the new 2018-2019 #9 salary schedule. Please see attached Adult Education 2018-2019 salary schedule for implementation of this agreement.

The parties agree that the Adult Education committee's recommendations related to salary placement and step mobility (720 hour threshold) will be implemented; the parties agree to continue to work on contract language clean up of Adult Education, Article 23, of the parties' collective bargaining agreement. **[Comparability Study]**

**5. Nurse Salary Schedule (Ongoing)**

Effective July 1, 2018, the parties agree to the attached salary schedule for Nurses.

Initial salary schedule placement and other salary schedule terms shall be applied consistent with the same collective bargaining agreement provisions applicable to EGEA unit members on #10 certificated salary schedule. Nurses shall work a 187 day work year and an 8 hour work day.

**6. Speech and Language Pathologist Salary Schedule (Ongoing)**

Effective July 1, 2018, the parties agree to the attached salary schedule for Speech and Language Pathologists.

Initial salary schedule placement and other salary schedule terms shall be applied consistent with the same collective bargaining agreement provisions applicable to EGEA unit members on #10 certificated salary schedule.

Speech and Language Pathologists shall work a 187 day work year and an 8 hour work day. **[Comparability Study]**

**7. Counselors**

At the beginning of the 2018-2019 school year, the parties agree that the District will add 4.0 FTE of counselors.

The parties agree that this provision is not subject to the parties' grievance procedures.

**8. Arbinger Training**

EGEA and EGUSD are committed to Arbinger in Education training for all unit members. It is understood that all unit members are expected to participate in this training, and the training shall not exceed eight (8) hours. For such training provided outside of work hours and/or work days, unit members will have the option of receiving either pay at the current hourly rate (not the per diem rate), or the salary schedule credit equivalent, once all eight (8) hours of training are completed. Hourly pay and salary schedule credit for this training shall not exceed eight (8) hours. The eight (8) hours of Arbinger In Education training shall be scheduled at various times over a period of three school years (2018-2019, 2019-2020 and 2020-2021).

**9. 2018-2019 School Year Contingency Compensation Provisions**

**a. Ongoing Contingency Compensation for 2018-2019**

If the District receives ongoing new LCFF revenue for the 2018-2019 school year that exceeds \$28,200,969 up to an additional \$4,691,407 million dollars, then the value that exceeds \$28,200,969 up to \$4,691,407 million dollars shall be allocated by the Board consistent with its interests related to Level 1 Board priorities.

If the ongoing new LCFF revenue for the 2018-2019 school year exceeds \$32,892,376, then the value of the ongoing new LCFF revenue for the 2018-2019 school year that exceeds the \$32,892,376 shall be converted into a percentage based upon EGEA's fair share.

The EGEA fair share value of the amount over \$32,892,376 shall be added to EGEA salary schedules (#9, 10, Nurses/SLPs) as an ongoing percentage increase. This fair share value shall be prorated if the amount equals less than one percent, based upon the bargaining unit's fair share calculation for a less than one percent increase. This fair share value shall not exceed one percent added to EGEA salary schedules (#9, 10, Nurses/SLPs).

The above contingent increases shall not apply to adjunct #17 salary schedule. If through 2018-2019 State legislation, the target amounts change for supplemental and concentration requiring the district to increase its allocation for supplemental and concentration programs, then the parties agree to meet and negotiate adjustments if needed.

**b. One time Contingency Compensation for 2018-2019**

If the District receives one time, unrestricted, discretionary funding, included in the final State approved budget, for the 2018-2019 school year that exceeds \$17,685,103, then the dollar value that exceeds \$17,685,103 shall be converted into a percentage based upon EGEA's fair share. The dollar value that exceeds \$17,685,103 shall be paid on a one time, off of the schedule basis to unit members based upon EGEA's fair share value for all bargaining units not to exceed one percent. This contingent one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. To be eligible for this contingent one-time, off schedule salary compensation allocation, a unit member must be in paid status between August 1, 2018 and September 30, 2018.

**10. Subject Matter Teacher Agreement-2018-2019 and 2019-2020**

Effective July 1, 2018, the parties agree to the attached Subject Matter Teacher Agreement.

**11. Overload Agreement-2018-2019 and 2019-2020**

Effective July 1, 2018, the parties agree to the attached Overload Agreement.

**12. Athletic Directors**

Consistent with new CIF rules and beginning July 1, 2018, ten (10) work days shall be added to the Athletic Directors' work year.

**13. Activities Directors**

Effective July 1, 2018, the parties agree that Activities Directors may volunteer to work additional hours up to a total of 75 hours at the current hourly rate.

**14. A/B Block Schedule Agreement**

Effective July 1, 2018, the parties agree to the attached A/B Block Schedule Agreement.

**15. Combination Class-Elementary Teachers**

Effective July 1, 2018, the parties agree that to provide support to combination teachers, combination teachers shall not be required to provide morning or afternoon supervision duty and shall not be required to perform adjunct duties.

In addition, combination teachers may also receive, when time is available, additional computer resource time.

**16. Bereavement Leave-Section 18.7**

The parties agree to the following revision of Section 18.7:

Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family and five (5) days if out-of-state travel is required. If the loss is of a spouse or a child, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required. Bereavement Leave days shall not be deducted from the sick leave balance.

**17. Priority Enrollment**

The District and EGEA agree to continue to work together on options to provide some priority status for unit members in the student intradistrict and interdistrict transfer process.

**18. Mental Health**

The parties agree that access to mental health and behavioral services for our students is a concern. The frequency and intensity of student need is growing. During the 2018-2019 school year, the parties agree to participate in the development of short term and long term planning to address the mental health and behavioral needs of students.

**19. Sick Leave/Personal Necessity Language**

Effective July 1, 2018, the parties agree to the following:

**a. The definition of immediate family for purposes of 18.301 sick leave and bereavement leave only shall include a non-registered domestic partner designated by the unit member. Non-registered domestic partner status does not qualify for eligibility for health and welfare benefits.**

In general, a non-registered domestic partnership has the following criteria:

1. The partners have a committed relationship which has existed for at least one year; and
2. The partners both reside at the same address; and
3. The unit member certifies to the District that this information is true and correct at the time that the unit member requests the sick leave or bereavement leave.

b. 18.301 Full-time unit members shall be entitled to leave of absence for illness, accident, quarantine, injury, diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's spouse, child, parent or domestic partner who is ill, or if they are victims of domestic violence, sexual assault, or stalking at full pay at the rate of one (1) day per working month. In no case shall the amount be less than ten (10) days for full-time ten (10) month employees, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and transferable from district to district.

c. 18.5 Personal Necessity Leave

18.501 Up to ten (10) days of leave of absence for illness or injury may be used for personal necessity. Effective beginning retroactively to January 1, 2018, up to three (3) of those ten days of personal necessity may be used for matters of personal importance.

d. 18.502 Advance permission shall not be required for any of the following purposes, except for Sections 4, 5 and 8, when more than five consecutive personal necessity days are needed. In these cases, prior approval from Human Resources is required.

(1) Death or serious illness of a member of his or her immediate family, close friends or relatives other than immediate family;

(2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family, close friends, or relatives other than members of the immediate family;

~~(3) The birth or adoption of his/her child. (4) Death involving close friends or relatives other than immediate family. (5) Accident involving relatives other than members of the immediate family. (6) Illness involving relatives other than members of the immediate family.~~

~~(7) Attendance at religious observances, weddings, or observances honoring a unit member or members of employees of the unit member's immediate family, and close friends or relatives other than immediate family.~~

(85) Attending to legal or business matters of compelling personal importance, which cannot be attended outside the workday.

