

TENTATIVE AGREEMENT BETWEEN

SANTA ROSA CITY SCHOOLS



AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

CHAPTER 75



**2024-2027
SUCCESSOR CONTRACT
NEGOTIATION**

ARTICLE 1: RECOGNITION

- 1.1 This Agreement is made and entered into effective ~~November 1, 2021~~ **July 1, 2024**, by and between Santa Rosa City Schools, hereinafter referred to as the "District," and Chapter 75, California School Employees Association, hereinafter referred to as "CSEA 75" or "The Association."
- 1.2 The Association is the exclusive representative for all those positions in the bargaining unit as listed in Appendix A and is incorporated herein by reference. Should any new classified positions be added to the District which are not listed in Appendix A, then such positions will be **credited** to the unit, provided that such positions share a community of interest with the positions in the unit, and provided further that such positions are not confidential, supervisory, or management. Any disputed positions shall be submitted to PERB for resolution.

ARTICLE 2: ASSOCIATION RIGHTS

- 2.1 Representatives of the Association shall have the right to use school facilities and equipment at the site at reasonable hours for Association business when such facilities are not otherwise in use, subject to the following conditions:
 - 2.1.1 An authorized Association representative obtains advance permission from the Superintendent or designee regarding the specific time, place, and type of activity to be conducted.
 - 2.1.2 The Superintendent, or designee, can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members.
 - 2.1.3 The Association shall reimburse the District for any materials consumed while using District equipment.
- 2.2 The Association may use bulletin board spaces designated by the principal or other designated management personnel, subject to the following conditions:
 - 2.2.1 All posting shall contain the date of publication and the identification of the document as an Association publication.
 - 2.2.2 The Association will not post information which is defamatory of the District or its management personnel or which interferes with the right of the District to maintain order and discipline in its work force.

- 2.2.3 The bulletin board space designated shall be identified by the Association with the name of the Association.
- 2.2.4 The building representative or other authorized Association representative shall have the primary responsibility of posting materials on the bulletin board and for keeping such notices timely.
- 2.3 The Association may place material in the mailboxes of unit members provided such material is accurately identified by the Association and approved by the appropriate Executive Board member or Association President. Placement shall be made by the building representative or other authorized Association representative.
- 2.4 The Association shall be entitled to use the mailboxes of unit members, the district mail services subject to the reasonable rules and regulations of the District, and the district email system to distribute materials to members except as prohibited by Education Code 7054. Such material is to be accurately identified by the Association and approved by the Association President or designee. Placement shall be made by the building representative or other authorized Association representative. The Association will not distribute information which is defamatory of the District or its personnel; however, this prohibition shall not allow the District in any manner, censor the publication or disallow the distribution.
- 2.5 All Association business, except as provided in 2.6 and 2.7 below, will be conducted by unit members or Association officials outside established work hours.
- 2.6 The Association President, or other officer designated by the President, will be permitted release time up to a maximum of twenty (20) days per year at Association expense for the purpose of conducting the normal in-district and out-of-district business of the Association.
- The release time is granted with the understanding that the Association President's first commitment is to employment with the District and absences for Association activities will be held to a minimum. The Association leaders on Association leave will give advance notice to their site administrator.
- 2.7 Upon advance review and prior approval, the District will provide reasonable release time for the purpose of processing grievances.
- 2.8 Upon request of the Association, the District will provide at District expense the information

needed for contract administration and negotiations to the extent required as part of the District's good faith obligation to the Association.

2.9 The District will provide the name, job title, and work site for each person who is employed and who becomes a member of the bargaining unit. This list will be provided to the Association President on a monthly basis.

2.9.1 The District will provide the Association with a list of address changes of bargaining unit members on a monthly basis.

2.10 The District shall deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the unit member on the District form subject to the following conditions:

(a) Such deduction shall be made only upon submission to the designated representative of the District on the District form duly completed and executed by the unit member and the Association.

(b) The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.

2.11 The Association shall have the right to designate one (1) representative from Chapter 75 to serve on the interview panel, for open positions within the bargaining unit. The selected panel member shall have no personal bias or interest in the position or the applicants. There shall be no additional compensation as a result of participating in the hiring process.

2.12 The District shall allow CSEA 75 to have worksite elections for contract ratification and officer elections. CSEA 75, with the concurrence of the Administrator (or ~~his/her~~ designee) at each location will determine the location(s) and hours of operation. Conducting CSEA75 elections as described herein shall not disrupt school operations or adversely affect an individual's work day.

2.13 The Association shall have the right to designate union stewards from among employees in the unit. The Association shall notify the District in writing of the names of the union stewards and the groups they represent. If a change is made in union stewards, the Association shall advise the District in writing of such changes.

2.14 New Member Orientation

~~CSEA 75 shall have one orientation session with each new district employee in the bargaining unit. The orientation is to cover CSEA contract and CSEA related information. This orientation session shall take place within one month of the new employee's first day of service and shall not exceed 15 minutes unless the session is with a group of new employees. If the session is with 4 or more new employees, the session shall not exceed 60 minutes. The date and time of the session shall be scheduled as mutually agreed to by the supervisors of all participants.~~

2.14.1 The parties shall conduct monthly New Employee Orientation sessions. The District shall direct all classified bargaining unit members hired since the most recent orientation session to attend. The session shall not exceed one hundred twenty (120) minutes, with up to sixty (60) minutes for the District's representative and up to sixty (60) minutes for CSEA's representative. The orientation session shall take place during employment hours at a time and location mutually agreed upon by the parties. During this meeting, CSEA shall be permitted to communicate directly with newly hired employees in the bargaining unit with no non-unit member(s) present. Newly hired employees shall be relieved of their work duties in order to attend the meeting. Should the District have no new classified bargaining unit hires in any given month, no orientation session need be held. The CSEA Chapter President or designee shall receive paid release time to participate in New Employee Orientations. CSEA may schedule individual orientations with new hires not in attendance at their month's orientation session.

2.15 Independent Charter Petition Notification
Should the District and/or Governing Board receive a petition for an independent charter school, the District shall notify the CSEA Labor Relations Representative no more than three (3) working days after the petition is received.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 Definitions

A "grievance" is an allegation by a unit member, or the Association naming individual unit members, regarding a violation, misinterpretation, or misapplication of the specific provisions of this Agreement when such application or violation has adversely affected the unit member.

Actions to challenge or change the policies, regulations, or other matters outside of this Agreement are not within the scope of this procedure and review must be taken under separate processes. A "day" is a day in which the central administrative office of the District is open for business. The "immediate supervisor" is the lowest level management or supervisory person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. Nothing within this procedure shall be construed to limit the right of a unit member to informally discuss any employment problem with the immediate supervisor or designated management person.

4.2 Procedure

4.2.1 Level I

Before filing a written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor.

4.2.2 Level II

Within twenty (20) days of when the grievant knew or reasonably should have known of the act or omission which gave rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor. The grievance shall consist of a clear and concise statement of the problem, the specific provision of the Agreement involved, and the specific remedy sought. Such supervisor shall communicate a written decision within ten (10) days of receipt of the grievance.

(See Appendix H)

4.2.3 Level III

If the grievant is not satisfied with the decision at Level II, within ten (10) days after receipt of the Level II written response, the grievant may appeal the decision on the appropriate form to the next level of management as designated by the District to review Level III grievances. Such management person shall communicate a written decision within ten (10) days after receipt of the appeal.

4.2.4 Level IV

If the grievant is not satisfied with the decision at Level III, within ten (10) days after receipt of the Level III written response, the grievant may appeal the decision on the

appropriate form to the Superintendent or designee. The Superintendent or designee shall communicate, in writing, a decision within fifteen (15) days after receipt of the appeal.

4.2.5 Level V

In the event resolution is not reached at Level IV, the Association may within ten (10) days after completion of Level IV proceed to mediation by notifying the Superintendent or designee in writing. This step will provide mediation to assist in resolving the grievance. **Within ten (10) days of notifying the Superintendent or designee in writing, the parties Association** will then promptly request the State Mediation and Conciliation Service to assign a mediator at no cost to the District.

4.2.6 Level VI

If the grievance is not resolved at Level V, the Association may submit the grievance to arbitration.

