

COLLECTIVE BARGAINING CONTRACT

*Effective
July 1, 2013 through June 30, 2015*

ELK GROVE UNIFIED SCHOOL DISTRICT

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ARTICLE 1

AGREEMENT

- 1.1 The articles and provisions contained in this agreement constitute a bilateral and binding contract by and between the Governing Board of the Elk Grove Unified School District ("District") and the Psychologists' and Social Workers' Association ("Association"). This contract is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

ARTICLE 2

RECOGNITION

- 2.1 The Board recognizes the Association as the sole and exclusive representative and bargaining agent for all members within its jurisdiction as defined below in paragraph number three.
- 2.2 The Board agrees that discussion with any other bargaining agent concerning agreements being negotiated between the Association and the Board is a direct violation of this agreement.
- 2.3 For the purpose of applying these agreements, the term "employee(s)" refers to certificated personnel employed by the Board in Human Resources as described in Sections 33150(e) and 44046 of the Education Code to include but be limited to the following:
 - 2.3.1 All School Psychologists
 - 2.3.2 All School Social Workers
- 2.4 The bargaining unit shall include all employees within the service of the District with the distinct classification of School Psychologist or School Social Worker. The term "employee(s)" does not refer to Management, Supervisory, Confidential or Classified employees or other non-management/non-supervisory certificated personnel.

ARTICLE 3

NEGOTIATIONS

3.1 NEGOTIATIONS PROCEDURES

- 3.1.1 Negotiations proposals from the Psychologists' and Social Workers' Association for reopeners or a successor agreement shall be submitted any time after March 1st in a given year.
- 3.1.2 Negotiations shall take place at mutually agreeable times and places, provided that meetings shall be held within five days from receipt of a written request.
- 3.1.3 The Board and the Psychologists' and Social Workers' Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 3.1.4 A reasonable number of representatives of the Association shall have the right to receive reasonable periods of released time without loss of compensation when meeting for negotiations and for the processing of grievances.
- 3.1.5 Either party may utilize the services of outside consultants to assist in the negotiations.
- 3.1.6 The provisions of agreements shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designated to implement agreements shall be uniform in application and effect.

3.2 ITEMS TO BE NEGOTIATED ANNUALLY

- 3.2.1 The school calendar shall be negotiated yearly by April 15. The calendar shall include the information listed in Board Policy 6111.

3.3 CONTRACT DISTRIBUTION

- 3.3.1 Within thirty (30) days of ratification of agreements by both parties herein, unless otherwise agreed upon, the District will post the parties' collective bargaining agreement on the District website.

ARTICLE 4

ASSOCIATION/UNIT MEMBER RIGHTS

4.1 ASSOCIATION RIGHTS

- 4.1.1 Names, addresses, and telephone numbers of all District psychologists and social workers shall be provided to the Association no later than October 15 of each school year.
- 4.1.2 The Association's representatives shall be permitted by the District to transact Association business on the premises of the District during working hours; but at no time shall representatives delay any employee at work.
- 4.1.3 The exclusive representative shall have the responsibility to represent all members of the recognized bargaining unit in employment relations with the Board. The Association may establish reasonable provisions for the dismissal of individuals from membership.
- 4.1.4 The Association shall have the right of access at reasonable times to areas in which employees work, the right to use bulletin boards, mail boxes, and other means of communication and office equipment, subject to reasonable regulations, and the right to use district facilities at reasonable times for the purpose of meetings concerned with the rights guaranteed in this agreement.
- 4.1.5 Within a reasonable period of time, the Association shall be provided upon request any information, statistics, and records which the Association may be deemed relevant to negotiations or necessary for the enforcement of this agreement. Information will not be provided in any form other than normally available.

4.2 UNIT MEMBER RIGHTS

- 4.2.1 It is recognized that psychological and social work services are an important support service requiring specialized qualifications, and that the success of the total program depends upon the willing services of well qualified personnel who are reasonably well satisfied with the conditions under which their services are rendered. It is further recognized that psychologists and social workers have the right to join, or to refrain from joining, any organization for their professional or economic improvement and for the advancement of public education, but that membership in any organization shall not be required as a condition of employment as a psychologist or social worker in the District.

4.3 DUES AND PAYROLL DEDUCTIONS

- 4.3.1 The Association shall have the right to have membership dues deducted pursuant to Section 45060 of the Education Code.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 DEFINITIONS

- 5.1.1 A "grievance" is an alleged violation, misinterpretation or misapplication of the express terms of this agreement which directly and adversely affects the grievant. Actions to challenge or change the terms of this agreement shall not be considered a grievance. Matters for which a specific method of review is provided by law or by the terms of this agreement are not within the scope of this procedure.
- 5.1.2 A "grievant" is a member or members of the bargaining unit and/or the Association.
- 5.1.3 A "day" is any day during which the District Office is open for business.
- 5.1.4 A conferee may be an administrator, district staff member, district counsel, certificated employee counsel, or a representative of the recognized certificated employee organization.

5.2 INFORMAL LEVEL

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

5.3 FORMAL LEVEL I—IMMEDIATE SUPERVISOR

- 5.3.1 If informal discussion fails to resolve the grievance to the satisfaction of the grievant, a formal grievance may be initiated in writing no later than ten (10) working days after the last informal discussion.
- 5.3.2 The formal document shall present a clear and concise statement of the grievance, citing specific sections of the agreement allegedly violated, misinterpreted or misapplied, the circumstances involved, and the specific remedy sought. The document shall be signed by the grievant, date and time of presentation affixed thereto and signed as received by the immediate supervisor.
- 5.3.3 Within ten (10) working days after the filing of the formal grievance, the immediate supervisor shall investigate the grievance and render his/her decision in writing to the grievant. Either the grievant or the Superintendent/designee may request a personal conference within the above time limits.

5.4 LEVEL II—DISTRICT LEVEL

- 5.4.1 If the grievant is not satisfied with the decision rendered at Level I, he/she may appeal the decision within ten (10) working days to the Superintendent or his/her designee. The grievant shall file a copy with the Association.
- 5.4.2 The appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason for the appeal.
- 5.4.3 Within ten (10) working days after the appeal is filed, the Superintendent or his/her designee shall investigate the grievance and give his/her decision in writing to the grievant. Either the grievant or the Superintendent/designee may request a personal conference within the above time limits.

5.5 LEVEL III—MEDIATION

- 5.5.1 Within ten (10) working days after receipt of the Superintendent/designee decision, the Association on the behalf of the aggrieved may request in writing that the grievance be submitted to mediation.
- 5.5.2 The Associate Superintendent for Human Resources shall request that the State Mediation and Conciliation Service send a mediator to the District to attempt to resolve the disagreement.
- 5.5.3 Both the District and the Association shall participate in the mediation process in a good faith attempt to resolve the issue.
- 5.5.4 All costs of the mediation process shall be shared by the District and the Association equally.