(9-6) Unexpected personal or family situations, which require immediate attention.

(40 7) Appearance in court as a litigant.

(8) PreK-12 School sponsored, supervised and/or approved activities leave for child-related activities (for parent, grandparent, guardian, stepparent, foster parent or person who stands in loco parentis to a child of the age to attend Pre-K through grade 12.)

(9) Matters of personal importance (A maximum of three days per year).

e. 18.503 The personal necessity days may not be taken to vacation, to extend holidays, nor to engage in concerted activities. The days are deducted from the employee's sick leave bank days and are not in addition to the current contribution of ten (10) days annually.

f. 18.504 The district may require appropriate written verification and/or documentation that this leave was taken for the purposes described in this article.

g. An employee must be notified of any docking of pay related to sick leave or personal necessity and must be given the opportunity to appeal that decision to Human Resources before the docking takes place.

#### 20. Catastrophic Leave

The parties agree to revise the catastrophic leave provisions included in the collective bargaining agreement to include language that there is a 30 day catastrophic leave limit for unit members to care for an immediate family member other than for themselves, their spouse, or their child. A unit member may apply for an additional 30 days of catastrophic leave in extenuating circumstances.

#### 21. Transfer, Article 11

Prior to May 25, 2018, the parties agree to revise Article 11, Transfer and Reassignment, and to incorporate a version of the current transfer round pilot into the collective bargaining agreement.

#### 22. Special Education (One Time)

For the 2018-2019 school year only, the parties agree that special education teachers responsible for developing Individualized Education Programs (IEP) plans, may volunteer to work, for purposes of developing IEP plans, additional hours up to an



annual total of 40 hours at the current hourly rate. The hours described in this section shall not supplant the current models of additional support provided by Special Education and the District. The process for tracking and submitting timesheets for reimbursement under this section shall be developed by the District in consultation with EGEA.

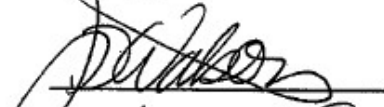

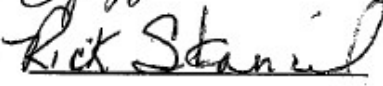
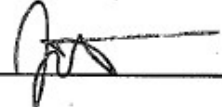

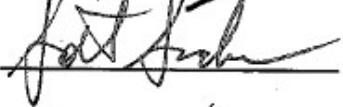
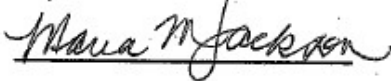
The parties acknowledge and agree that the Special Education Committees shall continue to work to address concerns regarding consultation time, class sizes, workload/caseload, safety, as well as, other issues.

**23. Duration**

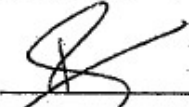
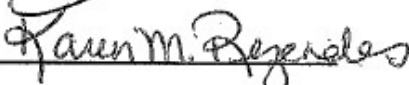
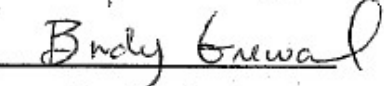

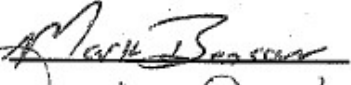

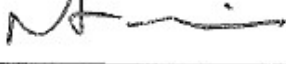
The parties agree to revise Article 28 as follows:

The parties agree to extend the collective bargaining agreement between the parties from July 1, 2017 to June 30, 2019. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

For EGEA

  
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For EGUSD

  
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*Donald M. Cheney*  
\_\_\_\_\_

Dated: 3/22/18

Dated: 3/22/18

Memorandum of Understanding  
Between  
Elk Grove Unified School District  
And Elk Grove Education Association  
2018-2019 and 2019-2020

Subject Matter Teachers

March 22, 2018

The Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), collectively referred to as the "Parties," agree to the following Memorandum of Understanding ("MOU" or "Agreement"):

**RECITALS**

**A. WHEREAS**, the Parties entered into agreements for the 2015-2016, 2016-2017 and 2017-2018 school years to pilot agreements regarding Subject Matter Elementary Teachers and Grades 4-6 preparation time in a Tentative Agreement, dated February 25, 2015 and a MOU, dated February 9, 2017.

**B. WHEREAS**, the Parties wish to enter into another subject matter teacher/4-6 Preparation Time Agreement for at least two additional school years, the 2018-2019 and 2019-2020 school years.

**C. WHEREAS**, the Parties negotiated the following subject matter teacher/4-6 Preparation Time MOU.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct.
2. The parties agree that for the 2018-2019 and 2019-2020 school years subject matter teachers will be assigned to elementary sites as follows:
  - a. Any site that has 14 or more classes of grades 4-6 teachers will be allocated a 1.0 FTE subject matter teacher,
  - b. Any site that has 11 to 13 classes of grades 4-6 teachers will be allocated a .8 FTE subject matter teacher,
  - c. Any site that has 10 or fewer classes of grades 4-6 teachers will be assigned a .6 FTE subject matter teacher, and

d. All year round sites will be allocated a minimum of 1.2 FTE subject matter teacher to allow for delivery of service across all the tracks for the full school year.

3. The parties agree that the subject matter teachers described in this MOU will be assigned to provide grades 4-6 teachers, with two weekly, duty-free preparation periods of 40 minutes each (80 minutes weekly) within the instructional day.

4. Teachers of grades 3/4 combination classes shall receive the same duty free preparation periods as outlined for teachers of grades 4-6.

5. The parties agree that if there is any remaining time on the subject matter teachers' schedules, grades 1-3 will receive duty free preparation time in the same subject area as provided to grades 4-6 teachers. Time will be equitably divided among grades 1-3 teachers.

6. The parties agree that for the 2018-2019 and 2019-2020 school years, Grades 4-6 class sizes will be 28:1.

7. The parties agree that subject matter teachers shall receive the same two weekly, duty free preparation periods of 40 minutes each (80 minutes weekly) within the instructional day.

8. The parties agree that subject matter teachers will be utilized to teach Physical Education with a common core content emphasis as permitted by credentialing, unless employment and facilities logistics include opportunities for assignment of teachers to other subject areas (e.g. science, music, art).

9. The parties agree that the District or designee will determine in collaboration with all grades 4-6 teachers, the subject taught at sites where classrooms are available consistent with credentialing, adequate facilities and other logistical requirements.

10. The parties agree that the expectations of the subject matter teacher positions will be determined prior to posting of the positions for each school year.

11. The parties agree that this is a two year pilot agreement. At the end of this pilot MOU, for the 2020-2021 school year, the 4-6 class size ratio will revert to the 26:1 ratio included in the collective bargaining agreement, unless otherwise negotiated.

12. Reductions in any site between the 2018-2019 allocation and the 2019-2020 allocation resulting in Subject Matter Teachers losing FTE and requiring multiple site assignments, shall be reviewed with EGEA.