The Association, by written notice to the Superintendent or designee within twenty (20) days after the conclusion of the Level V process, may submit the grievance to an arbitrator who shall be selected by mutual agreement. If no agreement can be reached within ten (10) days of the notice, the parties shall request of the State **Mediation and Conciliation Service** a list of seven (7) names of persons experienced in hearing grievances. Each party shall alternately strike a name until only one name remains. The order of strike shall be determined by lot.

In each dispute, the arbitrator shall, as soon as possible, hear evidence and render a decision on the issue(s) so submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issue(s) by referring to the written grievance and the answers thereto at each step. After the hearing, and after both parties have been given the opportunity to make written arguments, the arbitrator shall submit, in writing, **their** findings and award to the Association and the District. The award of the arbitrator shall be final and binding.

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

nor shall the arbitrator be empowered to render a decision on issues not before the arbitrator or on facts not supported by the evidence.

The fees and expenses of the arbitrator and each hearing shall be borne equally by the District and the Association; or, if an individual pursues arbitration without the Association's consent, said individual shall share equally in the cost with the District. All other expenses shall be borne by the party incurring them.

If any question arises regarding the arbitrability of a grievance, the party raising the question of arbitrability may, upon request, have such question first ruled upon and decided by an arbitrator prior to any other hearing on the merits of the grievance which would thereafter be conducted by a second and different arbitrator.

The fees and expenses of the separate arbitrator deciding the issue of arbitrability shall be borne by the party which raised the question of arbitrability.

4.3 Miscellaneous Provisions

- 4.3.1 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with an appropriate member of management and to have the grievance resolved without intervention or presence of the Association; provided that the resolution is not inconsistent with the terms of this Agreement, and provided further, that prior to any agreement on the resolution, the Association has been given ten (10) days in which to study the issues and to state its views.
- 4.3.2 If the District management fails to respond in writing to the grievance within the specified time limit, the grievant has the right to process the grievance at the next level. If the grievant does not process the appeal within the given time limits, the grievance shall be considered as settled and the grievant cannot thereafter grieve the specific incident again. The time limits specified at each level should be considered maximums and every effort should be made to expedite the process. The time limits for a specific grievance, however, may be extended by written mutual agreement.
- 4.3.3 Every effort will be made by the parties to settle grievances at the lowest possible level.
- 4.3.4 No reprisals of any kind will be taken by the District against any grievant, any party in interest, or any other participant in the grievance procedure, by reason of such

participation.

- 4.3.5 Within the time limits as specified at Levels I through III, upon request, **parties will meet and confer regarding the grievance.** ~~either party will receive a personal conference with the other party.~~

Unit members may select a member of the Association or any official of the Association as a conferee in any matter relating to the provisions of this contract.

- 4.3.6 The grievance files and documents shall be kept separate from the existing personnel files of the grievant, provided that such separateness shall not be construed as a separate personnel file.
- 4.3.7 By filing a grievance and processing it beyond Level IV, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of grievance beyond Level IV shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

ARTICLE 7: EVALUATION PROCEDURES

7.1 **Frequency of Evaluation**

Evaluation and assessment of the performance of each unit member shall be made on a continuing basis as follows:

- 7.1.1 Probationary Employees A formal evaluation summary shall be given at three (3) months of employment and within the last thirty (30) days of the probationary period. The probationary period shall be 130 working days **of paid service.**

7.1.2 Permanent Employees

Permanent unit members who have completed the probationary period shall be evaluated at least once during each unit member's annual employment year and during any time following a change of supervisor, except when an evaluation has been made

within the prior 60 days. Any unit member who is performing unsatisfactorily shall receive a notice of concern ~~or a formal evaluation summary~~ at any time during the year. Such notice ~~or evaluation~~ shall include specific reasons for concern and specific written recommendations for improvement. ~~A unit member who is not performing satisfactorily shall receive a notice of concern before any action on a formal evaluation summary is taken. Such notice shall include specific reasons for concern and specific written recommendations for improvement.~~

7.2 Review of Evaluation

The formal evaluation summary made pursuant to this Article shall be reduced to writing and a copy shall be made available to the evaluatee. The evaluation shall be reviewed with the evaluatee by the evaluating supervisor during the evaluatee's work shift. If any part of the evaluation indicates a need for improvement, specific suggestions for improvement shall be made by the evaluating supervisor. The evaluatee shall sign the copy of the evaluation. Such signature shall not necessarily mean concurrence with the evaluation but will only indicate that the evaluatee has received the report and is aware of the content. ~~The unit member may challenge the substance of an evaluation by means of the grievance procedure, except that any decision rendered at Level IV of the grievance procedure shall be final and binding.~~ **The unit member may challenge the timeline and process of the evaluation by means of the grievance procedure but may not grieve the content of the evaluation. Any decision rendered at Level IV of the grievance procedure shall be final and binding.**

7.3 Effect of Unsatisfactory Evaluation

A permanent unit member shall not advance to the next step of the salary schedule unless the unit member continues to maintain a successful formal summary performance evaluation. Such unit member will be given ~~90~~ **60** workdays to improve performance. **A follow up evaluation shall be completed by the evaluating supervisor prior to the end of 60 workdays.** ~~If the unit member's performance improves to a satisfactory level within the 90 60 workday time period, the step advancement shall be given for the duration of the period. If the performance does not improve, the unit member shall be subject to discipline up to and including termination.~~

7.4 Personnel Files

- 7.4.1 The personnel file of each employee shall be maintained by the District's central administration office. Any files kept by the supervisor of any employee shall not contain any material that is not in the main personnel file, provided that the supervisor may collect data and notes throughout the year to be used in preparing any formal evaluation summary.
- 7.4.2 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the employee. The District shall keep a log indicating the person who has examined a personnel file as well as the date such examination was made. Such log and the employee's personnel file shall be available for examination by the employee or **their** CSEA representative if authorized by the employee. The log shall be maintained in the employee's personnel file.
- 7.4.3 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the person involved, except pre-employment or promotional items which are properly classified as confidential pursuant to appropriate Education and Government Code sections.
- 7.4.4 Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District.
- 7.4.5 A copy of the evaluation shall be placed in the unit member's personnel file after the unit member has been provided the opportunity to discuss the evaluation with the evaluator and has been provided the opportunity to attach a written response to ~~the any~~ ~~unsatisfactory~~ evaluation ~~or derogatory comment~~. Information of a derogatory nature, except as specified in 7.4.3, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Before any such document or evaluation is placed in the unit member's personnel file, the District shall give a copy of the document to the unit member. Any document shall include the following notification: **of the employees' right to respond to the document in writing within twenty (20) working days, notified that their response will be attached to the**

documentation and that both will be placed in their personnel file.

~~THIS DOCUMENT WILL BE PLACED IN YOUR PERSONNEL FILE. YOU HAVE TWENTY (20) WORKING DAYS FROM RECEIPT OF THIS DOCUMENT TO MAKE ANY SIGNED WRITTEN COMMENTS YOU WISH, WHICH WILL BE ATTACHED TO THE DOCUMENT AND PLACED IN YOUR PERSONNEL FILE.~~

ARTICLE 8: TRANSFERS

8.1 General Provisions

8.1.1 A unit member may be transferred from one position to another within the same job description. Such transfers may be upon the request of the unit member (voluntary transfer) or for the best interest of the District at the request and discretion of the District provided that such action shall not be taken for punitive, arbitrary, or capricious reasons.

8.2 Voluntary Transfers

8.2.1 A unit member wishing to transfer may apply for a vacancy in their job description and note that it is a lateral transfer on the employment application.

8.2.2 Any position which is declared vacant shall be posted by the District for not less than five (5) full workdays as defined in Section 4.1 of the grievance procedure.

8.2.3 First ~~consideration is given~~ **interviews shall be granted** to those within the ~~classification~~ **job description** who have applied for the vacancy according to 8.2.1 above. **If no successful candidate is selected, then the district shall interview external candidates.** Consideration shall then be given to all qualified applicants on the basis of: (1) best qualifications and best interests of the District; (2) appropriate legal requirements regarding employment opportunity as set forth in state and federal laws and regulations; and (3) if two (2) or more applicants are deemed equal on the above, length of service within the District.