5.6 LEVEL IV—ADVISORY ARBITRATION

- 5.6.1 Within ten (10) working days after receipt of the Superintendent/designee decision, the aggrieved may request in writing to the Association, the grievance be submitted to advisory arbitration.
- 5.6.2 The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- 5.6.3 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made to the American

Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of said association.

- 5.6.4 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted.

5.7 POWERS AND LIMITATIONS OF THE ARBITRATOR

- 5.7.1 The arbitrator shall consider only those issues which have been properly carried through prior steps of the grievance procedure. The arbitrator shall afford district representatives, and the employee(s) or his/her representatives involved, a reasonable opportunity to present evidence, witnesses and arguments.
- 5.7.2 The jurisdiction of the arbitrator shall be confined to a determination of the facts and the interpretation of the provisions of this agreement.
- 5.7.3 The arbitrator shall have no power to disregard, add to, subtract from, or modify the terms of this agreement or the written policies, rules, regulations, and procedures of the District.
- 5.7.4 The arbitrator shall have no power to establish new salary structures or change any existing salary structure.
- 5.7.5 Decision of the arbitrator shall be advisory.

5.8 GENERAL PROVISIONS

- 5.8.1 At any step in this procedure, excluding the informal level, the grievant may be represented by a conferee of his/her choice.
- 5.8.2 If District fails to respond to a grievance within the time limits specified for that level, grievant shall have the right to appeal to the next level.
- 5.8.3 Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits may be shortened or extended by written stipulation of both parties.
- 5.8.4 Grievants shall have the right to a conference with the appropriate administrator, upon request, at each level. The failure to request a conference shall not affect the position of the grievant, the status of the grievances, or the decision rendered.
- 5.8.5 An employee who wishes to have a grievance heard under this procedure shall initiate action within twenty (20) working days from the time he/she had knowledge or should have had knowledge of the act or omission giving rise to the grievance.

- 5.8.6 Grievances involving an administrator above the building level may be initiated at Level II.
- 5.8.7 Reasonable release time to attend conferences as described in section 5.8.4 above and arbitration hearing shall be granted to a grievant and/or conferee.
- 5.8.8 All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- 5.8.9 All parties to the grievance will make available to other parties involved appropriate information not privileged under the law in its possession or control which is relevant to the issues raised by the grievance.
- 5.8.10 A grievance must be initiated prior to the termination date of the contract.
- 5.8.11 All costs for the services of the arbitration shall be borne equally by the District and the Association. Costs by individual parties shall be borne by the party.
- 5.8.12 The District shall have the right to grieve according to this procedure.

ARTICLE 6

HOURS AND WORK YEAR

6.1 WORK DAY

- 6.1.1 Work day shall consist of 450 minutes as determined in consultation with school principals and the Director of Student Support and Health Services.
- 6.1.2 Work day shall include a duty free lunch break to provide a minimum of 30 minutes excluding travel time to another school.
- 6.1.3 Psychologists and social workers shall attend faculty meetings when requested by the principal. Psychologists will not be required to attend more than a total of two faculty meetings in any month for an entire assignment.
- 6.1.4 Assigned work week shall not exceed 39 hours in all areas of assigned responsibility. Hours in excess of defined work week may be taken in compensatory time with the approval of the Director of Student Support and Health Services.

6.2 WORK YEAR

- 6.2.1 The work year for social workers shall be 192 days and for psychologists it shall be 195 days. Work year for year round shall not exceed 220 days.
- 6.2.2 As for staffing needs, PSWA has persuasively set out the facts which support the expansion of their responsibilities, and the District has agreed to restore the funding for an extended work year without the requirement for “rainbowing.”

6.3 JOB DESCRIPTIONS

- 6.3.1 Job descriptions for psychologists and social workers are posted on the District website.

6.4 HIRING RATIOS

- 6.4.1 The hiring of psychologists and social workers shall be in accordance with the budgetary guidelines of the District.
- 6.4.2 In future years, PSWA has requested that budget guidelines be updated so that psychologist growth matches that of the District student populations.
- 6.4.3 The District shall consult with the Association prior to changing those guidelines.

ARTICLE 7

WORKING CONDITIONS

7.1 WORK FACILITIES

- 7.1.1 The District will provide working facilities in each school with adequate lighting, desk, chairs, and will provide a private telephone and a lockable file cabinet for the secure storage of confidential records and materials to ensure the maximizing of conditions necessary to obtain valid assessment results.
- 7.1.2 Psychologists and/or Social Workers assigned to a school site will be provided with a private office and a private telephone on regular days of assignment.
- 7.1.3 Adequate office space will be provided in the District Office with access to a private telephone, a desk with lockable drawer, chairs, suitable storage space for materials and a lockable file for confidential records.
- 7.1.4 PSWA has articulated an ongoing need for private, reliably available space at school sites to perform their work. A system shall be added to the contract which sets out a procedure whereby a psychologist can seek appropriate work space.
- 7.1.5 In the event a psychologist is unable to secure appropriate work space on a school site, the psychologist should first bring the problem to the attention of the principal and cooperatively seek a resolution.
- 7.1.6 If an acceptable resolution cannot be reached, the psychologist may involve his or her immediate supervisor with the principal to see if additional options can be developed. Should no space become available at that site, the immediate supervisor may authorize the psychologist to work off site to complete his or her responsibilities.
- 7.1.7 If no resolution is reached, there will be a meeting convened within 10 days with the Director, Student Support and Health Services, and the principal to see if additional options can be developed.
- 7.1.8 The District and PSWA realize that the best solution to this problem is adequate space in our schools for support functions. The District agrees to continue to incorporate the input of psychologists into the design of school sites and the soon to be expanded District office to better serve their specific space needs.

7.2 SUBSTITUTES

- 7.2.1 When determined necessary by the site administrator and approved by the program manager, a substitute will be hired for psychologists when they are absent for more than five (5) consecutive working days.

7.3 ASSIGNMENT & WORKLOAD

- 7.3.1 Assignments and workload distribution shall be made in accordance with District administrative regulations.
- 7.3.2 The District shall consult with the Association prior to changing those regulations.
- 7.3.3 The District may elect to create year round psychologist and social worker positions. If those positions are created, the staff assigned to the impacted schools will have first option for the positions. Staff hired prior to September 1, 1987, will have second priority in accord with the selection criteria. If no existing staff indicates an interest in the position, the District will fill the situation from new employees (i.e. "new employee" to refer to those unit members hired on or after September 1, 1987).