13. Scheduling of Intermediate Preparation Periods.

a. In the event that there are holidays and/or minimum days, the site administrator will work with the intermediate teachers and subject matter teacher to provide equitable distribution of preparation time to the extent possible. . Two preps shall be scheduled, but the time may be

reduced/flexed to allow for equitable scheduling. For example, each teacher may get two 30 minute preps or a 20 and a 40 minute prep, depending upon the number of minutes available for scheduling during the holiday/minimum day weeks. If necessary, up to two weeks may be used to provide equitable prep time.

b. In the event that a substitute teacher is unavailable for a SMT teacher, then the 4-6 grade teachers will be provided with makeup preparation time within a reasonable period of time if the scheduled preparation period is not provided.

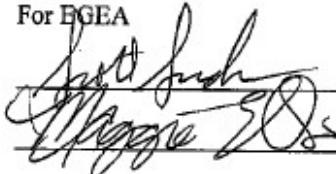
c. As subject matter teachers develop their calendar, it shall be prepared in order to ensure coverage for the entire school year, and

d. In the case of inclement weather, a push-in model may be used when there is not an available classroom or multipurpose room.

14. Non-Precedential. The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purposes.


15. Subsequent Years. The Parties agree to meet and negotiate prior to the 2020-2021 school year regarding whether to continue this MOU in subsequent school years. This MOU shall expire on June 30, 2020, unless another agreement is reached to extend this Agreement.

For EGEA

  
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Dated: 3/23/18

For EGUSD

  
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Dated: 3/23/18

Memorandum of Understanding  
Between  
Elk Grove Unified School District  
And Elk Grove Education Association  
2018-2019 and 2019-2020

Overload and Class Size Alternate Agreement  
March 22, 2018

The Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), collectively referred to as the "Parties," agree to the following Memorandum of Understanding ("MOU" or "Agreement"):

**RECITALS**

- A. **WHEREAS**, the Parties collectively bargained Overload and Class Size Alternative Agreements ("Class Size and Overload Agreements"), dated February 25, 2015, October 20, 2015, and February 23, 2017 for the 2015-2016, 2016-2017, and 2017-2018 school years, pursuant to Education Code section 42238.02, subdivision (d)(3)(D);
- B. **WHEREAS**, the Parties wish to continue the terms of the aforementioned Class Size and Overload Agreements, dated February 25, 2015, October 20, 2015 and February 23, 2017, by entering into this Overload and Class Size Alternate Agreement for the 2018-2019 and 2019-2020 school years; and
- C. **WHEREAS**, the Parties agree that maintaining lower class sizes continues to be a priority of EGEA and the District. To the extent possible, new classes will be created whenever the number of students and the following factors including available space, school calendar, transportation, regional proximity, school size, minimizing the impact on students and families due to overload issues, and track availability allow this to be possible.

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

1. Recitals: The recitals set forth above are true and correct.
2. 2018-2019 and 2019-2020 School Years: The Parties agree that for the 2018-2019 and 2019-2020 school years, the parties agree to the following collectively bargained Class Size Alternate Agreement pursuant to Education Code section 42238.02(d)(3)(D) for grades Transitional Kindergarten (TK) and Kindergarten (K) through third grade to have class sizes of greater than 24:1 and grades four through six to have class sizes of greater than 28:1 pursuant to this Agreement. The Parties agree that for the 2018-2019 and 2019-2020 school years, the model for calculating and scheduling overload compensation payments in place during the 2017-2018 school year shall continue.

3. Effective July 1, 2018, the terms of Article 14 of the Parties' collective bargaining agreement, that provides "The hiring ratio of grades K-6 shall be at most 28:1" and "All elementary schools will have a 4-6 CSR of 26:1 plus one computer Resource Teacher per school site, to be implemented by July 1, 2006" shall apply.

4. Class Size Overload Procedures and Compensation

In grades TK/K-3, or 3/4 combination, if a class size exceeds 24:1 and in grades 4-6, if a class size exceeds 28:1, the following shall apply:

a. During the first ten instructional days of each school year, TK/K-3 classes may exceed a class size of 24:1 and grades 4-6 may exceed a class size of 28:1 without overload compensation.

b. Upon enrollment of an overload student, office staff will immediately order all texts and student materials for the overload student issued to other students in that grade level.

c. Overload Compensation-Up to Two Students: On the eleventh instructional day of the 2018-2019 and 2019-2020 school years, if a TK/K-3, 3/4 combo class exceeds 24:1, or a 4-6 class exceeds 28:1, the overload classroom teacher shall receive \$22.50 per overload student, per day, for each student over 24:1, up to 26:1 assigned to a TK/K-3 classroom teacher, and \$22.50 per overload student, per day for each student over 28:1 up to 30:1 assigned to a 4-6 grade classroom teacher.

d. Overload Compensation-Three Students or More: On the eleventh instructional day of the 2018-2019 and 2019-2020 school years, if a TK/K-3, 3/4 combo class exceeds 26:1, or a 4-6 grade class exceeds 30:1, the classroom teacher shall receive \$25 per overload student, per day. If a third overload student must be placed, the Principal will consult with the teacher and the District will consult with EGEA once the placement occurs.

e. Overload assignments shall be distributed by site administrators equitably, to the extent possible, amongst the grade level at each site.

f. Processing/Payment Timeline: The parties agree that the District shall compensate overload classroom teachers in accordance with the schedule set forth in the "TK-6 Class Size and Overloads Stipends Processing/Payment Timeline," attached hereto as Exhibit A and incorporated by reference. As Specified in Exhibit A, each lump sum payment will compensate teachers for overload compensation earned over the course of certain designated months. For the 2018-2019 and 2019-2020 school years, Exhibit A shall follow the timeline pattern in the 2016-2017 Exhibit A.

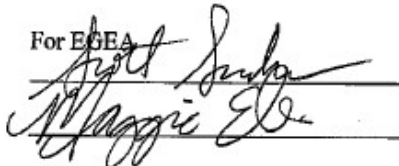
g. Absences: The parties agree that overload compensation earned by eligible teachers as provided for in this MOU Agreement shall end on the eligible teacher's sixteenth workday of consecutive absence from work, regardless of whether the absence is paid or unpaid.


5. In unique situations when the distribution of overload students is not equitable at a grade level and a teacher is overloaded, the Principal will consult with the teacher who will be overloaded before the student placement occurs. The District will also consult with EGEA once the placement occurs.

6. Non-Precedential: The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purposes.

7. Except as otherwise provided in this MOU, all other terms and conditions of the Parties' collective bargaining agreement related to class size shall remain in full force and effect.

8. Subsequent Years: The Parties agree to meet and negotiate prior to the end of the 2019-2020 school year regarding whether to continue this Agreement in subsequent school years. This Agreement shall expire on June 30, 2020, unless another Agreement is reached to extend this Overload and Class Size Agreement.

For EGEA  
  
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For the District   
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Dated: 3/23/18

Dated: 3/23/18



Item # 14

Memorandum of Understanding  
Between  
Elk Grove Unified School District  
And  
Elk Grove Education Association  
Regarding  
Secondary Alternating A/B Block Schedule Approval Process

December 15, 2017

Background

Pursuant to Section 14.2 of the Elk Grove Education Association ("EGEA") and Elk Grove Unified School District ("EGUSD") collective bargaining agreement, secondary schools have a hiring ratio of 32-1 ratio based on a traditional six (6) period day schedule. In order to maintain a 32-1 hiring ratio at a block schedule school under the parties' collective bargaining agreement, an additional allocation of FTE would be required. Past practice, between the District and EGEA, however, has allowed 4 x 4 block schedule schools to open and continue without an additional allocation of FTE resources because:

- The block schedule allows longer teacher daily preparation time and less direct teaching time as compared to a traditional six (6) period schedule.
- Teachers have fewer class assignments and fewer student contacts during each grading period as compared to traditional schedule schools.