8.3 Involuntary Transfers

8.3.1 Any involuntary transfer may be made at any time in the best interest of the District at the discretion of the District, provided such a transfer is not for punitive, arbitrary, or capricious reasons.

8.3.2 The District shall notify any bargaining unit member of an involuntary transfer at least ten (10) days prior to the effective date of the transfer unless otherwise

agreed to by the District, CSEA 75 and the unit member. At the request of the unit member, reasons for transfers which are not voluntary shall be discussed between the unit member and the appropriate supervisor. The unit member may be represented by the Association at such meeting.

8.3.3 Involuntary transfers shall not change the unit member's normal salary rate, benefits, accumulated illness leave, and accumulated vacation credit, or in any manner adversely affect the unit member's rights as provided in law.

ARTICLE 9: SAFETY

9.1 ~~The District shall provide a safe working environment for all unit members. All unit members will cooperate in maintaining such an environment.~~ The District acknowledges that all students and staff of public primary, elementary, secondary schools have the right to attend campuses which are safe, secure and peaceful. The District hereby commits to acting in compliance with its legal responsibilities pursuant to all health, safety and sanitation requirements imposed by local, state, or federal law or regulations adopted under local, state, or federal law, including but not limited to any and all guidelines or mandates issued by local, state, or federal public health authorities or by Cal/OSHA.

9.1.1 The District shall furnish employment and a place of employment which are safe and healthful for all unit members. Unit members shall collaborate with management in maintaining safety practices in all facilities.

9.1.1.1 The District shall furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and place of employment safe and healthful.

9.1.1.2 The District shall provide each classroom and major work area with first aid kits with emergency supplies, including but not limited to, rubber gloves, flashlight, emergency toileting supplies, and any other items which may be reasonably necessary and unique to a work location.

9.1.1.3 Each classroom and major work area shall have communication devices for use during the workday.

- 9.1.2 The District shall make every effort to protect the life, safety, and health of unit members and students. Additionally, the District shall take adequate and reasonable security precautions to protect unit members and students. Unit members shall work with the district to help protect the life, safety and health of students.
- 9.1.3 The District shall make every effort to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. The District will follow the Board adopted Integrated Pest Management Policy.
- 9.2 Unit members will report on an Employee Safety Reporting Form any unsafe conditions to the immediate supervisor. Upon notification, the District shall address the reported unsafe or hazardous working conditions, and if deemed unsafe or hazardous, will remediate the conditions. These reports shall be sent to the Maintenance and Operations Department, who shall initiate an investigation of the report and shall require any action to correct the unsafe working condition or practice. Unit members shall not be subject to reprisals of any form as a result of reporting any condition believed to be unsafe. (see Appendix I)
- 9.2.1 Pursuant to Government Code, the California Emergency Services Act of 2013, and the California Code of Regulations, in the event of a declared natural disaster, man-made or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, Unit Members may be subject to disaster services activities that are assigned to them by their supervisor if activated by an accredited disaster council.
- 9.2.2 In the event of a closure of District facilities, including but not limited to natural disaster, quarantine, pandemic, poor air quality, safety threat (e.g. bomb threat, shooting threat, etc.), or government order, bargaining unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall instate the make-up day(s) included in the instructional calendar and negotiate any additional make-up days as necessary. Unit Members will work the replacement day(s) not to exceed the combined negotiated number of days and hours.
- 9.3 Unit members shall immediately report any accident in which an injury or potential injury exists to their immediate supervisor. The supervisor shall be responsible for completing the supervisor's

report. The Unit members are shall be responsible for following the workers' compensation process. ~~filing any necessary reports.~~

9.4 Safety equipment which is required by the District shall be provided at District expense. Unit members will utilize such equipment in a manner prescribed by the supervisor or management or by generally accepted safe operating procedures.

9.5 Unit members shall not be required to search for bombs in the event of a bomb threat, nor shall unit members be required to remain in the building if the building is ordered to be vacated of pupils.

9.6 The District shall provide voluntary Hepatitis B inoculations for any employee with potential exposure to blood borne pathogens. Unit members who are in health insurance plans which provide Hepatitis B inoculations shall be required to obtain Hepatitis B inoculations through the health plan. Other unit members may be required to obtain Hepatitis B inoculations through an agency prescribed by the District.

9.7 **District Safety Committee**

9.7.1 **The District and CSEA 75 agree to include unit members as representatives on the District Safety Committee.**

9.7.1.1 **CSEA 75 President or designee may appoint up to four (4) unit members to serve as representatives on the District Safety Committee.**

9.7.1.2 **CSEA 75 representatives to the District Safety Committee shall receive paid release time. For committee work, subject to overtime.**

9.7.2 **The District Safety Committee shall provide information to unit members on Education Code, Board Policy, and any local/state/federal regulations that govern the creation and implementation of district and comprehensive school safety plans (CSSP), to include an Injury and Illness Prevention Program (Cal/OSHA IIPP), district Emergency Operations Plan (EOP), and Workplace Violence Prevention Plan (WVPP).**

9.7.2.1 **It is the responsibility of this committee to do the following:**

- **Provide guidance to school sites on the development and update of the Comprehensive School Safety Plan (CSSP);**
- **Review and recommend updates to the District's Injury and Illness**

Prevention Program (IIPP);

- Review and recommend updates to the District’s Emergency Operations Plan (EOP);
- Review and recommend updates to the District’s Workplace Violence Prevention Plan (WVPP);
- Uphold the expectations and compliance within each specific plan and provide guidance on implementation.
- Receive quarterly reports on any data collection and actions taken.
- Gather and analyze data related to student misconduct, positive behavior interventions, and discipline issues;
- Assist schools and worksites in developing site safety plans and school site discipline policies; Monitor and evaluate the effectiveness of school and worksite safety plans and school discipline policies.

9.7.2.2 This committee shall determine their meeting schedule and shall meet at least six (6) times per year with the first meeting held within the first four (4) weeks of each school year.

9.8 The District and school sites will comply with Education code ARTICLE 5 School Safety Plans [32280-32289.5]. The School Site Council (SSC) must write and develop the Comprehensive School Safety Plan (CSSP) or may delegate this responsibility to a safety committee (EC Section 32281(b)(2)).

9.8.1 All staff must be trained on the CSSP EC Section 32280.

9.8.1.1 Updated school safety plans should be reviewed and practiced regularly by all certificated and classified staff and students, as appropriate.

9.9 The site Safety Planning Committee (School Site Council or delegated safety committee) shall include the following, pursuant to EC 65000:

9.9.1 At an elementary school, the school site council shall consist of both of the following groups:

A. The principal of the school or his or her designee; classroom teachers employed at the school, selected by classroom teachers employed at the school; and school

personnel employed at the school who are not teachers, selected by school personnel employed at the school who are not teachers. The classroom teachers selected pursuant to this subparagraph shall constitute a majority of the persons selected pursuant to this subparagraph.

B. Parents of pupils attending the school, or other members of the school community, selected by parents of pupils attending the school. The number of persons selected pursuant to this subparagraph shall equal the number of persons selected pursuant to subparagraph (A).

9.9.2 At a secondary school, the school site council shall consist of both of the following groups:

A. The principal of the school or his or her designee; classroom teachers employed at the school, selected by classroom teachers employed at the school; and school personnel employed at the school who are not teachers, selected by school personnel employed at the school who are not teachers. The classroom teachers selected pursuant to this subparagraph shall constitute a majority of the persons selected pursuant to this subparagraph.

B. Parents of pupils attending the school, or other members of the school community, selected by parents of pupils attending the school; and pupils attending the school, selected by pupils who are attending the school. The number of persons selected pursuant to this subparagraph shall equal the number of persons selected pursuant to subparagraph.

9.9.3 An employee of a school who is also a parent or guardian of a pupil who attends a school other than the school of the parent's or guardian's employment is not disqualified by this employment from serving as a parent representative on the school site council established for the school that his or her child or ward attends.

9.9.4 The school site council may delegate this responsibility to a school safety planning committee made up of the following members:

A. The principal or the principal's designee.

B. At least One teacher who is a representative of the recognized certificated

employee organization.

- C. At least One parent whose child attends the school.
- D. At least One classified employee who is a representative of the recognized classified employee organization.
- E. Other members, if desired.