7.4 WORKING CONDITIONS

- 7.4.1 The District and PSWA agree to set up a schedule for the replacement of equipment (computers and the provision of testing supplies for psychologists). The funding for the schedule will be provided through the normal mechanism for capital expenditures. (Any additional funds required are specifically contingent upon Cabinet and the program budget manger's approval.)
- 7.4.2 There shall be an annual allocation for each psychologist FTE of \$2000 for test supplies and \$50 for office supplies. The sum total of \$3000 will be allocated, one time, to each new psychologist for new hire start-up costs to provide test materials. In addition, a laptop computer, and a printer will be provided.

ARTICLE 8

TRANSFER

8.1 ADVERTISEMENT OF VACANCIES

- 8.1.1 When a vacancy occurs, an announcement of the vacancy shall be made first within the District. The announcement will be posted in each school no fewer than ten (10) days prior to the filing deadline. The announcement will include all relevant information regarding the vacancy.
- 8.1.2 Such information to include: location of the vacancy; description of the vacancy (grade level/subject matter/co-curricular assignments); credential and experience requirements; starting date; application deadline; interim of permanent nature of vacancy.

8.2 VOLUNTARY TRANSFERS

- 8.2.1 Psychologists or social workers may request transfer to or out of a school assignment for the following school year by the following procedure: Psychologists will submit a written statement to the Director of Student Support and Health Services and to the Lead Psychologist. Social Workers will submit a written request to their immediate supervisor.
- 8.2.2 In a situation where two or more Psychologists request the same school or specialty assignment, the Director of Student Support and Health Services, in consultation with the Lead Psychologist and the site principal, will make the final decision. In a situation where two or more Social Workers request the same site or specialty assignment, their immediate supervisor in consultation with all pertinent parties will make the final decision.
- 8.2.3 When a vacancy occurs during a school year, such a vacancy will be filled on an interim basis for the remainder of the school year. If the position becomes permanent for the following year, a vacancy announcement shall be advertised as provided in section 9.1.
- 8.2.4 Transfer requests will be considered in terms of two criteria:
 - 8.2.4.1 Qualifications of the applicant for the vacancy in terms of credential(s), experience, competency, interest, commitment, and affirmative action hiring goals.
 - 8.2.4.2 When all other relevant criteria are equal, district-wide seniority.

- 8.2.5 No employee shall be overtly or covertly pressured to seek a transfer.
- 8.2.6 When a transfer request does not result in a transfer, the Psychologist shall be provided with a written description of the specific reason(s) within ten (10) days of the receipt of the request by the Director of Student Support and Health Services. When a transfer request does not result in a transfer, the Social Worker shall be provided with a written description of the specific reason(s) within (10) days of the receipt of request by their immediate supervisor.

8.3 INVOLUNTARY TRANSFERS

- 8.3.1 The District has the right to transfer employees from one position to another for the purpose of "insuring the best possible fit." (See policy.) Such transfers shall be for the purpose of meeting the task-related needs of the District and shall not be punitive or disciplinary in purpose.
- 8.3.2 When multiple vacancies occur for which there are no qualified voluntary applicants, all such vacancies shall be listed and provided to employees who are being considered for transfer. Such employees shall have the right to indicate preferences from that list; such preferences shall be considered as provided in section 9.2.4.
- 8.3.3 When no qualified personnel volunteers for such assignment are available and a school site must reduce its staff, the District shall transfer from the qualified employees on the staff the employee with least district seniority.
- 8.3.4 When employees are transferred under this section, they shall be given the reasons for such transfers in writing.

8.4 STAFFING A NEW SCHOOL, TRANSFERS TO

- 8.4.1 In determining which currently employed staff will be transferred to staff a new school, the overriding considerations will be to establish and/or maintain:
 - 8.4.1.1 Total staffs in each school whose competencies, credentials, and extra-curricular expertise fit the needs of the student population.
 - 8.4.1.2 Total staffs in each school which reflect to the extent possible appropriate balance in age, experience, sex, and ethnic characteristics.
- 8.4.2 Within the limits prescribed above, every attempt will be made to take psychologist and social worker preferences for assignment and school location into account; when all other criteria are equal, psychologist and social worker preference and seniority within the District shall be the determining factor.

- 8.4.3 In each such situation, the process will begin with distribution to each school a listing of all probable positions and request for transfer forms for employee's use.
- 8.4.4 Every effort will be made to keep interested employees informed of staffing decisions as they are finalized.

ARTICLE 9

PERSONNEL RECORDS

9.1 CONTENT

9.1.1 Personnel records shall be kept on all current employees and shall include the following:

9.1.1.1 Certification status

9.1.1.2 Evaluations

9.1.1.3 Changes of status

9.1.1.4 Other related materials

9.1.1.5 A separate folder containing each employee's salary information shall be retained in the payroll department.

9.1.1.6 A file shall be kept of the records of all resigned and retired employees.

9.1.2 An employee of the District shall have the right to review the contents of his/her own personnel files maintained in the District's Human Resources department or the office of the principal. A designated employee organization representative may, at the certificated employee's request, accompany him/her in this review.

9.1.3 A certificated employee shall be provided a copy of all material before it is placed in his/her personnel file. He/she shall also be given an opportunity to initial and date the material and to prepare a written response to such materials within ten (10) working days of receipt of the materials. The person or persons who draft and/or place material in a certificated employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file. The written response shall be attached to the material.

9.1.4 Any negative comment regarding certificated employee performance shall be placed in the certificated employee's file on or before the evaluation following the incident giving rise to the comment.

9.2 ACCESS

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

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

9.3 RETIRED EMPLOYEES

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

ARTICLE 10

EVALUATION

- 10.1 Evaluations of employees shall be conducted according to the provisions of this article and according to any applicable law of the State Education Code.
- 10.2 Evaluations of psychologists shall be conducted by the Director of Student Support and Health Services. Evaluations of social workers shall be conducted by their immediate supervisor. The person designated to evaluate may be changed by mutual agreement of the employee and the immediate supervisor.
- 10.3 Probationary and permanent employees shall be evaluated in accordance with the District evaluation schedule. Within six weeks of the beginning of the employee's work year, the employee and the immediate supervisor shall meet to establish mutually acceptable goals and objectives upon which the evaluation will be made. At any time during the evaluation period, goals and objectives may be modified by mutual consent if circumstances deem it necessary. Written evaluations and assessments shall be transmitted to the employee not later than thirty (30) days before the last school day on the school calendar in which it takes place. A written assessment of probationary personnel shall be made at least once each school year and at least once every other year for personnel with permanent status, and at least every five (5) years for personnel with permanent status who have been employed at least ten (10) years with the school district, and whose previous evaluations rated the employee as meeting or exceeding standards, if the evaluator and employee agree. The employee or the evaluator may withdraw consent at any time.
- 10.4 If any employee feels that his supervisor has been arbitrary, capricious, or in any way discriminatory, the employee has a right to request the Superintendent to assign another evaluator. The second evaluator must be agreed upon by both the supervisor and the employee. This second evaluator will conduct a second evaluation.
- 10.5 Evaluations shall be composed principally of interviews and direct observation by the immediate supervisor. Consideration may be given to primary source information of site administrators when appropriate. Site administrators should share their concerns directly with the psychologist or social worker prior to reporting those concerns to the immediate supervisor for inclusion in summary evaluation reports.
- 10.6 Any and all evaluations of an employee shall be signed and dated by the evaluator and shall be signed by the employee. The signature of the employee shall not be taken to mean that he/she agrees with said evaluation; but rather, shall mean that the employee has had an opportunity to read the evaluation.