On December 5, 2014, the parties agreed to a three year pilot regarding the approval process for Secondary Alternating Block Schedules. This pilot expires on June 30, 2018. The parties wish to continue the Secondary Alternating Block Schedules approval process.

Prior to the pilot agreement, conversion of a traditional six (6) period schedule to an A/B Alternating Day Block Schedule required an EGEA Sidebar Process, which allows for deviations from the parties' Collective Bargaining Agreement provided that the District is in agreement with the deviation from the parties' Collective Bargaining Agreement.

The five (5) existing secondary sites that have an Alternating A/B Block Schedule pursuant to the December 5, 2014 Agreement will continue with the Alternating A/B Block Schedule as long as the additional FTE described in section 2 and section 3 of this agreement are continued at the same level. If the additional FTE described in Section 2 and Section 3 are not continued at the same at the same level, then a site must engage in the EGEA Side Bar Process in order to continue with the Alternating A/B Block Schedule.

This approval process agreement provides for a different voting procedure than the one required by the EGEA Sidebar Process and is permissible as long as EGUSD continues to

(SR277077)

provide the additional FTE support pursuant to this agreement to mitigate the increase in student contacts at one time. In addition to fulfilling the approval process described in this agreement for new secondary schools to participate in the A/B Alternating Block Schedule, the parties acknowledge that EGUSD must also agree to continue the Alternating A/B Block Schedule at a particular school site.

### Agreement

Accordingly, the Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA") collectively referred to as the "Parties" agree to the following Memorandum of Understanding ("MOU" or "agreement") for the maintenance of five (5) secondary schools on an Alternating A/B Block Schedule, and if one of the existing secondary schools reverts back to their non-Alternating A/B Block Schedule, to provide the opportunity for a new high school and/or middle school to participate in the approval process described in this agreement.

1. The parties agree that the five (5) secondary schools on the Alternating A/B Block Schedule during the 2017-2018 school year included in this MOU will continue their existing Alternating A/B Block schedule if approved by site votes (voting process described in Attachment A and in Sections 5 through 11 of this agreement) by February 1, 2018. In the event that an existing school fails to approve the continuation of the Alternating A/B Block Schedule, an additional school may seek to participate in the approval process, so that there is a maximum of five (5) District schools with an Alternating A/B Block Schedule and total of augmented FTE does not exceed 12 FTE. If there are more than five (5) schools expressing an interest in Alternating A/B Block Schedule or more than 12 augmented FTE total needed, a joint committee of EGUSD and EGEA representatives, will be established to determine if any additional schools are eligible to engage in the process included in this MOU to convert to an Alternating A/B Block Schedule.
2. The parties agree that if a high school continues an Alternating A/B Block Schedule or votes to convert from an existing schedule to an Alternating A/B Block schedule pursuant to the terms of this agreement, the school site shall be allocated three (3) additional full time equivalent ("FTE") bargaining unit positions. This instructional FTE allocation shall be in addition to the 32:1 (or any future negotiated ratio) school site allocation provided for general education. The augmented FTE shall not be used for non-instructional purposes. The intent of the FTE augmentation is to reduce the number of student contacts created by an A/B Alternating Block Schedule. To insure the integrity and intent of the agreement, a collaborative process between certificated staff and site administration will be used to determine the assignment of the three (3) additional FTE. EGEA and the District will continue to review and monitor the allocation of the three (3) additional FTE to ensure that the allocation is consistent with the purpose and intent of the additional FTE as described in this section.

3. The parties agree that if a middle school continues an Alternating A/B Block Schedule or to convert from an existing schedule to an Alternating A/B Block Schedule, the school site shall be allocated one and one half (1.5) additional full time equivalent ("FTE") bargaining unit positions. This instructional FTE allocation shall be in addition to the 32:1 (or any future negotiated ratio) school site allocation provided for general education. The augmented FTE shall not be used for non-instructional purposes. The intent of the FTE augmentation is to reduce the number of student contacts created by an A/B Alternating Block Schedule. To insure the integrity and intent of the agreement, a collaborative process between certificated staff and site administration will be used to determine the assignment of the one and one half (1.5) additional FTE. EGEA and the District will continue to review and monitor the allocation of the one and one half (1.5) additional FTE to ensure that the allocation is consistent with the purpose and intent of the additional FTE as described in this section.
4. The parties agree if one or more of the five (5) existing Alternating A/B Block Schedule schools vote to discontinue an Alternating A/B Block Schedule by February 1st, in order for a new secondary school to convert to an Alternating A/B Block Schedule for the first time, the District and EGEA must agree. In addition, the new school must successfully complete the voting process described in Attachment A and in Sections 5 through 11 of this agreement prior to February 1st of the school year prior to the implementation school year. No more than five (5) secondary schools may have an Alternating A/B Block Schedule under this agreement without the consultation with and the approval of both EGUSD and EGEA.
5. Prior to an Alternating A/B Block Schedule vote, a joint announcement by site administration and EGEA will be made to all unit members at the site that the vote will take place over a two day specified period.
6. In order for a valid Alternating A/B Block Schedule voting process, 50% plus one of the eligible voters are required to vote in order to equal a quorum.
7. Eligibility to vote is based on being an active EGEA member. Members on short term paid leave are eligible to vote. Those on unpaid leave are eligible to vote if they remain active/dues paying EGEA members. Eligible voters exclude agency fee payers and bargaining unit members on unpaid leave unless they are dues paying members. EGEA will validate the eligibility of staff members to vote.
8. In order to approve a change to an Alternating A/B Block Schedule, 67% of those eligible bargaining unit members who vote, at a school site, are required to vote in the affirmative in order to approve and implement an Alternating A/B Block Schedule.
9. The parties agree that an EGEA Site Representative and a Site Administrator shall jointly count and validate the votes.

10. If a new school site votes to implement an Alternating A/B Block Schedule for the first time, that Schedule shall be implemented for the school year following the vote and shall remain in effect consistent with this agreement.
11. The parties agree that retention of the Alternating A/B Block Schedule will depend on the continuation of the augmented FTE (or FTE augmentation).
12. If the augmentation of three (3) additional FTEs for high schools and/or the one and a half (1.5) FTE for middle schools is continued, then the Alternating A/B Block Schedule shall continue.
13. If more than five schools seek to participate in an Alternating A/B Schedule without the augmentation of FTEs by the District, an EGEA Side Bar Process is required in order for a school to have the A/B Block Schedule without the augmentation of three (3) FTE for the high schools and/or the augmentation of one and half (1.5) FTE for the middle schools.
14. If the augmented FTE continues and an existing Alternating A/B Block Schedule school wants to discontinue the Alternating A/B Block Schedule with District approval, a vote following the same voting procedures outlined in this agreement shall take place to determine a new schedule. If a new schedule is approved, the augmented FTE will not be allocated to that site.
15. The parties agree that in order for a school site to convert to an Alternating A/B Block without augmentation, the EGEA Side Bar Voting Process is required.
16. Except as otherwise provided in this MOU, all other terms and conditions of the Parties' collective bargaining agreement shall remain the same.
17. The parties agree to meet and confer if a total of more than 12 bargaining unit member FTEs are required under this agreement regarding the Alternating A/B Block-Schedule at five schools.
18. The parties agree to meet and confer if the FTE augmentation described in this Agreement is projected to be eliminated by EGUSD.
19. The parties agree that in the event that the District ceases to provide the Additional FTE described in Section 2 and Section 3 of this MOU, this MOU shall expire.

