

WOODLAND JOINT UNIFIED SCHOOL DISTRICT

"Excellence for All"

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District Website: www.wjUSD.org

Human Resource Services

Leanee Medina Estrada
Assistant Superintendent
435 6th Street, Woodland, CA 95695
(530) 662-0201 / FAX (530) 669-5918

Tom Pritchard, Superintendent

WJUSD and Classified School Employee Association (CSEA) Negotiations Update

July 8, 2021

CSEA REJECTS DISTRICT'S PROPOSAL FOR SALARY AND BENEFIT INCREASES FOR 20-21 AND 21-22 SCHOOL YEARS. ONE-TIME PAYMENTS PROPOSED FOR EMPLOYEES ARE DELAYED.

On February 11, 2021, the District and CSEA reopened contract negotiations for the current year (2020-2021). The provisions in the contract call for 2020-2021 negotiations to include salary and benefits and one (1) article of each party's choosing. The District proposed additional language to Article 26, Discipline and CSEA proposed additions and revisions to Article 11, Safety. On April 21, CSEA submitted their initial salary proposal to the District in the form of a proposed salary schedule without assigning a cost to the proposal. After the negotiations session, the District calculated the cost of CSEA's proposal would equal to approximately a 42% increase in the cost of salaries and related mandatory employer payroll costs.

For the 2020-2021 school year, school districts in California received **\$0** for a "cost of living adjustment" (COLA). In other words, the District received the same amount of revenue in 2020-2021 as was received in 2019-2020. Although the District received no **NEW** revenue for 2020-2021, the District proposed ongoing increases to salary schedules retroactive to July 1, 2020 and **additional** increases to salaries and benefits for the 2021-2022 school year. Overall, the District's 2-year proposal would increase ongoing salaries and benefits by approximately 4%.

Current Proposals

On June 10, 2021, the District presented CSEA with a "Last, Best and Final" offer for 2020-2021 and 2021-2022. A "Last, Best and Final" offer from any party indicates that there are no further proposed changes at the time the offer is made. On June 30, 2021, CSEA submitted a counter proposal.

The negotiation teams met again today to discuss the current state of negotiations. The District asked the CSEA negotiations team if they had a revised proposal that aligned with the District's "Last, Best and Final" offer. The CSEA team indicated that they were not prepared today to give a response.

As of today, each party remains unchanged in their position on salary and benefits. The District's "Last, Best and Final" proposal and CSEA's most recent counter proposal are attached to this update and summarized below:

	District Proposal	CSEA Proposal
2020-2021	1.5% increase to salary schedule retro to 7/1/2020	Effective 7/1/2020, classifications in Ranges 6 and 7 would move to Range 8 on the salary schedule.
2020-2021	\$2,000 one-time off schedule payment to all employees based on FTE (hours per day)*	\$2,000 one-time off schedule payment to all employees based on FTE (hours per day)*
2021-2022	1.5% increase to salary schedule effective 7/1/2021	Effective 7/1/2021: 1) Remove steps 1 and 2 from salary schedule and move employees on step 1 to step 3, <i>and</i> 2) Move Paraprofessional I's from Range 10 to Range 12, <i>and</i> 3) Increase the entire salary schedule by 5%.
2021-2022	\$55 per month increase to the contribution for benefits effective 7/1/2021 (new total would be \$675 per month).	\$55 per month increase to the contribution for benefits effective 7/1/2021 (new total would be \$675 per month).
2021-2022	5 professional development days – paid at the employee's rate of pay if the days are not regular work days OR release time for professional development if the employee is already scheduled to work on these dates.	5 professional development days – paid at the employee's rate of pay if the days are not regular work days OR release time for professional development if the employee is already scheduled to work on these dates.

*Below is a table showing the gross amount of the proposed one-time payment an employee would receive, based on their hours per day, if an agreement is reached.

Employee's Work Hours Per Day	FTE (% of 8 hrs)	Gross Amount of One-Time Payment
1	0.125	\$250
2	0.25	\$500
3	0.375	\$750
4	0.5	\$1,000
5	0.625	\$1,250
6	0.75	\$1,500
7	0.875	\$1,750
8	1	\$2,000

We will continue to update our community when we have more developments to report on these negotiations.

WJUSD Negotiations Team

Leanee Medina Estrada, Assistant Superintendent, Human Resources

Lewis Wiley, Jr., Associate Superintendent, Business Services

Theresa Dunlop, Director, Human Resources

Shannon McClarin, Child Development Coordinator

Tony Peregrina, Director, Transportation

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT
PROPOSED TENTATIVE AGREEMENT WITH
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA #118)
TO SETTLE 2020 – 2021 and 2021 – 2022 NEGOTIATIONS**

This Tentative Agreement is entered into by and between the Woodland Joint Unified School District (“District”) and California Schools Employee Association #118 (“CSEA”). District and CSEA may be referred to herein as “Party” or collectively as “Parties.”

Any issue, subject, or matter discussed by the District and the Association during negotiations over the 2020-2021 and 2021-2022 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

The Parties agree to this Tentative Agreement to conclude reopener negotiations for the 2020-2021 and 2021-2022 school years.

NOW, THEREFORE, the Parties hereto agree as follows:

WJUSD Proposed Settlement for 2020-2021 and 2021-2022:

The Woodland Joint Unified School District considers all items as a package proposal to resolve all negotiations for the 2020-2021 and 2021-2022 school years as follows:

1. Salaries, Health and Welfare Benefits and One-Time Payments

- A. Increase to the District’s contribution to health and welfare benefits from \$620 per month to \$675 per month effective July 1, 2021.
- B. 2020-2021: One-time off schedule payment of \$2,000. Payment is pro-rated based on the employee’s FTE. Employees eligible for the one-time off-schedule payment are those currently active employees who were employed as of July 1, 2020.
- C. Add 1.5% increase to salary schedule retroactive to July 1, 2020.
- D. Add 1.5% increase to salary schedule effective July 1, 2021.
- E. Five (5) days of Professional Development in the 2021-2022 School Year. The Professional Development would be mandatory and scheduled prior to the beginning of the school year. Details related to attendance related to the Professional Development is outlined below.