The school site council/safety committee shall consult with a representative from a law enforcement agency, a fire department, and other first responder entities in the writing and development of the comprehensive school safety plan. The comprehensive school safety plan and any updates to the plan shall be shared with the law enforcement agency, the fire department, and the other first responder entities.

9.9.5 Prior to adopting, the site Safety Plan, the Safety Planning Committee at each school or worksite shall hold a public hearing at the school site. The committee shall solicit the views of parents, teachers, school administrators, school security personnel, and junior and high school students. The site Safety Plan shall be reviewed and updated by March 1 each year. (Ed Code 32288 and 32286).

9.9.6 In addition to creating a safety plan as described above, the site Safety Planning Committee shall also:

9.9.7 Students, parents, and employees shall receive written notice of the school discipline policy at the beginning of each school year. (5 CCR Section 5553)

9.10 Indoor Air Quality

9.10.1 The Parties agree that ensuring schools are ventilated and have good indoor air quality is critical to protecting and supporting the health and well-being of students and school staff. Indoor and outdoor pollutants inside classrooms impact the health and well-being of students and staff.

9.10.1.1 The Parties agree that both ventilation and filtration are essential to improve indoor air quality in schools and, as such, the following standards for ventilation and filtration of spaces occupied by students and staff will be met. "Occupied spaces" are defined as each District classroom, auditorium, gymnasium, nurses' office, cafeteria, or other occupied areas in which

students are present or unit members are required to report to work.

9.10.1.2 The District shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations and/or policies issued by federal, state, and local regulatory agencies such as OSHA, Cal/OSHA, the EPA, and GSA, etc.

9.10.1.3 If a classroom CO2 concentration exceeds the level set forth in the SRTA Contract more than five (5) times in a week as observed by classroom staff or facilities staff and the classroom or other occupied space has a mechanical ventilation system, the ventilation rate shall be inspected and adjusted as appropriate by district personnel.

9.10.1.4 If existing mechanical and/or natural ventilation with windows cannot maintain CO2 concentrations below set forth in the SRTA Contract, the mechanical ventilation system will be improved to meet current California building code requirements. A plan to achieve these improvements that includes a timeline for completing the work will be provided to the Chapter by the District within 30 days. A temporary measure to lower CO2 levels while mechanical ventilation improvements are in process is to use portable fans oriented to exhaust air to the outside through open doors and windows.

9.11 Asbestos Removal

9.11.1 The District agrees to continue to comply or immediately comply with all Federal, State, and local requirements regarding asbestos, including, but not limited to, the Federal asbestos hazard emergency response act (AHERA), which are currently applicable and/or those which may become applicable or be enacted during the term of this Agreement.

ARTICLE 10: LEAVES

10.1 General Provisions

All absences from regularly assigned duties shall be approved by the Board of Education, Superintendent, or other management personnel designated by the Superintendent. All absences shall be approved in advance, unless otherwise specified in this contract. Absences taken without approval shall be considered as absences without leave. Unit members taking absences without

leave shall be subject to written reprimand and loss of pay. Repeated abuses of absences without leave shall subject the unit member to loss of pay, reprimand and/or dismissal, except for absences clearly beyond the control of the unit member. The benefits which are expressly provided by this section are the sole benefits which are part of this collective agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either directly or implicitly, into this Agreement, nor are such other benefits subject to the Grievance Procedure, Article 4, nor are such other benefits subject to the Grievance Procedure, Article 4. A unit member on leave shall be placed on the salary schedule at the same position held at the commencement of the leave. The unit member shall be eligible for a salary schedule increment step, if such unit member is in active employment in such position for seventy-five (75) percent of the days in that unit member's normal work year.

10.2 Paid Sick Leave

10.2.1 Every unit member shall earn each fiscal year paid sick leave in accordance with the following provisions:

10.2.1.1 Full-time unit members working twelve (12) months five (5) days per week are entitled to twelve (12) days of sick leave.

10.2.1.2 Full-time unit members working five (5) days per week but less than a full fiscal year (12 months) are entitled to that proportion of twelve (12) days sick leave as the number of months the unit member is employed bears to twelve (12).

10.2.1.3 Unit members working less than five (5) days per week are entitled to that proportion of twelve (12) days sick leave as the number of days the unit member is employed bears to five (5).

10.2.1.4 Unit members working less than twelve (12) months and less than five (5) days per week are entitled to sick leave as determined by using a combination of these sections.

10.2.2 At the beginning of each fiscal year, the sick leave "bank" of the unit member shall be increased by the number of days of paid sick leave which the unit member would normally earn in the ensuing fiscal year. The unit member sick leave "bank" shall be adjusted if a change of assignment alters the amount of sick leave earnable. Unused sick

leave may be accumulated without limit.

- 10.2.3 Sick leave may be taken at any time, provided that unit members may use only six (6) days of paid sick leave during their first six (6) months of employment.
- 10.2.4 Pay for any day of sick leave shall be the same pay the unit member would have received had the unit member worked that day.
- 10.2.5 In order to receive compensation while absent on sick leave, the unit member will on the first day absent, notify **their** immediate supervisor of the absence at least two (2) hours prior to the beginning of the unit member's shift or at a time established by the supervisor, unless conditions make notification impossible. The burden of proof of impossible conditions shall be upon the unit member. The unit member is also responsible for entering their time off in the Absence System within 24 hours of the absence.
- 10.2.6 At least one (1) day prior to **their** expected return to work, following an absence of three (3) or more days, the unit member shall notify **their** supervisor in order that any substitute employee may be terminated. If the unit member fails to notify **their** supervisor and both the unit member and the substitute report, the substitute is entitled to the assignment, and the unit member shall take one (1) more day of illness leave.
- 10.2.7 A unit member absent for three (3) working days or more may be required to present a doctor's note stating the unit member has been unable to work due to medical necessity and the date the unit member is able to return to work.
- 10.2.7.1 The unit member may use sick leave for any medical purpose including medical, dental, or vision appointments. ~~At the unit member's election, accumulated compensatory time off may be used in lieu of sick leave. For each absence, the increments shall be one-quarter (1/4) hour.~~
- 10.2.8 Sick Leave for Pregnancy Disability
Bona fide disability as a result of pregnancy shall be treated as an illness for purposes of sick leave.
- 10.2.9 Additional Sick Leave

10.2.9.1 After exhaustion of paid sick leave, a unit member who is ill or injured, may, upon request, use accumulated vacation ~~and compensatory~~ time to avoid leave without pay. (**MOVE TO 10.2.9.2**)

10.2.9.2 ~~Beginning with the first day of absence due to illness or injury and extending through a period of five (5) calendar months, a unit member who continues on illness leave after using all of his/her entitlement for industrial accident leave, regular sick leave, accumulated compensatory time, vacation, and other paid leave shall have deducted from the salary due for any month in which the absence occurs an amount not to exceed the sum which is actually paid the substitute employee. (MOVE TO 10.2.9.1) Unit members shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which they are entitled under 10.2.1. Such days of paid sick leave in addition to those required by 10.2.1 shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized under this rule shall be exclusive of any other paid leave, holidays, or vacation time to which the employee may be entitled.~~ A substitute employee, who is not otherwise employed by the District, shall be paid according to the Board approved Classified Substitute Salary Schedule.

10.2.9.3 After exhaustion of all paid leave, a unit member of permanent status may be placed on additional leave without pay upon request and with approval of the Board of Education. The additional leave may be extended for any period not to exceed six (6) months and may be renewed for two (2) additional six-month periods.

10.2.10 Termination of Sick Leave

10.2.10.1 A unit member who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided **they are** able to resume the assigned duties. If the leave has been for more than ten (10) working days, **they** shall notify the District of **their** return at least three (3) working days in advance. Competent medical authority shall certify, in writing, that the unit member's

health is sufficiently improved to permit **them** to perform regular duties. The District may, at its own expense, require additional medical certification of the unit member's health.

10.2.10.2 If, at the conclusion of all sick leave and additional leave, paid or unpaid, granted under these rules, the unit member is still unable to assume the duties of the position, **they** will be placed on a reemployment list for a period of 39 months in the same manner as if the unit member were laid off for lack of work or lack of funds.