Elk Grove Education Association

Elk Grove Unified School District

Lyndee  
Maggie D  
Nelson  
Rita Starnel

Dated: 12/15/17

[Signature]  
Laven M. Reynolds  
Sharon J. [Signature]  
J. Anderson  
[Signature]

Dated: 12/15/17

Attachment A

Site Voting Procedures for Conversion to A/B Alternative Block Schedule

1. The Site Representative(s) shall submit the school's staff roster to EGEA.
2. EGEA shall identify eligible voters and shall notify the Site Representative(s) by providing a voting roster.
3. The Site Representative(s) and site administration will schedule the election and shall notify staff at least two days prior to the vote regarding the ballot and voter eligibility.
4. The election will be conducted on paper ballots at the site.
5. The voting roster will be signed by each voting member at the time of ballot submission.
6. The ballots shall be counted by both an EGEA Representative and an Administrator.
7. The time and location of the ballot counting shall be published so observers may be present.
8. The election results shall be made public within 24 hours of the counting of ballots.
9. Election challenges must be made to the EGEA Executive Board and the Secondary Education Department within seven days of the posting of election results.

Pilot Agreement-Extension

Between

Elk Grove Unified School District

And

Elk Grove Education Association

**Late Start or Early Out Elementary Collaboration Time**

**Pilot EXTENSION: 7/1/2018 to 6/30/2019**

(May 23, 2018)

Elk Grove Unified School District (District) and Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and agree to extend this Pilot Agreement (Agreement) regarding Late Start or Early Out Elementary Collaboration Time for the 2018-2019 school year in accordance with the following terms and conditions:

1. The parties agree that Elementary collaboration time shall take place at each elementary school one day per week through the implementation of a Late Start or Early Out schedule as defined in this Agreement.
2. The parties agree that the purpose of Late Start or Early Out Elementary collaboration time is for teachers and certificated staff to plan, adapt, and evaluate curriculum and instructional strategies, and analyze data collaboratively with colleagues.
3. The parties agree that this Late Start or Early Out collaboration time shall be used for elementary grade level or cross grade level teams to meet in groups. Late Start or Early Out collaboration planning time is to be used for the purposes described in this section. This time is not to be supplanted with trainings, staff meetings, non-instructional items, or administrative assignments.
4. The parties agree that all elementary teachers and certificated staff participating in Late Start or Early Out Elementary collaboration time will in collaboration with their site administrator, determine elementary planning time agendas, and the reporting out of tasks accomplished during elementary planning time.

5. Transitional Kindergarten and Kindergarten Collaboration Time

A. EGEA and EGUSD are committed to continuing to explore opportunities to provide collaboration time for Transitional Kindergarten (TK) and Kindergarten (K) teachers along with their grades 1-6 colleagues.

B. School site administrators will facilitate a collaborative process for deciding which of the following options best meets the needs of the school and team. If the TK/K teams or the TK teachers or the K teachers at a site are unable to reach consensus with each other or unable to reach consensus with their site administrator and the Associate Superintendent of Elementary Education on a collaboration time option for the 2018-2019 school year, then the 2015-2016 school year practice regarding collaboration time shall apply.

C. Options:

(1) TK and K-AM/PM teachers will collaborate with other teachers on their schedule one day a week for 40-50 minutes. This will be during the time that is historically considered TK and K partner time; or

(2) A one-half (½) day substitute will be provided once a month during which both the AM and PM teachers will be able to collaborate together for the half day-work day. An alternating rotation of AM/PM collaboration time will be determined by the TK and K teams; or

(3) For sites that have an approved TK/K collaboration time schedule during the 2015-2016 school year, such sites shall continue to have the option to continue their 2015-2016 TK/K collaboration schedule; or

(4) On a site by site basis, an alternative collaboration time schedule option can be explored by the TK and/or K-AM/PM teachers and the site administrator.

The site administrator and the Associate Superintendent of Elementary Education will consider the following factors when determining whether to approve a proposed TK/K collaboration time option:

- (a.) Cost of the proposed option.
- (b.) Student transportation issues.
- (c.) Compliance with instructional minutes requirements.
- (d.) Minimal student class overlap time issues.



(5) The TK/K teams may choose not to select one of the above options, and as a result shall continue with the school site's TK/K 2015-2016 schedule.

6. The parties agree that Special Education teachers assigned to self-contained special education classes will determine, collaboratively with their administrator, the feasibility of participating in Late Start or Early Out Elementary collaboration planning time. Should a special education teacher assigned to a self-contained class not be able to participate, his/her schedule of instructional minutes will not exceed the number of instructional minutes taught during the 2014-2015 school year. The parties agree that the parties' joint Special Education Committee will consider potential options to address collaboration planning time for Special Education teachers assigned to self-contained classes.

7. The parties agree that during elementary collaboration planning time, in order to provide student supervision at minimal additional cost to the District, each school site will use existing non-certificated staff to provide student supervision to the extent possible. The parties agree that if it is necessary to use certificated staff to provide student supervision during Early Out or Late Start Elementary collaboration planning time, the sites will develop an equitable rotation schedule, so that an individual teacher or grade level is not regularly excluded from elementary collaboration planning time.

8. The parties agree that this Agreement regarding Early Out or Late Start Elementary collaboration planning time is an extended pilot program for the 2018-2019 school year, and that this Agreement shall expire on June 30, 2019.

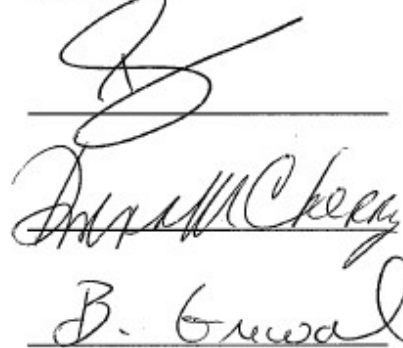
9. The parties agree that representatives from the District and EGEA will meet to evaluate the benefits and related impacts of Early Out or Late Start Elementary collaboration planning time, the Late Start or Early Out schedule; and to determine if any changes are necessary. This pilot evaluation will occur prior to the end of March 2019. At that time, recommendations will be made to the negotiations teams regarding the conditions for future implementation of elementary collaboration planning time.

For EGEA



Three handwritten signatures for EGEA, each written over a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'D' and ending with 'son'. 2. A signature starting with 'K' and ending with 'y'. 3. A signature starting with 'L' and ending with 'y'.

For EGUSD



Three handwritten signatures for EGUSD, each written over a horizontal line. The signatures are in cursive and appear to be: 1. A signature starting with 'S'. 2. A signature starting with 'D' and ending with 'ckey'. 3. A signature starting with 'B.' and ending with 'ewal'.

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Dated: 5/23/2018

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Dated: 5/23/18

Memorandum of Understanding  
Between  
Elk Grove Unified School District  
And Elk Grove Education Association  
2018-2019

Consultation and Case Management Time

2018-2019 and 2019-2020 School Year Pilot

May 22, 2018

The Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), collectively referred to as the "Parties", agree to the following two school year pilot Memorandum of Understanding ("MOU" or "Agreement").