- 10.7 For any area found to be deficient, an evaluation report shall be attached which lists the recommendations of improvement. Such recommendations may include: special in-service training assistance for district resources, observations of other school psychologists/social workers, or other specific recommendations by the evaluator as may be necessary.
- 10.8 Employees shall have the right, within 15 working days of the signing of the evaluation, to submit a formal written statement regarding items found in any evaluation. This statement, if any, shall be attached to the appropriate evaluation.

ARTICLE 11

DISTRICT RIGHTS

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

- transportation, food services, racial and ethnic balance, extracurricular and co-curricular activities and emergency situations with respect to such matters;
- 11.1.7 The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; equal employment policies and programs; the assignment of unit members to any location and also to any facilities, classroom, functions, activities, academic subject matter, grade levels, departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening;
- 11.1.8 The job classification and the content and qualifications thereof;
- 11.1.9 The duties and standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards;
- 11.1.10 The dates, times and hours of operation District facilities, functions and activities;
- 11.1.11 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters;
- 11.1.12 The rules, regulations and policies for all unit members, students and public;
- 11.1.13 The retirement of unit members for age or disability; and
- 11.1.14 The termination or layoff of unit members, consistent with law, as a result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
- 11.2 All other rights of management not expressly limited by the clear and explicit language of the Agreement are also expressly reserved to the District.
- 11.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
- 11.4 The District retains its rights to temporarily amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.
- 11.5 An emergency for the purposes of this Article shall be an act of God, or natural disaster such as, but not limited to earthquakes, floods, severe fires, major attack, plague or a financial situation equivalent to one or all of the examples above.

- 11.6 In addition, the declaration of an emergency which temporarily amends, modifies or rescinds rights guaranteed under this Agreement shall be subject to judicial review.
- 11.7 The explicit language of the other Articles of this Agreement shall take precedence over this Article in any dispute between the parties as to the violation, implementation or interpretation of this Agreement.
- 11.8 Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the reserved rights of the District is only subject to the grievance provisions set forth in Article 5. However, this provision does not prevent the grievability of shared rights if found in the other language in the Articles of this Agreement.

ARTICLE 12

UNIT MEMBER SAFETY

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

ARTICLE 13

LEAVES

13.1 DEFINITIONS

- 13.1.1 Paid leave is a leave in which a unit member receives his/her full salary. Unit members on paid leave will receive, during his/her absence, the benefits included in Article 16.
- 13.1.2 Partially paid leave is a leave in which a unit member receives part of his/her full salary. Unit members on partially paid leave will receive, during his/her absence, the benefits included in Article 16.
- 13.1.3 Unpaid leave is a leave in which a unit member receives no salary. A unit member on unpaid leave may participate at his/her own expense in the benefits included in Article 16.
- 13.1.4 Immediate family shall mean the mother, father, husband, wife, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchildren, foster parents, or any relative living in the immediate household of the employee.

13.2 GENERAL PROVISIONS

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

13.3 SICK LEAVE

- 13.3.1 Full-time unit members shall be entitled to leave of absence for illness, accident, quarantine, or injury at full pay at the rate of one (1) day per working month. In no case shall the amount be less than ten (10) days for full-time ten (10) month employees, available on the first day of the fiscal or school year, whichever is applicable. Any unused portion of the earned annual sick leave shall be accumulated without limit and transferable from district to district.
- 13.3.2 Part-time unit members under contract shall be entitled to sick leave in the ratio that their service bears to full-time service.
- 13.3.3 A unit member who resigns and is re-employed within thirty-nine (39) months shall have reinstated all unused sick leave credit existing at the time of resignation.
- 13.3.4 While on paid or unpaid leave of absence, a unit member shall maintain, but not add to, any sick leave credit accumulated prior to such leave.

13.4 EXTENDED ILLNESS LEAVE

- 13.4.1 A partially paid leave shall be granted, after all earned sick leave days at full pay have been used and additional absence from his/her duties due to illness or accident is necessary for a period of five (5) school months or less, whether or not the absence rises out of or in the course of the employment of the unit member.

13.5 PERSONAL NECESSITY LEAVE

- 13.5.1 Up to ten (10) days of leave of absence for illness or injury may be used for personal necessity.
- 13.5.2 Advance permission shall not be required for any of the following purposes: (1) Death or serious illness of a member of his or her immediate family. (2) Accident, involving his or her person or property, or the person or property of a member of his or her immediate family. (3) The birth or adoption of his/her child. (4) Death involving close friends or relatives other than immediate family. (5) Accident involving relatives other than members of the immediate family. (6) Illness involving relatives other than members of the immediate family. (7) Attendance at religious observances, weddings, or observances honoring a unit member or members of employee unit member's immediate family. (8) Attending to legal or business matters of compelling personal importance which cannot be attended outside the workday. (9) Unexpected personal or family situations which require immediate attention. (10) Appearance in court as a litigant.

13.5.3 The days may not be taken to vacation, to extend holidays, nor to engage in concerted activities. The days are sick leave days and are not in addition to the current contribution of ten (10) days annually.

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

13.6 LONG TERM LEAVE

Unpaid long-term leaves for personal reasons, in excess of ten (10) days, may be granted.

13.7 BEREAVEMENT LEAVE

Unit members shall be granted three (3) days paid leave of absence on account of death or any member of his/her immediate family and five (5) days if out-of-state travel is required. Prior approval is not required.

13.8 IMMINENCE OF DEATH LEAVE

13.8.1 A partially paid leave not to exceed fifteen (15) days may be granted for a doctor certified critical or terminal illness of a member of the immediate family.

13.8.2 The cost of a substitute will be deducted from the employee's salary warrant.

13.9 JURY AND LEGAL/LEGISLATIVE LEAVE

13.9.1 A unit member shall be entitled to as many days of paid leave as are necessary for appearance on jury duty.

13.9.2 A unit member shall be entitled to as many days paid leave as are necessary for appearance in any job-related legal proceeding.