10.2.11 Transfer of Sick Leave

A unit member who has been a classified employee of another school district or county school office in California for one (1) calendar year or more and who has terminated employment in that district or office for reason other than action initiated by the employer for cause and who has accepted employment in the Santa Rosa City School Districts within one (1) year of such termination shall be credited with the total amount of earned but unused leave of absence for illness or injury credited in the previous district or office at the time of termination.

10.3 Sick Leave Bank for Serious Long-Term Illness or Injury

10.3.1 The District shall maintain a sick leave bank for use by unit members who have exhausted all paid leave entitlements due to a serious long-term illness or injury. The use of this provision does not apply to workers compensation.

10.3.2 Each year the District shall credit the sick leave bank with 1200 hours of non-cumulative sick leave.

10.3.3 CSEA 75 members may contribute to the sick leave bank as long as they retain at least twenty (20) days of personal leave. Hours contributed by unit members shall remain in sick leave bank and cannot be taken back by contributing member.

10.3.4 A unit member wishing to use sick leave or the sick leave bank for serious illness or injury of an immediate family member shall make such a request in writing to CSEA 75 and the Assistant Superintendent, Human Resources for consideration. Use of the sick leave bank shall be limited to no more than fifty (50) days.

10.3.5 The sick leave bank shall be jointly administered by the Assistant Superintendent, Human Resources and the Chapter President. The employee will provide verification of just cause for the use of the sick leave bank.

10.4 Industrial Accident and Industrial Illness Leave

Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the following provisions:

10.4.1 A unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under the provisions of the Workers' Compensation Insurance law shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:

10.4.1.1 The claim is accepted by the District's Workers' Compensation Carrier and validates, the illness or injury constitutes an industrial accident or illness, or, if contested by the District, it is ultimately determined to be work connected by the Workers' Compensation Appeals Board (WCAB).

10.4.1.2 The unit member has probationary or permanent status.

10.4.2 Paid industrial accident or illness leave shall be for not more than sixty (60) working days in any one fiscal year for the same accident.

10.4.3 Paid industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which a unit member may be entitled.

10.4.4 If the unit member is still unable to return to duty after exhausting paid industrial accident leave, **they** shall be placed on paid illness leave if **they are** eligible therefore. Accumulated illness leave will be reduced only in the amount necessary to provide a full day's wages or salary as indicated in the unit member's assignment, when added to compensation without penalties from the Districts' Worker's Compensation insurance carrier.

- 10.4.5 After all paid illness leave has been exhausted following a paid industrial accident leave, a unit member shall use ~~earned compensatory time, or other~~ earned leave, to the extent necessary to make up the unit member's regular salary when receiving a temporary disability allowance under the Districts' Workers' Compensation insurance carrier without penalties. After the expiration of all paid leave privileges, the District may place the unit member on an industrial accident leave without pay.
- 10.4.6 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, a unit member shall be assigned to a position in **their** former class ahead of unit members with a lesser amount of seniority. If no vacancy exists in **their** former class, the unit member may displace the most recently appointed member in the class with less seniority. If a unit member's former class has ceased to exist, the unit member shall be placed in a comparable position for which **they are** qualified.
- 10.4.7 A unit member returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code. A unit member shall continue to receive seniority credit for all purposes while on such paid leave of absence.
- 10.4.8 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness and the unit member is still unable to resume the duties of the position, the unit member's name shall be placed on the reemployment list for the class from which **they were** on leave for a period not to exceed 39 months.
- 10.4.9 A unit member who fails to accept an appropriate assignment after being medically certified for return to duty shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the member's former class, status, and work hours. Those removed from a reemployment list prior to the expiration of the 39-month period may appeal the removal to the Board of Education.
- 10.4.10 While a unit member is on any paid leave resulting from an industrial accident or industrial illness, the salary paid shall not, when added to a normal temporary disability allowance award without penalties granted the unit member under the State Workers' Compensation Act, exceed the unit member's regular salary. The salary of a unit member

who is a permanent employee is computed on the basis of the number of hours and days in **their** basic daily assignment. A member who is not permanent shall have **their** regular salary computed on the basis of the average number of hours worked each month in which the unit member was in paid status. During all paid leaves resulting from an industrial accident or industrial illness, the unit member shall endorse to the District all wage-loss benefit checks received under State Workers' Compensation Insurance laws. The District shall issue to the unit member appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized allowances.

10.4.11 Final allowance for permanent industrial disability settlements shall not be subject to remittance to the District under this policy.

10.5 Bereavement Leave

10.5.1 A unit member shall be granted a leave of absence, as per AB1949, not to exceed ~~four (4) days, or~~ five (5) days ~~when travel is out of state or when travel in excess of a 300-mile radius from the District is required~~, without loss of salary on account of the death of any member of **their** immediate family. **Leave can be taken in increments of one (1) day or more.**

10.5.2 For purposes of bereavement leave, members of the immediate family shall be limited to mother, father, stepmother, stepfather, foster parent, grandmother, grandfather, step child, foster child, grandchild, or a stillborn child (provided the unit member is not eligible to take sick leave), aunt or uncle of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, niece, nephew, and registered domestic partner of the unit member, or any relative or close personal friend living in the immediate household of the unit member.

10.6 Personal Necessity Leave

10.6.1 Up to seven (7) days per year of accumulated sick leave may be used for Personal Necessity to attend to personal business or family matters which cannot be done otherwise. In no case can this be used for vacation. Employees should, when possible, provide advance notice to their Supervisor.

10.7 Leave of Absence Without Pay

10.7.1 Leave of absence without pay may be granted to a unit member of permanent status upon written request and approval of the Superintendent or designated representative, subject to the following restrictions:

10.7.1.1 Except in emergency situations, a unit member must request leave sixty (60) days prior to the date the leave is proposed to commence.

10.7.1.2 Leave of absence without pay may be granted for any period not exceeding one (1) year, except that leave of absence for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave of absence for service in the Peace Corps or the Red Cross, during time of national emergency, may be granted for a period not to exceed twenty-four (24) months.

10.7.1.3 The granting of a leave of absence without pay for a period not to exceed one (1) school year gives to the unit member the right to return to **their** position at the expiration of the leave of absence, provided that **they are** physically and legally capable of performing the duties.

10.7.1.4 Leave of absence without pay may be granted for any period not exceeding one (1) year for purposes of child care or maternity.

10.7.2 A unit member may make a written request to the District to return to work prior to the expiration of the leave. The District may approve or reject the request.

10.7.3 A unit member on such leave shall notify the Human Resources Office of **their** intent to return to employment in the District at least thirty (30) days prior to expiration of the leave. Failure to so notify will be considered an abandonment of position.

10.7.4 Members of the unit on Board-approved unpaid leaves of absence shall have the option to continue medical, dental, vision, and employee life insurance coverage for the period of the leave by providing the District with monthly premium payments in the full amount of the premium cost.

10.7.5 The District may, for good cause, cancel any leave of absence without pay by giving the

unit member a one-month notice prior to the beginning of leave.

10.8 Other Leave Provisions

10.8.1 Military Leave

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

10.8.2 Jury Duty

Leave of absence for jury service shall be granted to any unit member who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The unit member shall receive full pay while on leave. Request for jury service leave should be made by presenting the official court summons to jury service to the Superintendent or designee.

10.8.3 Personal Business

~~In the event it becomes necessary for a unit member to absent himself/herself from duties because of urgent personal business that cannot be conducted at times other than regular work hours, the unit member may, upon the approval of his/her immediate supervisor, take one (1) or more hours of leave without pay or use compensatory time to conduct this business. The immediate supervisor may require proof of the necessity of the absence. This leave shall not extend for a period of more than four (4) hours.~~

10.8.3 Leave to Serve in an Exempt, Temporary, or Limited-Term Position

Any unit member on permanent status who accepts an assignment within the District to an exempt, temporary, or limited-term position shall, during such assignment, be considered for status purposes as serving in **their** regular position, and such assignment shall not be considered separation from service.

10.8.3.1 The unit member may, with the approval of the District, voluntarily return to **their** position or a position in the class of **their** permanent status prior to the completion of service in an exempt, temporary, or limited-term position. Failure to complete the required service, unless approved as specified herein, will be grounds for disciplinary action.

10.8.3.2 A limited-term position also may be approved to provide a bargaining unit member the

opportunity to serve in another position in order to learn the skills of another trade or class.