BACKGROUND

The District and EGEA wish to clarify the purpose and scheduling of consultation and case management time for Education Specialists, Mild/Moderate in both elementary and secondary programs.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. Recitals: The recitals set forth above are true and correct.
2. The Parties agree that scheduling for Resource Programs and Learning Centers must allow time for case management, collaboration, consultation, and assessment.
3. Secondary Education Specialists, Mild/Moderate. The parties agree that Education Specialists, Mild/Moderate assigned to Secondary Resource Programs will provide direct instruction and direct teaching to students consistent with student IEPs for approximately one half (1/2) of the student day. These Education Specialists will have the other approximately one half

(1/2) of the student day to support case management, collaboration, consultation, assessment time and their preparation period.

For example, on a traditional schedule 6 period student day, the Education Specialists, Mild/Moderate will provide direct instructions for three (3) class periods, and the remaining three (3) classes will be used to support case management, consultation time, and a preparation period. On a block schedule, the Education Specialists, Mild Moderate will provide direct instruction for two (2) periods, and the remaining two (2) periods will be to support case management and a preparation period.

Schedules will be developed through a collaboration process between teachers, site administrator and/or assigned program specialist. The parties agree that due to differences in bell schedules and variations between Block and Traditional schedules, there may be differences between schools and Education Specialists regarding how the approximately one half (1/2) work day will be assigned over the course of a workweek and work year.

4. Learning Resource Elementary Programs. The parties agree that Education Specialists, Mild/Moderate assigned to Learning Resource Elementary Programs will schedule approximately 450 minutes per week (approximately 90 minutes a day) per FTE (outside of their preparation period as part of EGEA collective bargaining agreement) to support case management, collaboration, consultation, assessment time. Schedules will be developed through a collaboration process between teachers, site administrator and/or assigned program specialist. The parties agree that due to differences in bell schedules and variations in school calendar schedules, there may be differences between schools and Education Specialists regarding how the approximately 450 minutes per week (approximately 90 minutes a day) will be assigned over the course of a workweek and work year.

5. Consultation Time. The parties agree that the Education Specialists, Mild/Moderate case management and consultation time described in this MOU may be used for the following:

- a. Report writing
- b. Gathering records and data
- c. Observation

- d. Teacher/parent interviews
- e. IEP meetings
- f. CAST/COOP/SST/MTSS meetings
- g. Testing
- h. Change-In-Placement packet
- i. Triennial Review Form
- j. Assessment for Initials and Triennials
- k. Consultation and collaboration with site staff
- l. Screenings
- m. Procedural safeguards monitoring
- n. Scheduling
- o. Personnel Management
- p. Service coordination
- q. Progress Monitoring
- r. Co-Teaching Instruction

6. Education Specialists, Mild/Moderate shall not be assigned to support students, who have not been found eligible for special education services, for purposes of short term non-special education student interventions or for diagnostic purposes. Education Specialists, Mild/Moderate are assigned to support students that require specialized academics consistent with student IEPs.

7. Education Specialists, Mild/Moderate are support staff for SST/MTSS/CAST/COOP, and 504 meetings only, and should not be assigned a lead role in any of these meetings. The scheduling of these meetings may not significantly impact the case management and consultation time outlined in this Agreement.

8. Education Specialists, Mild/Moderate are not required to participate in any school adjunct or daily supervision duties (adjunct duties outside the contract day) to allow them time to support case management, collaboration, consultation, and assessment, as well as scheduling and participation in IEPs.

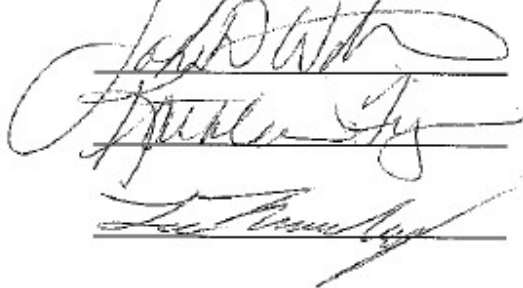
9. Resolution of Disputes. In the event that there are any issues regarding implementation of this MOU, the parties agree to meet and negotiate regarding a resolution to such issues. This pilot MOU is not subject to the

grievance procedures included in the parties' collective bargaining agreement.

10. Non-Precedential. The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purposes.

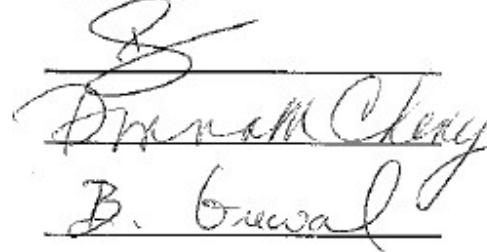
11. Subsequent Years. The Parties agree to meet and negotiate prior to the end of 2019-2020 school year regarding whether to continue this MOU in subsequent school years. This MOU shall expire on June 30, 2020, unless another agreement is reached to extend this Agreement.

For EGEA

  
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Dated: 5/23/18

For District

  
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Dated: 5/23/18

Memorandum of Understanding  
Between  
Elk Grove Unified School District  
And Elk Grove Education Association

February 22, 2018  
Preschool Programs

The Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), collectively referred to as the "Parties," agree to the following Memorandum of Understanding ("MOU" or "Agreement"):

**AGREEMENT**

1. The parties agree to an ongoing full day preschool program at three elementary school sites, which are currently located at Florin Elementary, Prairie Elementary and David Reese Elementary. Any movement of program sites will be brought forward by the District to EGEA for consultation. Any additional full day programs and/or sites will be subject to negotiations.
2. Head Start Program Assignment: The parties agree that the programs described in section 1 above will operate a full day, full school week Head Start program class consistent with the following:
  - a. The parties agree that the Head Start classes located at three sites shall be operated with the same class start time and same class end time as the first grade classes operated at the sites on a full school week basis. However, the Head Start classes shall not participate in the regular minimum day schedule at the sites; instead they shall operate on a full day basis, and consistent with the minimum days scheduled on the included in the Preschool Program Calendar.
  - b. The parties agree that a maximum of nine (9) non-student attendance days shall be included in the Head Start Preschool Program Calendar. During non-student attendance days, the responsibilities of Head Start teachers assigned to teach at each site shall include, but shall not be limited to participating in the Head Start parent outreach program and participating in professional development.
  - c. The Head Start program shall be operated consistent with Head Start laws, and teachers assigned to teach in the Head Start program at all sites shall work 184 work days as required by the grant.
  - d. The parties agree that teachers assigned to the Head Start program will receive a duty free lunch and break time consistent with the parties' collective bargaining agreement.
3. Combination State/Title I Preschool and Head Start/Title I Preschool Assignment: The parties agree that all sites will assign either a 1.0 full time equivalent (FTE) teacher to be

responsible for both a State Preschool and Title I Preschool class or a Head Start Preschool and Title I Preschool class each student attendance day.

a. The State Preschool/Title I Preschool programs and the Head Start Preschool/Title I Preschool programs at the sites shall be operated consistent with the respective preschool programs' legal requirements and mandates. Teachers assigned to teach in the State Preschool and Title I Preschool programs shall work 184 work days each school year as required by law.

b. Teachers assigned to the State Preschool program at the sites shall provide three (3) hours of student instruction each school day on a full school week basis. Teachers assigned to the Head Start program at sites shall provide three and one half (3.5) hours of student instruction 4 days per week. Teachers in the Title I Preschool program at the sites shall provide two and one half (2.5) hours of student instruction each school day on a full school week basis.

c. The parties agree that teachers assigned to the State/Title I preschool programs and Head Start/Title I preschool programs shall provide student instruction pursuant to the Preschool Program Calendar.

d. The parties agree that teachers assigned to the State Preschool/Title I Preschool and Head Start/Title I program will receive a duty free lunch and break time consistent with the parties' collective bargaining agreement.

e. The parties agree that during the school year a maximum of nine (9) release days shall be included in the Preschool calendar. During these State/Title I Preschool program and Head Start/Title I release days, the State/Title I Preschool and Head Start/Title I teacher shall participate in professional development and then shall return to their site to perform preschool duties as required by the grant.