13.9.3 A unit member elected to a public office may be granted an unpaid leave of absence for his/her term or terms of office.

13.10 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

- 13.10.1 Pursuant to the provisions of California Education Code Section 44984, a unit member who has been continuously employed in the Elk Grove Unified School District shall be provided a partially paid leave of absence for industrial accident or illness under the following rules and regulations:
- 13.10.2 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by the State Compensation Insurance Fund.
- 13.10.3 Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but may not exceed sixty (60) working days in any one (1) year.
- 13.10.4 Allowable leave shall not be accumulated from year to year.
- 13.10.5 The leave under these rules and regulations shall commence on the first day of the absence.
- 13.10.6 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- 13.10.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.10.8 When a person is absent from his/her duties on account of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs, as when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary. During any paid leave of absence, the employee shall endorse to the district the temporary disability indemnity check received on account of his/her industrial accident or illness. The district, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 13.10.9 The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming an employee of the district.
- 13.10.10 Any employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
- 13.10.11 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided for sick leave (Education Code Sections 44977, 44978, 44983) and his/her absence for such purpose.

13.11 PREGNANCY DISABILITY LEAVE

- 13.11.1 A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to the Human Resources Department which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use his/her sick leave for the above.
- 13.11.2 A unit member shall receive an unpaid leave for pregnancy, miscarriage or recovery therefrom, provided such leave shall not exceed one (1) calendar year.
- 13.11.3 Request for the above leaves shall be submitted to the Human Resources Department at least four (4) weeks prior to the anticipated date on which the leave is to commence.

13.12 PARENTAL LEAVE

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

13.13 CHILD REARING

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

13.14 Foreign Educational Employment Leave

- 13.14.1 Unit members may be granted an unpaid leave for not less than one (1) full school year nor more than three (3) years for the purpose of accepting full-time foreign educational employment or Peace Corps employment. Request for such leave shall be submitted by April 15 of any year.
- 13.14.2 Upon commencement of leave, the unit member will be transferred to an unassigned status.
- 13.14.3 Year-for-year salary schedule credit will be granted for experience gained while on leave if it is verified to be primarily in a job classification similar to that which the unit member returns.

13.15 SABBATICAL LEAVE

- 13.15.1 A screening committee shall be established to: (1) determine the relative qualifications of those requesting leave; (2) establish the long-range utility to the instructional or pupil services program of the applicants leave plans.
- 13.15.2 Provisions shall be made for one-half pay based on the current salary of the applicant.
- 13.15.3 Adequate assurance shall be provided that the applicant will return to active duty in the school district for a minimum of two (2) years.
- 13.15.4 Annual review shall be made by the Superintendent, the Board and Psychologists and Social Workers President or his/her appointee in December of the number of leaves to be granted.

13.16 Association Leave

- 13.16.1 The district will release from his/her psychologist/social worker duties, a PSWA member, for a period of not more than one (1) school year. During this time, the Association will pay to the district the full cost of the temporary employee replacing the PSWA member.
- 13.16.2 The Association shall have a total of twenty (20) days of leave for association representatives to utilize for local, state or national conferences for conducting the business pertinent to organizational affairs. The cost of the substitute shall be borne by the Association. These representatives shall be excused from their respective psychologist/social worker duties upon two (2) days advance notification to the Superintendent or designee by the Association's President.

13.17 CATASTROPHIC LEAVE

- 13.17.1 The District shall have the responsibility of maintaining the records of the applicable Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants.
- 13.17.2 Days in the Catastrophic Leave Bank shall continue from year to year unless otherwise terminated in accordance with Article 13.17.17.
- 13.17.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank Participant.
- 13.17.4 The Catastrophic Leave Bank shall be administered by the District in accordance with the following criteria:

- a. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.
 - b. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
 - c. Eligible leave credits may be donated to an employee for catastrophic illness or injury if all of the following requirements are met:
 - (1) The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.
 - (2) The District determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
 - (3) The employee has exhausted all accrued paid leave credits.
 - d. If the transfer of eligible leave credits is approved by the District, any employee may, upon written notice to the District, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter.
 - (1) The maximum amount of time that donated leave credits may be used for, but not to exceed use for a maximum period of 12 consecutive months.
 - (2) The verification of a catastrophic injury or illness required pursuant to paragraph (a) of subdivision Article 13.17.4
 - (3) Making all transfers of eligible leave credit irrevocable.
 - e. An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
- 13.17.5 All unit members on active duty with the District are eligible to contribute to the Catastrophic Bank if they have accrued a minimum of ten days sick leave.
- 13.17.6 Participating is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 13.17.7 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the next designated open enrollment period of the

- Sick Leave Bank. Open enrollment period will be between July 1 and October 1 of each school year.
- 13.17.8 The contribution, on the appropriate form, will be authorized by the Unit Member and continued from year to year until canceled by the Unit Member.
- 13.17.9 Cancellation occurs automatically whenever a Unit Member fails to make his/her annual contribution or assessment. Cancellation, on the proper form, may be effected at any time and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Unit Member effects cancellation.
- 13.17.10 Contribution shall be made between July 1 and October 1 of each school year. Unit members returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new Unit Members and those Unit Members returning from leave.
- 13.17.11 The annual rate of contribution by each participating Unit Member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Education Code 44043.5.
- 13.17.12 An additional day of contribution will be required of participants if the number of days in the Bank falls below 1000. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the Catastrophic Leave Bank.
- 13.17.13 If the number of days in the Bank at the beginning of a school year exceeds 1,000, no contribution shall be required of returning Unit Members. Those Unit Members joining the Catastrophic Leave Bank, for the first time and those returning from leave, shall be required to contribute one (1) day to the Bank.
- 13.17.14 Unit Members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.
- 13.17.15 Withdrawals shall become effective immediately upon the exhaustion of sick leave.
- 13.17.16 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to provide days and is under no obligation to pay the participant any funds whatsoever. If the District denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- 13.17.17 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Catastrophic Leave Bank shall be returned to the current members of the Bank proportionately.

13.18 FAMILY AND MEDICAL LEAVE

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

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

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

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

- 13.18.3 ELIGIBLE PURPOSES: Leaves for any of the following purposes qualify for *Family Medical Leave*.

1. The birth of a child of an employee, and to care for a newborn;
2. The placement of a child with an employee in connection with adoption or foster care of a child by an employee;
3. Leave to care for a child, parent, or spouse who has a serious health condition; or
4. Leave because of serious health condition that makes the employee unable to perform the essential functions of his/her position. Both father and mother may take leave for the birth, or placement for adoption or foster care, of a child. In addition, an expectant mother may be entitled to leave prior to the birth of a child for prenatal care purposes if her condition makes her unable to work. Circumstances may also require leave prior to the actual placement of a child for adoption or foster care. For example, to attend counseling session, appear in court or consult with his/her attorney in connection with the placement of a child.