10.9 Family Medical Leave (FMLA and CFRA)

Parental Bonding Leave shall be in accordance with Education Code 45196.1. It is the intent of this section to make available to employees leave under the federal Family Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2). This section shall be applied and interpreted in accordance with the state and federal law and regulations.

10.9.1 Eligibility – FMLA and CFRA

An employee with one year of continuous service employed for at least 1,250 (1.00 FTE) hours during the previous 12 months is eligible for FMLA. Eligibility for CFRA “Parental Leave” requires the employee to have been working continuously for 12 months prior to the leave. There is no hours or FTE requirement under CFRA’s Parental Leave. To be eligible for CFRA Leave for reasons other than Parental Leave, the employee must have worked for at least 1250 hours during the previous 12 months.

10.9.2 Purposes for Which Leave May be Taken

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care
 - and to care for the newly placed child within one year of placement;
 - to care for the employee’s spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions their job;
 - any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on “covered active duty: or
 - Twenty-six workweeks of leave during a single 12-month period to care

for a covered servicemember with a serious injury or illness if the

- eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

10.9.3 Duration of Leave

10.9.3.1 All leave is unpaid; however, employees may be required to use accrued Illness Leave. Employees may also use Vacation Leave.

10.9.4 Differential Pay for CFRA Leave due to Parental Leave CFRA may be requested

for up to an additional 12 weeks after FMLA (and PDL) have been exhausted.

CFRA allows an employee to take leave to bond with a newborn child or a child placed for adoption/foster care. During CFRA leave, the employee may use Personal Illness (PI), Personal Necessity (PN) or Vacation Leave. If the employee has exhausted all PI/PN, and they meet the eligibility requirement, they will be eligible for Difference Pay for the balance of the CFRA Leave.

10.9.5 Time for Commencement of Leave

10.9.5.1 Leave for birth or adoption of a child must commence within one year of the birth or adoption.

10.9.5.2 Except for requirements of section 10.9.4, the employee shall be required to first use accrued vacation, ~~compensatory time off~~ and other available paid leave, but not sick leave unless the leave is taken because of the employees own illness or the employer agrees to the use of sick leave.

10.9.5.3 Pregnancy disability leave is treated separately under CFRA [See Government Code Section 12945(b)(2)]

10.9.6 Employee Notice

If the need for leave is foreseeable, the employee shall provide the District with reasonable (at least 30 days) written notice.

10.9.7 Continuation of Benefits

10.9.7.1 The District will continue to pay the employee's health benefits to the

same extent the District would have paid for such benefits if the employee would have continued working.

10.9.7.2 If the employee does not return at the end of the leave, the District may collect the amount expended for benefits unless the failure to return is because of disability or other reasons beyond the control of the employee.

10.9.7.3 To the extent the District continues to pay for other benefits for employees on unpaid leaves, it must do so for employees under FMLA and CFRA. If the District does not pay such benefits, it must permit the employee to pay for them. Benefits include, but are not limited to, disability and life insurance and retirement contribution.

10.9.8 Status While on Leave

Leave does not constitute a break in service for purposes of seniority or longevity.

10.9.9 ~~Husband and Wife Employees~~ Spouse Employees

If both spouses are employed by the District, the aggregate leave for both employees is limited to 12 weeks for the care of a newly arrived child or a sick parent. For other purposes, each employee is entitled to 12 weeks of leave.

10.9.10 Verification

10.9.10.1 The employee shall provide verification of the need for leave by completing a leave of absence packet with the Human Resources Department and providing all required documentation.

10.9.11 Serious Health Condition

A "Serious Health Condition" means an illness, injury (including but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

10.9.12 Right to Reinstatement

An employee is entitled to reinstatement to the same or a comparable position except that a salaried employee who is among the highest paid ten percent of the District's employees may be denied reinstatement if reinstatement would cause substantial economic injury to the District. The District must notify the employee of the intent to deny reinstatement as soon as that decision is made. If the notice is given after commencement of the leave, the employee has the right to return to work following receipt of the notice.

10.10 Use of Sick Leave to Care for the illness of Family Members (Kin Care)

10.10.1 For each calendar year, an employee may use up to the amount of regular sick leave accrued in a six-month period to care for the illness of an "immediate family" member as defined in sections 10.10.3 and 10.5.2.

10.10.2 Leave taken under this section shall be known as "Kin Care" leave.

10.10.3 "Designated Person" for the purpose of this section 10.10 means "a person identified by the employee at the time the employee requests paid sick days." Unit members shall identify the designated person at the time they request the leave. Unit members may only identify one designated person per 12-month period (rolling forward). The terms here regarding "designated person" are intended to reflect the law and do not extend leave availability beyond legal requirements.

Article 11: Vacation Leave

11.1 General Provisions

Earned vacation shall become a vested right upon completion of the initial six (6) months of employment.

11.2 Vacation Entitlement

Vacation time is earned based on the following rates:

1 - 3 years 1 day per month of employment

4 - 7 years 1.25 days per month of employment

8 - 10 years 1.50 days per month of employment

11 + years 1.8333 days per month of employment

Vacation shall accrue at the end of each month of employment, Unit members working less than twelve (12) months are entitled to that proportion of vacation as the number of months worked bears to that of a regular twelve-month employee.

11.2.1 Unit members shall be notified annually of their vacation carryover entitlement within 30 days of their anniversary date.

11.3 Vacation Scheduling

11.3.1 For school year employees, vacation days shall be scheduled during the winter and spring recesses. Any vacation accrued beyond that required to fill those recess periods shall be available to schedule in line with 11.3.2.

11.3.2 (PREVIOUSLY 11.3.1) Upon completion of six (6) months of District service, earned vacation shall be scheduled by the unit member and the unit member's immediate supervisor or appropriate management person. Requests shall be submitted as early as possible using the vacation form listed in **Appendix F** and the online District Absence Reporting System. The District will approve or deny vacation requests no later than five (5) working days after the request for vacation has been submitted by the Unit member. In the event that requests for vacation conflict, unit members with greater District-wide seniority shall be given preference over less senior unit members. Vacation shall be scheduled so as not to interfere with the efficient operation of the District.

11.3.3 A unit member who commences a prescribed vacation period and subsequently becomes seriously ill or is bereaved before the vacation period has been completed shall be placed on sick leave or bereavement leave under the following conditions:

11.3.3.1 The unit member otherwise qualifies for such leave as provided by this Agreement; and

11.3.3.2 The unit member, if physically capable, returns to duty immediately following the vacation period; and

11.3.3.3 The request for change of vacation leave to other type of leave must be

made with the supervisor or manager upon return. When the unit member's vacation leave is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance.

11.4 Vacation Accumulation

Vacation credit may be accumulated to a total not exceeding that which the unit member could earn in twelve (12) months, except that, upon written approval of the Superintendent or designee, vacation credit not in excess of ten (10) days may be accrued and carried over to the following work year. (Appendix HG)

11.5 Vacation Pay

11.5.1 The rate at which vacation is paid shall be the unit member's current rate on regular assignment. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned vacation credit by reason of subsequent changes of employment status during that vacation.

11.5.2 Upon separation from the service, a unit member with permanent status shall be paid for accumulated vacation credit at the rate of pay applicable to the last regular assignment.

11.5.3 When a unit member has accumulated the maximum allowable vacation credit and when a District emergency prevents the unit member from utilizing accumulated vacation, the nature and the duration of the emergency shall be reported to the Superintendent or designee who may authorize a payment in lieu of earned vacation or may permit the accumulation of excess vacation credit.

ARTICLE 12: HOLIDAYS

12.1 Unit members are entitled to paid holidays as designated in Section 12.2 herein, provided they are in paid status during any portion of the workday immediately preceding or succeeding the holiday. Unit members who work, or who are on paid sick leave, or on paid sick leave for pregnancy disability, or paid workers' compensation leave, or paid vacation leave are considered to be in paid status. The District may require verification of absences on days immediately preceding or succeeding holidays. Unit members on unpaid vacation leave, unpaid sick or medical leave, unpaid workers' compensation leave, other unpaid leaves, or who are absent without leave are

not in paid status.