4. For illustrative purposes only, the following is a sample combination State Preschool/Title I Preschool program and Head Start/Title I program teacher assignment schedule. This schedule may be modified based upon the school schedules at the sites and preschool program requirements.

7:45 a.m.	Start of Contract Day
8 a.m. to 11 a.m.	State Preschool Program Class (3 hours)
11 a.m. to 11:10 a.m.	Flexibility due to student pick up transition
11:10 a.m. to 11:50 a.m.	Lunch
11:50 a.m. to Noon	Flexibility due to student drop off transition
Noon to 2:30 p.m.	Title I Preschool Program Class (2.5 Hours)
2:30 p.m. to 3:15 p.m.	Preparation Time



5. For the 2018-2019 school year, the Pre-K teacher assigned to the 2017-2018 Head Start/Title I preschool program at Prairie Elementary School shall be offered the 1.0 FTE full day Head Start class at Prairie Elementary School. If that teacher declines the position, then the full day Head Start class shall be offered to the other Pre-K teachers assigned to Prairie Elementary School based upon seniority and 1.0 FTE permanent and/or probationary status. If no Pre-K teacher at Prairie accepts the full day 1.0 FTE Head Start class at Prairie, it will be offered based upon seniority in the Pre-K program.

6. Pursuant to the collective bargaining agreement, a Pre-K teacher may apply to transfer to another position through the voluntary transfer process consistent with his/her credential. If a transfer is not successful, then the teacher will continue to teach in his/her assigned preschool program.

7. Subsequent Years: The Parties agree to meet to negotiate prior to any additional new full school day preschool programs.

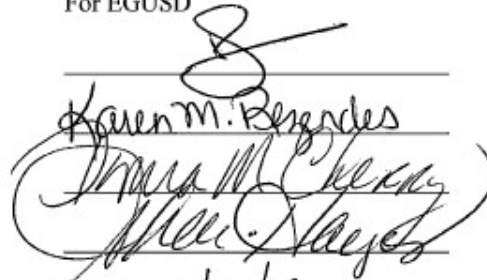
For EGEA



Dated:

2/22/18

For EGUSD



Dated:

2/22/18

Pilot Agreement  
Between  
Elk Grove Unified School District  
And  
Elk Grove Education Association  
Emergency Leave Pilot  
June 23, 2017

Effective July 1, 2017 to June 30, 2019

Elk Grove Unified School District (District) and Elk Grove Education Association (EGEA), collectively referred to as "the parties," have considered their mutual interests and agree to this Two-Year Pilot Agreement (Agreement) regarding Emergency Leave for the 2017-2018 and 2018-2019 school years in accordance with the following terms and conditions:

1. The parties agree to revise section 18.402 of the parties' collective bargaining agreement regarding Extended Illness Leave for the term of this Pilot Agreement as follows:

18.402 The amount deducted from the salary due him/her for any month in which the absence occurs shall be the daily substitute rate for the first twenty (20) days and the long-term substitute rate thereafter. A doctor's certification of the necessity of this leave may will be required.

2. Emergency Leave Pilot

a. The parties agree to this Emergency Leave Two-Year Pilot Agreement for the 2017-2018 and 2018-2019 school years.

b. The parties agree that Emergency Leave is a partially paid leave that shall be granted due to the reasons specified in Section 2(e) of this Pilot Agreement after all current year unused sick leave and prior year accumulated sick leave have been used and an additional absence is necessary due to the reasons specified in Section 2(e) below.

c. The parties agree that unit members shall compensated the difference between their salary and the District's daily substitute rate while on Emergency Leave.

d. The parties agree that unit members who are eligible for Emergency Leave and who have utilized Education Code Section 44977.5 Differential Leave shall be eligible to use such Emergency Leave after both the Education Code Section 44977.5 Differential Leave has been used and the unit member has returned to work after such Education Code Section 44977.5 Differential Leave has been taken.

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e. In the event that a unit member exhausts all current year sick leave and prior year accumulated sick leave, the parties agree that unit members can use up to 4 days of Emergency Leave each school year during the term of this Pilot Agreement for the following reasons:

- (1) Death of a person in member's immediate family.
- (2) Illness of member or member's immediate family.
- (3) Accident, involving member's person or property, or the person or property of a member of his or her immediate family.
- (4) The birth or adoption, or initiation of foster care of his/her child.
- (5) Death involving close friends or relatives other than immediate family.
- (6) Accident involving relatives other than members of the immediate family.
- (7) Illness involving relatives other than members of the immediate family.
- (8) Attendance at religious observances, weddings, or observances honoring a unit member or members of employees of the unit member's immediate family.
- (9) Attending to legal or business matters of compelling personal importance that cannot be attended outside the workday.
- (10) Unexpected personal or family situation that requires immediate attention.
- (11) Appearance in court as a litigant.

f. The parties agree that Emergency Leave may not be taken to vacation, to extend holidays, nor to engage in concerted activities.

g. The parties agree that Emergency Leave days shall not accumulate from year to year.


h. The parties agree that the district will require appropriate written verification and/or documentation that Emergency Leave was taken for the purposes described in Section 2(e) of this Pilot Agreement.


3. The parties agree that this Emergency Leave Agreement is a pilot program for the 2017-2018 and 2018-2019 school years, and that this Agreement shall expire on June 30, 2019.

4. The parties agree that representatives from the District and EGEA will meet to evaluate the benefits and impacts of Emergency Leave usage; and to determine

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whether to continue Emergency Leave or if any changes are necessary. The evaluation of this Pilot will occur prior to the end of March 2019. At that time, recommendations will be made to the negotiations teams regarding whether to continue Emergency Leave.

For EGEA  
  
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For EGUSD  
  
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Dated: 6/27/17

Dated: 6/27/17

SIDE LETTER OF AGREEMENT  
BETWEEN  
ELK GROVE EDUCATION ASSOCIATION  
AND  
ELK GROVE UNIFIED SCHOOL DISTRICT  
REGARDING 2019-2020 TRANSFERS  
Expires June 30, 2019

This Side Letter of Agreement ("Agreement") is entered into by and between the Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), collectively referred to as "the Parties," based upon the terms and conditions specified below.

1. Effective upon the signature of this Agreement by both Parties, the Parties agree to implement the following changes to Article 11 regarding transfers during the 2018-2019 school year for unit member transfers effective for the 2019-2020 school year.