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

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

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

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

"Continuing treatments" include:

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

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

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

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

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

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

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

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

If an employee is unable to return to work because of the continuation, recurrence or onset of a serious health condition, the employee shall provide medical certification of such claim. The certification shall be issued by the health care provider of the employee or by health care provider of the employee's child, spouse or parent if the employee is unable to return to work because of the need to take care of one of these individuals. The certification shall indicate that the employee is prevented from

performing the functions of the position or is needed to care for the family member on the date the leave expired. If a requested certification is not provided within 30 days, the cost of coverage provided during the period of unpaid *FMLA* leave shall be due and payable.

13.18.7 EMPLOYEE STATUS WHILE ON LEAVE: *FMLA* leave does not constitute a break in service for purposes of longevity and/or seniority. Seniority shall not be earned for any period of time on unpaid leave. Employees returning from leave shall return with no less seniority for purposes of layoff, recall, vacation accrual or other seniority.

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

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

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

13.18.9 ADVANCE NOTICE REQUIRED: If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the need for a leave, the employee shall provide notice as soon as he/she learns of the need for a leave -- at a minimum, 30 days written, advance notice. If the event necessitating the leave becomes known to the employee less than 30 calendar days prior to the employee's need for a leave, the employee shall provide as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.

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

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

- 13.18.10 REINSTATEMENT UPON RETURN FROM LEAVE: Upon return from *FMLA* leave, an employee shall be restored to the position held when the leave commenced or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment, provided the employee is able to perform the essential duties of the position.

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

- 13.18.11 REMEDIES FOR EMPLOYER VIOLATION OF THE FMLA/California Family Rights Act (CFRA): If an employee's rights under the FMLA/CFRA have been violated, the employee may file a complaint consistent with FMLA/CFRA. All references to the FMLA in Article 14 shall also include compliance with CFRA.

ARTICLE 14

CONSULTATION

14.1 REPRESENTATION ON DISTRICT COMMITTEES

- 14.1.1 The Association shall have a permanent representative on the Budget Steering Committee of the Elk Grove Unified School District. This representative shall have all the voting rights and privileges afforded any other member of said committee.
- 14.1.2 The Association shall be notified in writing by the Superintendent of the formation of any committee or study group where the rights, privileges, or relationship between Association members and the Board will be discussed, changed or altered, and invited to have a representative present at said committee or study group meeting.

ARTICLE 15

COMPENSATION

15.1 SALARY SCHEDULES

- 15.1.1 The salary schedules for psychologists and social workers consist of 19 steps and are located in Appendix B.

15.2 SCHEDULE PLACEMENT PROVISIONS

- 15.2.1 Psychologists employed by the Elk Grove Unified School District must possess a valid Pupil Personnel Services Credential to serve as a psychologist. Social workers must possess a Health Services Credential for Social Work or a Pupil Personnel Credential with authorization for social work services
- 15.2.2 New employees with no prior school psychology or social work experience will be assigned to Step 1. All entry placements on the salary schedule shall be based on acceptable verification of records and documents.
- 15.2.3 New employees with prior experience may be granted a maximum of five (5) years on the recommendation of the Associate Superintendent of Human Resources.
- 15.2.4 Prior experience must be equivalent to the responsibility of school psychologists and social workers in the Elk Grove Unified School District, and have occurred within the ten (10) years immediately preceding the date of employment.
- 15.2.5 One (1) experience step will be granted for each school year in which at least 75% of the work year is completed.

Those unit members working less than a full contract (100%) for less than 75% of the work days in a year, will be entitled to an experience step when the total of their assignment (accumulated over the necessary years) equals 100%. For example, when unit members work 40% of a contract, they will be entitled to an experience credit of one year at the beginning of the fourth year of their employment. If there is credit accumulated beyond the 100%, it will be banked.

Experience credit on the salary schedule for those working fewer than seventy-five percent (75%) of the days of a year will occur the July 1 following when the person accumulates the required service as indicated above.

- 15.2.6 Psychologists shall receive their per diem rate for days worked beyond the contracted work year when such work is agreed upon by the psychologists and social workers and approved by the Director of Student Support & Health Services.

15.3 BONUSES and Conference Attendance

- 15.3.1 Effective July 1, 2012, PSWA members who hold a doctorate degree from a WASC accredited institution or comparable institution will receive an annual Doctoral Stipend of 8.25 % of Step 1 of Salary Schedule #12.
- 15.3.2 Effective July 1, 2012, PSWA members who are Licensed Educational Psychologists (LEP); hold Marriage, Family and Child Counseling (MFCC) licensure; are Licensed Clinical Social Workers (LCSW); and/or, are Nationally Certified School Psychologists (NCSP) through the National Association of School Psychologists (NASP) will receive an annual Education Stipend of 8.05% of Step 1 of Salary Schedule #12.
- 15.3.3 Employees may qualify for one bonus only. Payment will be made for whichever bonus amount is higher.
- 15.3.4 Existing employees will receive the full amount of bonus regardless of their FTE, i.e., no pro-rating for partial FTE. This status will be “grandfathered” so that they will maintain the full bonus amount even if they reduce their FTE in the future.
- 15.3.5 New employees will have their bonus amount pro-rated according to their FTE, effective July 1, 2000.

15.4 TERMS OF EMPLOYMENT OF FEDERAL PROJECTS

- 15.4.1 Salary and Payment - Certificated people employed in federal programs which do not correspond with the regular teaching year will be paid a salary equivalent to the Elk Grove Unified School District Salary Schedule with the salary being computed on a per diem basis for the period in which the project is financed by the Federal Government.
- 15.4.2 This per diem rate will be determined by dividing the salary schedule placement by the number of days a regular employee would work in that type of position. The salary will be paid in equal amounts for the monthly period included in the project.

15.5 TRAINING INCREMENTS

- 15.5.1 There shall be training increments of five percent (5%) at 8 and 14. These increments shall be available after the completion of fifteen (15) pre-approved units or graduate credits taken after September 1, 1986.
The units shall be selected to enhance the District's accomplishment of priority goals in light of model curriculum standards and the professional development program of the California Association of School Psychologists and California Association of School Social Workers, or other professional development standards acceptable to the District.

- 15.5.2 To assist the District in funding the increased costs for technology upgrades as set out above and below, PSWA agrees to participate in (and the District agrees to provide) training programs designed to enhance unit member awareness of MediCal funding eligibility. The training will be scheduled prior to the start of the fall traditional calendar. It is intended that the training emphasize ways in which appropriate documentation can provide additional funding for the services currently being provided.