- 12.2 Unit members are entitled to the following paid holidays in accordance with the provisions of this Section and the terms and conditions of this Agreement:

July 4, Independence Day

First Monday in September, Labor Day

November 11, Veterans' Day

President of U. S. Proclamation, Thanksgiving Day

Friday following Thanksgiving Day

One day in December in lieu of Admission Day

December 25, Christmas Day

January 1, New Year's Day

Third Monday in January, Martin Luther King, Jr. Day

Second Monday in February, Abraham Lincoln Day

Third Monday in February, Presidents' Day

First day of Spring Break

Local Holiday to occur during any Leap Year to be the Tuesday following the First

Day of Spring Break

March 31, Cesar Chavez's Day

Last Monday in May, Memorial Day

June 19 (Juneteenth) Day of Observation

Three existing local holidays **are** to be determined through negotiations.

- 12.2.1 In addition to the above, whenever the President of the United States or the Governor appoints any other day as a holiday, including a National Day of Mourning, and does not provide for the closing of the public schools (i.e., Santa Rosa City Schools), but Santa Rosa City Schools do close, such closing shall be deemed as closing for a holiday.
- 12.3 Unit members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two (2) holidays provided that they were in a paid status during any portion of the workday of their normal assignment immediately preceding or succeeding the holiday period.

- 12.4 When a holiday listed in Section 12.2 falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed.

ARTICLE 13: COMPENSATION

13.1.1 Unit members who present professional development sessions will be compensated at their regular rate, but shall be eligible for overtime rate if applicable, for time spent preparing outside of regular work day in excess of 40 hours per week or 8 hours per day. Compensation will be a maximum of three (3) hours of paid preparation time for each unique hour of training with prior approval.

13.1.2 Staff shall be provided with dedicated time during their regular work hours for packing and unpacking. Physical movement of materials in both voluntary and involuntary transfers shall be done by appropriate staff.

13.1.3 Working Remotely:

A supervisor may, upon advanced request and where there is an emergent need, permit a unit member to work remotely up to a full day provided the following conditions are met:

- a. **The unit member's work duties may be performed remotely,**
- b. **Working remotely does not hinder district operations,**
- c. **The unit member has no rating of 1 or 2 in any evaluation performance area in the past 5 years,**
- d. **The unit member has not received discipline for attendance or tardiness in**

the past 5 years.

The District shall not be responsible for any incidental expenses associated with remote work.

13.1.4 Employee training:

The immediate supervisor shall meet with the employee and review the job description and expectations within the scope of the job description as close to the start date as practicable. The District shall provide 1-3 days of training to any employee hired/promoted. The immediate supervisor may approve additional training if needed.

13.2 Fringe Benefit Insurance

13.2.1 The current district contribution for Family Medical Plans is ~~\$1,132.92~~ **\$1,163.51** per month. Any time thereafter, the District cap on medical benefits shall be increased by the same percentage as any schedule salary increase. The District shall provide at no cost to the full-time employee a family dental plan, family vision plan and employee life insurance policy (\$50,000).

13.2.2 For a part-time employee who is a member of the unit, the District shall pay the carrier an amount equal to that amount which the unit member would have been entitled if in full-time employment, based upon the hours worked as compared to full-time employment. Such payment shall be made upon the condition that the part-time employee who is a member of the unit contributes by payroll deduction an amount equal to the balance.

13.2.3 A unit member must be in paid employment status for the month in which the benefits are received in order to be eligible for fringe-benefit coverage, except for unit members who are laid off by the District. Unit members working less than 12 months, who do not return for the new calendar work year, will be required to reimburse the District for any District paid benefits during the Summer break. For unit members who are laid off due to lack of work or lack of funds, the District will continue the benefits for a period of two (2) months on the same pro-rata basis as when in "paid employment status."

13.2.4 Change in marital status and/or eligible dependents shall be reported to the Human Resources Office no later than 30 days following the event.

13.2.5 The District agrees to provide for payroll deductions for employee costs for State Disability Insurance. The District will not participate in funding for this insurance. State Disability Insurance (SDI) is to be integrated with sick leave.

13.2.6 Employee/Employer Health Benefit Programs Advisory Committee will hold regular scheduled meetings as agendized by the Advisory Committee for the purpose outlined herein.

13.2.6.1 The purpose of the Employee/Employer Health Benefit Programs Advisory Committee shall be to:

- A. Monitor the implementation of health benefit programs.
- B. Assess the employees' satisfaction with existing health benefit programs.
- C. Review existing, as well as other possible health benefit programs options.
- D. As required, Committee representatives will provide information and/or recommendations to their employee organizations for consideration during their scheduled negotiations or meet-and-confer process.

13.3 Retirement Incentive Program

Upon request, the District will allow a unit member to retire early and continue to participate in the District health-benefit programs subject to review and approval by the Board pursuant to the following regulations:

- A. The unit member must have reached the age of 55 prior to retirement.
- B. The unit member must have been employed in the District in a position of four (4) hours or more in a classified position for at least fifteen (15) years.
- C. The unit member must have retired from the District and be a participant in the Public Employees Retirement System.
- D. The unit member must have been enrolled in the benefit program for the year immediately prior to retirement.
- E. The District will contribute a portion of the dollar amount being paid at the

time of retirement toward the individual unit member's health benefit premiums in accordance with the following schedule:

Ages 55-64- 100%

Age 65-No benefits

The contribution paid by the District at the time of retirement shall remain constant thereafter until the unit member becomes eligible for Medicare, secures employment elsewhere where insurance coverage is provided, reaches age 65, or upon the death of the employee, whichever occurs first. At that time, the District contribution toward health benefits shall cease.

ARTICLE 14: PAY & ALLOWANCES

14.1 Regular Rate of Pay

For 2024-2025: Retroactive to July 1, 2024 (including any overtime earned during this period), the CSEA classified salary schedule shall be increased by 2.7% for all unit members in paid status as of the date of ratification.

For 2025-2026: If the certificated bargaining unit receives an increase in compensation, the classified salary schedule shall be increased by the same amount, plus 2.45%. The additional 2.45% increase shall not result in a corresponding increase to the District's contributions to CSEA benefits. Should the certificated increase take a form other than a percentage, the increase, inclusive of any increases to stipends, shall be converted to a percentage of prior year certificated bargaining unit pay before the addition of 2.45%. Any such increase shall be memorialized in a written agreement with CSEA and increases in pay shall only apply to unit members in paid status as of the date of ratification of that agreement. "Compensation" as used here does not refer to any increases in benefits to the certificated bargaining unit for the 2025-2026 school year.

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided in Appendix B, which is attached hereto and by reference incorporated as part of this Agreement. Unit members shall advance on the salary schedule under the following conditions:

14.1.1 In establishing the initial placement on the salary schedule, new employees shall be

placed at Step 1 on the salary schedule. Upon completion of six (6) months of employment, recognition may be given for previous experience in a comparable position on the basis of two (2) years of full time experience for one (1) step advancement to a maximum of Step 3. Written verification prior to six (6) months of employment of experience from the previous employer shall be required, and the employee shall be responsible for providing the District with this verification. The immediate supervisor shall make a recommendation for advanced placement based on observation of employee's performance. The recommendation is subject to approval by the Superintendent or designee.

14.1.2 Unit members shall advance on the salary schedule under the following conditions:

A. Completion of one (1) full year of service with the effective date of such movement to be the anniversary date. Anniversary date is defined as the first day of service. When the first day of service is prior to the 16th day of the month, the appointment shall be considered effective the first day of that month; appointments made after the 15th day of the month shall be considered effective the first day of the following month. There will be no retroactive adjustments.

B. ~~A successful performance evaluation. Shift differential and/or longevity increment shall be part of the regular pay.~~

14.2 Service Recognition

Upon completion of nine (9) years of employment with the District, a unit member shall receive a five (5) percent increase in the unit member's regular salary. Additional five (5) percent increases shall be granted upon the completion of fourteen (14) years of service, nineteen (19) years of service, twenty-two (22) years of service, twenty-five (25) years of service, twenty-seven (27) years of service, thirty (30) years of service, and thirty-two (32) years of service. Service recognition increases shall be effective on the unit member's anniversary date and shall not be affected by changes in classification, if any.