**ARTICLE 11**  
**TRANSFER AND REASSIGNMENT**

**11.1 Definitions**

- 11.101 Transfer shall mean a change in the unit member's work location from one school or work site to another school or work site within the District. Such transfer does not include assignment or reassignment of specific positions and responsibilities within the school or department. Unit members assigned to more than one work site shall be considered transferred only when moved from one District-wide program to another. A transfer may be initiated by a unit member (voluntary) or by the District (involuntary).
- 11.102 Reassignment shall mean a change in the unit member's grade level (PreK-6), department assignments (7-12), or to a different level or content area in a District-based program. (Examples include, but are not limited to reassignments from Literacy Coach to a Math Coach and SCC Integrated to SCC Highly Intensive classes.)
- 11.103 Downsizing shall mean the reduction of staff at a school site or department based on student enrollment, funding, and/or program changes.
- 11.104 See Article 22.1903 for Categorical Pre-Kindergarten Teacher transfer provisions.

**11.2 Voluntary Transfer**

11.201 ~~Open Application Period. A unit member may apply, according to the procedure in 11.3, for any vacancy or new position occurring prior to the first student attendance day of the school year.~~

A unit member may apply for voluntary transfer for any vacancy or new position occurring ten (10) business days prior to the first preservice day on the unit member's current school site calendar. Business days are defined as days in which the District office is open for business.

11.202 ~~Advertisement of Vacancies. When a vacancy occurs, an announcement of the vacancy shall be made first to unit members who have a transfer request on file. The announcement will be posted in each school no fewer than ten (10) days prior to the filing deadline. The announcement will include all relevant information regarding the vacancy:~~

~~a. Location of the vacancy.~~

~~b. Description of the vacancy (grade level, subject matter, co-curricular assignments).~~

~~c. Credential and experience requirements.~~

~~d. Starting date.~~

~~e. Application deadline.~~

~~f. Interim or permanent nature of vacancy.~~

11.202 Each voluntary transfer period will have a two week window and will begin in March, continuing until the last week in May. A schedule of specific dates will be mutually agreed upon by EGEA and EGUSD and distributed to the unit members at least two weeks before the first transfer round starts. These transfer opportunities are open only to probationary/permanent unit members.

All site vacancies shall be offered to the site staff before being placed on a transfer round.

Vacancies will be posted along with the transfer application on a Thursday, and a unit member must apply no later than 5 p.m. on the following Tuesday.

Any position that is not selected or filled by an internal candidate may be posted directly for hiring for temporary employees and external candidates. These positions will be reposted in subsequent rounds to which temporary/probationary/permanent employees may apply. The parties understand that based upon the information provided to the District by school sites, the District will make reasonable efforts to report all vacancies.

After the last voluntary transfer round in May, positions will be posted simultaneously for all internal employees and external candidates.

- 11.203 A comprehensive listing of anticipated vacancies for the following school year shall be sent to each unit member no later than the first Friday in March.

Interviewed internal transfer applicants shall be notified by email correspondence or by phone regarding their transfer application status.

- 11.204 Upon written request, the district shall provide a unit member the reasons for not being selected for a position for which he/she specifically applied in writing.

- 11.205 Required Internal Candidate Percentage

a. The District will make every reasonable effort to offer 50 percent of all full-time openings that are internally posted by the District in each of the following categories: Elementary, Secondary, and Special Education. The 50 percent value shall pertain to teachers who apply for such transfers, and who are qualified and credentialed to teach the posted positions. Any transfer that is offered by the District to a teacher, but is declined by a teacher (does not include multiple offers to one candidate), is included in the calculation of the 50 percent of openings offered described in this section.

Two weeks after each transfer round Human Resources will prepare a progress report that will be shared with EGEA regarding the progress toward 50 percent. Processes will be developed by the District to monitor progression to meet the goal of 50 percent internal transfers.

If in two consecutive years, the fifty (50%) threshold is not met or in any single year the rate is forty (40%) percent or below, then EGUSD and EGEA will review processes in order to meet threshold expectations.

b. Definition of Full-Time Opening

The parties agree that "full-time opening" means a 1.0 full time equivalent (FTE) vacancy that results from growth, or a retirement, resignation, or termination from the District. In addition, a "full time opening" includes openings that result from an individual transferring into a position that is vacated due to a retirement, resignation, termination, growth, or transfer.

- 11.301 A unit member may request a transfer for the following school year by filing, no later than the third Friday in February for the first round and the third Friday in April for the second round.
- 11.302 ~~Transfer to specific site. The applicant must complete a "Request for Transfer" form in triplicate for each specific school site he/she is interested in. One copy is retained by the files; two are sent to the Human Resources Department. One will be sent to the Principal(s) of the school(s) in which a vacancy occurs, by the Human Resources Department.~~
- ~~Transfer to unidentified site. Applicants willing to consider placement in any open position that becomes available should complete an "Open Transfer Request" form.~~
- 11.304 ~~Positions which become available through attrition and the initial transfer cycle (between third Friday in February and second Friday in April) exclusive of unassigned growth positions will be posted for transfer between the second Friday in June and the last Friday in June.~~
- 11.306 ~~The district shall designate 25% of the budget authorized unassigned growth positions as Temporary for the year within which they occur. If these positions become permanent, they shall be posted for transfer the following year, and be advertised as provided in 11.201 above.~~
- 11.206 Transfer requests will be considered in terms of two criteria:
- a. Qualifications of the applicant for the vacancy in terms of credential(s), experience, competence, interest, commitment, bilingual certification, past evaluations and recommendations.
  - b. When all other relevant criteria are equal, district-wide seniority.
- 11.308 ~~When a transfer or reassignment request does not result in a transfer, the employee shall, upon written request, be provided the reasons in writing.~~
- 11.207 No employee shall be directly or indirectly pressured to seek a transfer.
- 11.208 Priority Temporary Teachers (Education Code Section 44918(c))
- 11.301 Prior to internal posting of full-time openings in the first transfer round, Temporary Teachers who satisfy the criteria for temporary priority status pursuant to Education Code Section 44918(c) shall remain at the same school site that they were assigned to during the current school year if an opening is available within their prior teaching experience within the District and their credential authorization.



If there are no open positions available for the priority temporary teacher at their current school site within their prior teaching experience within the District and within their credential authorization, then the District shall assign priority temporaries to vacant positions after non-temporary bargaining unit members have had the opportunity to request transfer during the first three days of the first transfer posting period.

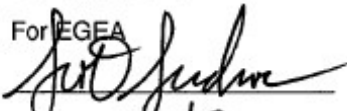
If a Temporary Teacher declines the position described in this section, they are no longer entitled to priority rights pursuant to Education Code section 44918(c).

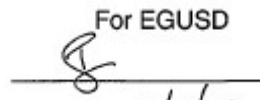
2. Complete Agreement. The Parties agree that this Agreement constitutes the entire Agreement between the Parties. Any prior verbal or nonverbal understandings, terms or conditions are deemed merged into this Agreement

3. No Precedent or Establishment of Past Practice. The Parties agree that this Agreement shall not create any past practice or be deemed precedential for any purpose.

4. Term of Agreement. The Parties agree that this Agreement shall expire on June 30, 2019.

5. Tentative Agreement. The Parties agree to incorporate in the Parties' next Tentative Agreement all of the revisions to Article 11 regarding Transfers and Reassignment included in this Agreement.

For EGEA  
  
Dated: 5/8/19

For EGUSD  
  
Dated: 5/8/19

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