15.6 LOTTERY

- 15.6.1 The District agrees to share the lottery income in accordance with past practice.

ARTICLE 16

DISTRICT SPONSORED HEALTH AND INSURANCE PROGRAMS

16.1 GENERAL

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

16.2 ELIGIBILITY

- 16.2.1 Unit members whose regular or temporary assignment is half time or more shall be eligible to enroll.
- 16.2.2 Once a unit member is eligible, he/she remains eligible for the enrollment year of the contract for the plan; i.e., 7/1 through 6/30.
- 16.2.3 Half-time shall be fifty percent (50%) of the full time regular or temporary position to which the unit member is assigned. No unit member working less than twenty (20) hours a week shall be eligible.
- 16.2.4 A unit member granted a leave of absence, approved by the Elk Grove Unified School District Board of Education, may elect to continue in the plan(s) unless otherwise limited by the carrier. The employee must designate in writing which of the plan(s) he/she wishes to continue and must pay the full amount of the monthly premium in advance of each month of desired coverage.
- 16.2.5 Spouse and dependent eligibility will cease upon the death of an employee.

16.3 ENROLLMENT

- 16.3.1 Upon initiation of a new program, actively employed eligible unit members shall be given the opportunity to enroll. It is the responsibility of the unit member to complete the required documents and submit them to the Payroll Office within thirty (30) days of the date of initiation of the new program.
- 16.3.2 New, reinstated, reemployed unit members who are eligible shall be given the opportunity to enroll within thirty (30) calendar days of the employment date.

- 16.3.3 Open enrollment shall be during the month of May, unless otherwise stipulated by the carrier. Eligible unit members not enrolled in a plan(s) may enroll at this time. Changes in the employee's choice of available plans shall be permitted during this period.
- 16.3.4 Eligible unit members on authorized leave of absence during the open enrollment period shall be given the opportunity to enroll upon return to active employment with the District.
- 16.3.5 It is the responsibility of the eligible unit member to complete all the required documents and submit the completed documents to the Payroll Office within the thirty (30) day limitation.
- 16.3.6 Multiple Enrollment Not Permitted (Elimination of Dual Coverage). A benefit eligible employee may not be included as an enrolled employee and also, at the same time, be a dependent of another enrolled employee in the District's health plan. If you and your spouse/domestic partner are both District employees, you may not cover each other as dependents; similarly, only one of you may cover your eligible children under the plan(s). (See TA 6/15/10.)

16.4 COVERAGE

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

16.5 CANCELLATION AND REFUNDS

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

16.6 TAX-SHELTERED ANNUITIES

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

16.7 PROGRAMS AND COVERAGE

16.7.1 The District will provide for the health and insurance plans noted below and make contributions to those plans as noted:

- a. medical
- b. dental
- c. vision
- d. straight term life insurance

16.7.2 The current dental benefit program will have orthodontia increased from 50% of the cost to a maximum of \$1,500 to 50% of the cost to a maximum of \$2,500 for both active and retiree health packages.

16.7.3 Hearing aid coverage is added to both the active and retiree health packages.

16.8 ELK GROVE BENEFITS EMPLOYEE RETIREMENT TRUST (EGBERT)

16.8.1 To achieve consistency with the terms of the EGBERT Trust Agreement and uniformity between all of the collective bargaining agreements with employee organizations regarding the terms of their participation in EGBERT, the District and PSWA agree to replace Article 17.2.4. District Sponsored Health and Insurance Programs with the following paragraphs which are declarative of existing agreements and practices and shall supersede any prior conflicting provisions.

The District and PSWA agree to participate in the Elk Grove Benefits Employee Retirement Trust (EGBERT). All unit members eligible for post retirement health and welfare benefits who retire on or after July 1, 2000 shall receive such benefits from EGBERT in accordance with this agreement and the EGBERT Agreement dated February 20, 1996 and any amendments to such agreements.

Unit members employed on or after July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 180 months or 15 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.

Unit members employed before July 1, 2006 (including disability recipients) are eligible for retiree health and hospitalization plans under this section provided they have completed benefit eligible service of at least 120 months or 10 school calendar years with Elk Grove Unified School District prior to retirement. Retirees/recipients must be actively drawing retirement or disability benefits from the STRS/PERS. Such retirees/recipients shall have met the eligibility

requirements during their active employment. The years of benefit eligibility do not have to be consecutive; but if an employee voluntarily leaves and returns outside of the 39 month rehire period, he or she must again meet the entire vesting requirements in place at that time for benefit eligibility.

Consistent with Addendum #2 of the EGBERT Agreement, the EGBERT Board of Directors shall be made up of one director appointed by each union that is a party to a collective bargaining agreement with the District that participates in EGBERT. The number of directors appointed by the District's Superintendent shall be equal to the total number of directors appointed by the unions.

It will be the continuing responsibility of EGBERT to determine benefits and recommend District contribution levels. EGBERT and the Elk Grove exclusive representatives agree to use a combined negotiating team drawn from all of the participating employee organizations to negotiate eligibility qualifications and the amount of contributions to be made to EGBERT. This combined negotiating team shall consist of representatives appointed by each bargaining unit and up to an equal number of management representatives appointed by the District Superintendent. The District sole financial obligation for the provision of retiree benefits to individuals retiring on or after July 1, 2000 shall be to make the contributions to EGBERT negotiated with the combined negotiating team described in this paragraph.

Until the parties agree otherwise in writing or negotiations with the combined negotiating team are exhausted: (1) the District shall continue to pay to EGBERT \$80 per month, per benefit eligible employee on a 12 month basis or \$960 per year, per benefit eligible employee; (2) the District shall continue to pay to EGBERT a sum equal to 1% of total District salaries each month on a twelve (12) month basis; and (3) each benefit eligible unit member shall contribute \$40 per month, on a 12-month basis toward the cost of current health benefits. Each benefit eligible employee shall have their contribution deducted from their compensation, via payroll deduction or at the employee's election via the District's Section 125 plan.

ARTICLE 17

MISCELLANEOUS

17.1 ASSIGNMENT TO NON-PUPIL PERSONNEL TASKS

- 17.1.1 At all times, the employee is entrusted with the safety and welfare of the students and school property.
- 17.1.2 In the event of a strike, work stoppage of other bargaining units, the employees shall not be assigned the instruction of, nor the assistance in the instruction of students. Employees shall not be assigned to teach or supervise or assist in the teaching or supervision of students in a classroom, study hall, or other situation which serves as a substitute for regular group instruction.
- 17.1.3 In the event of an emergency or strike/work stoppage of other bargaining units, the Board and its representatives shall attempt to maintain regular school assignments for all psychologists and social workers.