14.3 Payroll Errors

Any confirmed payroll error resulting in insufficient payment for a unit member shall be corrected,

and a supplemental check issued no later than five (5) working days after the unit member provides notice to the Payroll Office. Overpayments shall be reported to the Payroll Office immediately **and shall be handled according to California Education Code Section 44042.5.**

14.4 Lost Checks

When any paycheck for a unit member is lost, mutilated, or not received within five (5) days of mailing, if mailed, the District shall, following the unit member's request of the Payroll Office, immediately initiate a request for replacement at the same time as a stop-payment notice is issued.

14.5 Promotion

A unit member who receives a promotion to a class allocated to a higher salary range shall be placed on the step of the salary range that is next above the rate the unit member received in the previous class. An additional one-step advancement will be granted upon the successful completion of a six (6) month probationary period and at one-year intervals thereafter until the maximum step advancement is achieved.

14.5.1 If the unit member has already attained the maximum step and is recommended for a step advancement, the unit member shall be given a one-time bonus equal to five (5) percent of the unit member's annual salary computed at the current monthly rate.

14.6 Mileage

With prior approval, mileage shall be paid as authorized by the supervisor for any unit member required to use **their** vehicle on District business. The reimbursement shall be at the Internal Revenue Service (IRS) authorized reimbursement rate. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business.

14.7 Meals

Any unit member who, as a result of work assignment, has prior authorization to have meals away from the District shall at the earliest possible date be reimbursed at the prevailing District rate for the cost of the meal.

14.8 Lodging

Any unit member who, as a result of a work assignment, has prior authorization to be lodged away

from home overnight shall be reimbursed by the District for the full cost of such lodging. Lodging shall be paid only as authorized by the supervisor. The claim must be signed by the supervisor and submitted with receipts at the earliest possible date. Where possible, the District shall provide advance funds to the unit member for such lodging.

14.9 Working Out of Classification

If a unit member is required by management to work outside of the employee's classification and to perform all required duties of a higher classification for a period of at least one-half (1/2) of the employee's work day who they are replacing, the salary of the unit member shall be adjusted for those hours. A unit member performing the duties of a higher classification shall:

- a. be placed on Step 1 of the higher classification,
- b. receive a two (2) step increase on **their** present range, or
- c. receive **their** current rate of pay plus ten (10) percent, whichever is greater.

14.9.1 A unit member working in a position which has an equal or lower salary range shall receive no salary adjustment.

14.10 Translating

Level 1: Unit members whose job description do not otherwise require bilingual oral conversation skills and who provide translation at the request of an administrator/supervisor shall be paid an additional ~~\$500~~ 1,000 stipend annually. A conversation-based assessment must be taken and passed to qualify. All unit members who qualify for Level 1 stipend shall attend an annual meeting regarding translation support.

Level 2: Unit members whose job description do not otherwise require bilingual oral conversation, reading, and written skills and who provide translation at the request of an administrator/supervisor shall be paid an additional ~~\$1000~~ 2,000 stipend annually. A conversational, reading, and written assessment must be taken and passed regarding translation support.

Unit members who qualify and receive the annual stipend for Level 1 or Level 2 may opt out at the end of each calendar year. The stipend will be paid on a monthly basis

ARTICLE 16: LAYOFF, REEMPLOYMENT, AND CONTRACTING OUT BARGAINING UNIT WORK

- 16.1 A layoff or reduction in hours shall occur only for lack of work or lack of funds and shall be accomplished according to Education Code requirements.
- 16.1.1 When the District is considering a reduction in hours, the District shall notify CSEA and negotiate both the decision to reduce hours and the effects of the reduction in hours prior to implementation.
- 16.1.2 ~~A unit member who is to be laid off shall receive 60 days written notice subject to the exception provided in Education Code section 45117.~~ **Procedures for layoff notice and rights to a hearing are set forth in Education Code 45117.**
- 16.1.3 **The District will provide CSEA with a preliminary list of layoffs with sufficient notice to verify seniority dates and review bumping progressions in order to meet all legally mandated notification timelines.**
- 16.2 Upon request, the district will meet and negotiate with the Association regarding any impact that a layoff pursuant to the Education Code may have upon mandatory subjects of meeting and negotiating. Specifically excluded from this requirement shall be the decision itself to layoff and any of the procedural or substantive requirements set forth in the Education and Government Codes.
- 16.3 Under certain conditions set out in the Education Code, a unit member may have the right to displace or “bump” an employee with less seniority.
- 16.4 In appropriate situations, a unit member may take a voluntary demotion or reduction in hours in lieu of layoff. Such reduction in hours shall be done according to Education Code requirements.
- 16.5 Reemployment rights shall be provided according to the Education Code.
- 16.6 A unit member may elect retirement in lieu of layoff. Such retirement and reemployment from such retirement shall be accomplished according to the Education Code.
- 16.7 The District shall maintain a classified Order of Employment indicating each bargaining unit member’s length of service in the District. Upon request, the Association shall be given a copy of the Order of Employment.
- 16.8 Before executing a contract for services which have been routinely performed by members of the bargaining unit and which will result in a layoff, reduction of assigned hours, transfer, or reassignment of unit members, the District shall provide the Association with at least ten days’ notice and an opportunity to negotiate the effects of the proposed contract for services on the

mandatory subjects of bargaining. See Education Code Section 45103.1.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Concerted Activities

17.1.1 The District and the Association agree that there will be no strike, lockout, work- stoppage, slowdown, withholding of services in whole or in part, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement.

17.1.2 The Association and the District recognize the duty and obligation of their representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work-stoppage, slow-down, withholding of services in whole or in part, or other interference with the operations of the District by employee's part, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such action.

17.2 Completion of Negotiations

Except as mutually agreed by the parties and except as set forth in Article 13 herein, during the term of this Agreement, the Association and District expressly waive and relinquish the right to meet and negotiate and agree that the parties 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, even though such subject or matter may not have been within the knowledge or contemplation of either or both the parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

17.3 Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. However; no provisions herein this Agreement shall be construed to result in an illegal discriminatory act based on any Federal or State statute. If any part of this contract is deemed invalid in accordance with this section, the District and CSEA shall promptly meet and negotiate in good faith concerning the section or sections

determined to be invalid.

17.4 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement. In cases of conflict, this Agreement shall be read to prevail over existing policies and practices of the District; but, in the absence of specific provisions in this Agreement, such policies and practices are discretionary with the District.

17.5 Duration

This Agreement shall begin ~~November 1, 2021~~ **July 1, 2024** and continue until ~~October 31, 2024~~ **June 30, 2027** and shall continue thereafter until agreement is reached on a successor document.

Except as set forth in Section 17.6 below, any request by the Association to modify the Agreement shall be submitted in writing to the District within one hundred fifty (150) calendar days prior to termination date as set forth above. The District will cause the public notice provisions of law to be fulfilled so that negotiations may commence within thirty (30) calendar days of receipt of the specific written proposals from the Association.

17.6 Reopening Negotiations

The parties agree to reopen negotiations as follows:

~~2021-2022: Article 13 Compensation~~

~~2022-2023: Article 13 Compensation~~

~~2023-2024: Successor~~

Reopener: After the May revise (2025), either party may request to reopen negotiations for the limited purpose of exploring equitable restructuring or compression of the classified salary schedule.

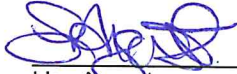
July 1, 2026-2027: Successor

17.7 Any additions to or modifications to this Agreement shall not become effective unless such agreements are reduced to writing and properly approved and signed by both parties.

For Santa Rosa City School:



Dr. Wicki Zands, Date
Assistant Superintendent, Human Resources



Lisa August, Date
Associate Superintendent, Business Services

For CSEA 75:



Mary Lehman, Union President Date
2/6/25



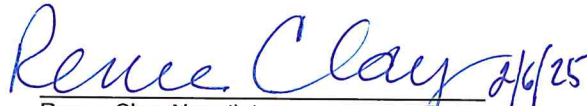
Tammy Affonso, Chief Negotiator Date
2/6/25




Jason Andrews, Negotiator Date
2/6/25



Linda Zabala, Negotiator Date
2/6/25



Renee Clay, Negotiator Date
2/6/25



Keith Pulliam, Negotiator Date
2/6/25



Karen Wagner, Negotiator Date
2/6/25



Jeremy Arnold, Labor Relations Rep Date
2/6/25