17.2 ACADEMIC FREEDOM - PSYCHOLOGISTS/SOCIAL WORKERS

An employee must be free to think and to express ideas, free to select and employ materials and methods of instruction, free from undue pressures of authority, and free to act within his/her professional group.

17.3 RESIGNATION

- 17.3.1 Unit members wishing to resign from their position with the District must do so in writing. The resignation is to be addressed to the Board of Education in care of the Superintendent of Schools. The letter should state the effective date of the resignation and this date shall be approved unless the Governing Board desires to accept the resignation sooner.

17.4 PRE-RETIREMENT PART TIME STATUS

- 17.4.1 Unit members may elect early retirement and work part time with the approval of the District and according to the following provisions:

- 17.4.1.1 Requests for part time status shall be made in writing to the Human Resources Department no later than May 15th of the school year preceding that which such status is requested.
- 17.4.1.2 Unit members in part time status will notify the Human Resources Department in writing no later than May 15th each year if they wish to continue.
- 17.4.2 Legal conditions applying to pre-retirement part time status can be obtained from the Human Resources Department.

17.5 RETIREMENT EMPLOYMENT PROGRAM

- 17.5.1 A unit member who elects to retire may apply in writing to the Human Resources Department for a "retirement employment program".
 - 17.5.1.1 If approved by the District, this program will provide a retired unit member the maximum number of days employment allowed under the STRS income restrictions. By annual mutual agreement, the number of days may be fewer than the maximum.
 - 17.5.1.2 Unit members may participate in this program for up to five (5) years and will annually discuss their responsibilities with the Director of Student Support and Health Services
 - 17.5.1.3 Continued employment is contingent on a satisfactory recommendation by the immediate supervisor.
- 17.5.2 Total compensation in this program will be fixed for the term of the program at the unit member's final year daily rate as computed by the Human Resources Department.

ARTICLE 18

COMPLETION OF NEGOTIATIONS

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

ARTICLE 19

SAVINGS

- 19.1 If any provision of this agreement is held contrary to law by a court having final jurisdiction, such provision shall be deemed invalid to the extent required by such court decision. All other provisions of this agreement shall continue in full force and effect.

ARTICLE 20

CONCERTED ACTIVITIES

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

ARTICLE 21

DURATION

21.1 This agreement shall be effective from July 1, 2013 through June 30, 2015.

21.1.1 There shall be an agreement for two years, July 1, 2013 through June 30, 2015.

21.1.2 Negotiations proposals from the Psychologists' and Social Workers' Association for reopeners or a successor agreement shall be submitted any time after March 1st in a given year.

21.1.3 In year two of this agreement, the District and PSWA may reopen up to three articles or introduce three new topics for negotiation. Additionally, the District and PSWA agree to regularly schedule consultation meetings designed to work out mutual problems identified by either the District or PSWA.

SIGNATURES

FOR THE DISTRICT

/s/ Glen De Graw

FOR THE ASSOCIATION

/s/ Tina Smith

RATIFIED BY THE BOARD OF EDUCATION

Priscilla Cox, President
Steve Ly, Clerk

RATIFIED BY THE ASSOCIATION

Tina Smith, President

APPENDIX A

JOB DESCRIPTIONS

See Elk Grove Unified School District Website

- <http://www.egusd.net>
- Select EMPLOYMENT
- Select CLASS DESCRIPTIONS

APPENDIX B

SALARY SCHEDULE

See Elk Grove Unified School District Website

- <http://www.egusd.net>
- Select EMPLOYMENT
- Select SALARY SCHEDULES
- Select PSYCHOLOGISTS AND SOCIAL WORKERS - Salary Schedule 12 and 13

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PSWA COLLECTIVE BARGAINING CONTRACT

HISTORICAL REFERENCE

16.1 Compensation

- 16.1.1 The District agrees to increase the salary schedule by the percentage amount of the funded COLA for 1995-96. A dispute has arisen between PSWA and the District about its current salary system which requires 15 units of additional professional growth for continuing advance on the salary schedule. It is agreed to resolve that dispute by analogizing that requirement with the agreed upon requirement for teaching staff unit members to take the six units of professional growth from District designated units.
- 16.1.2 In 1996-97 and 1997-98, the salary schedule shall be increased by the amount of the funded COLA for 1996-97 and 1997-98.
- 16.1.3 In 1998-99, 1999-2000, and 2000-01, the salary schedule shall be increased by the amount of the funded COLA for 1998-99, 1999-2000, and 2000-01.
 - 16.1.3.1 Because PSWA previously paid for increased life insurance by giving up a portion of a prior year COLA, their formula COLA for the fiscal year 2000-01 will be augmented by an additional 0.14%.
- 16.1.4 Funded COLA is the amount which the District actually receives in increased revenue limit per ADA. It is not intended to include funds already received by the District in some other category. In the event that there is a dispute concerning the percentage, the District and PSWA agree that School Services, Inc. shall be asked to designate a number for funded COLA which shall resolve the controversy. If School Services of California, Inc. is not available, then the District and PSWA will select a respected financial person to designate "funded COLA."
- 16.1.5 The District and PSWA agree to a continuation of the formula based system of compensation as set out in prior agreements. Should that formula system be modified with EGEA for the 2000-01 school year, it will also be modified for PSWA. There is one more year on the formula system. At the conclusion of that year, negotiations will be held to discuss future systems for compensation increases. (Per agreement May 18, 2000).
- 16.1.6 For the 2006-07 school year, there shall be an increase of two percent (2%) to the salary schedules. The District shall cover the increased costs for the health benefit program up to the budgeted amount stated as a percentage of salary, i.e. 1%.
- 16.1.7 All members of PSWA employed during the 2007-2008 school year will receive a one-time, pay warrant equal to one percent (1%) of their respective 2006-2007 salary. This pay warrant will be received no later than April 30, 2009.

- 17.8.3 In 1993-94, the current life insurance program shall be improved to fifty thousand dollars (\$50,000) of straight term per unit member at an estimated cost of \$1,188 for the entire unit which is specifically taken from the pattern settlement amount allocated for general salary improvement.
- 17.8.11 The District will create an account for medical reimbursement of the co-pays for retired employees electing Kaiser by budgeting \$120 per eligible retiree. After all co-pay expenses have been received annually and verified, a retiree will be paid up to \$120 for incurred expenses. The amount left over from retirees not using the entire \$120 will be used to pay the excess co-pays for those who have incurred annual co-pays greater than \$120. Should the amount in the account not be sufficient to cover the entire amount, the amounts paid will be prorated based upon available funds within the medical reimbursement account. The retiree co-pay reimbursement dollars for the lowest cost health plan are increased to match the increased co-pay amounts. *[NOTE: Copay reimbursement for EGBERT retirees ended June 30, 2010. Copay reimbursement for Pre-EGBERT retirees ended June 30, 2011.]*