- The District will develop and deliver district-wide professional development opportunities for staff. These opportunities will be delivered over a 5-day period, before the start of the 2021-2022 school year. Some content delivered over the 5-day period will be relevant and required for classified staff. The District will notify CSEA of the presentations, dates and times that are relevant and required for classified employees to attend.
- The mandatory professional development opportunities will be scheduled for no more than a regular full-time workday (8 hours in length), within the time periods of 8:00 a.m. – 3:00 p.m. or 8:30 a.m. – 3:30 p.m., and will include an uninterrupted lunch period for no less than 30 minutes.
- Staff will participate in Professional Development activities in-person from their regularly assigned worksite, classroom or other designated physical location.
- For those staff members whose regular workdays fall within the professional development schedule, they shall be released from their duties to attend the presentations. Should the scheduled presentations go over the staff member's total regular work hours in a work day, the staff member will be paid on a time sheet for those additional hours at the appropriate rate of pay excluding breaks, lunch breaks and any collaboration or post-meeting time that they are not required to attend. Should the staff member not attend the mandatory professional development, the employee must report the appropriate absence using the appropriate accrued time.
- For those staff members who are not scheduled to work on days of the professional development schedule, they shall be paid for the hours they attend excluding breaks, lunch break and any collaboration or post meeting time that they are not required to attend, at their regular hourly rate for their positions. Attendance is mandatory in order to qualify to be paid at the staff member's regular hourly rate. This time shall be paid on a time sheet.
- Should a staff member be unable to attend a professional development presentation as scheduled for classified employees but attends for a portion of the day, the staff member will notify their supervisor in advance of the amount of time they will attend. For those staff members whose regular work day falls within the professional development schedule, the employee will be released only for the portion of time they attend and will report the appropriate absence using the appropriate accrued time. For those staff members who on not scheduled to work on these days, they will submit a timesheet only for the portion of time attended.

- Staff unable to participate in-person may make-up the professional development activities as stated below.
- All staff attending professional development opportunities shall be paid based on attendance reports from the professional development platform or sign-in/out sheets.
- If the professional development presentation was recorded, the staff member will be provided an opportunity to make up the professional development by the end of the second week of instruction, and will complete verification that the training was completed using the process developed by Educational Services. Staff members needing to make up the time will need to work with their supervisors to arrange release time for the training that was missed.
- All staff attending professional development opportunities shall be paid based on attendance reports from the professional development platform.
- The content, schedule and subject matter of the Professional Development days will be developed by the District. Content will be related to the unique needs of staff and students this school year and will be related to the following areas.
 - Teaching and Learning
 - Community and Family Engagement
 - Technology Tools
 - Social and Emotional Learning
 - Health and Safety
 - Content Specifically Related to Professional Responsibilities

Based on the proposal to increase salary and benefits, the District proposes to amend Article 20 as follows:

Article 20 - Health and Welfare Benefits

20.2.1 The District's contribution of ~~\$540~~ **675** per month will be provided for full time unit members to be used towards group health, dental, vision, and life insurance premiums.

Article 26 – Disciplinary Action

The District proposes to ADD new 26.2.3, 26.2.3.1, and 26.2.3.2:

26.2.3 Employment Status Pending Formal Hearing

26.2.3.1 Except as set forth in paragraph 26.2.3.2 below, an employee who requests a formal hearing regarding a tentative recommendation of discipline or a Notice of Disciplinary Action shall remain on active duty status and shall remain responsible for fulfilling the duties of his or her position pending the hearing. Active duty may, at the District's discretion, include a special or changed assignment.

26.2.3.2 After compliance with the procedure outlined in 26.2.2, if the Skelly Officer concurs with the District's recommendation for dismissal, the employee may be suspended without pay pending a hearing.

6/8/21: District not agreeable to CSEA counter on 26.2.3. District's proposed language is consistent with obligations under paid administrative leave.

6/8/21: District not agreeable to CSEA counter language on 26.1.6.15, 26.2.3.1, or 26.2.1.5 or 26.2.6 or new language proposed for new 26.2.1

Article 11 – Safety

The District proposes the following changes and additions to Article 11

~~11.1 The District shall provide bargaining unit members with appropriate **and required** equipment and training to **safely** perform assigned job duties. No bargaining unit member shall be required to work under unsafe conditions. Unsafe conditions shall be reported to his/her immediate supervisor. Should the immediate supervisor determine that the condition is safe and that work continue, the bargaining unit member may not be required to perform that work until the condition is either remedied or investigated and certified safe by the District Safety Officer.~~

ADD New 11.1.2

No bargaining unit member shall be required to work under unsafe conditions once it is determined that the site condition does not meet Cal-OSHA requirements and is determined unsafe. In the interest of protecting community and workplace health, any unit member shall report, in writing, any unsafe condition in the working environment to the immediate supervisor. The Employee Safety Reporting Form shall be used for this purpose.

ADD New 11.1.3

The supervisor shall, within three (3) working days, respond in writing to the employee, with simultaneous copy to CSEA and the District Safety Officer, stating what has been done or how the unsafe condition will be addressed, corrected or rectified to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints.

Signatures:

Leanee Medina Estrada
WJUSD Lead Negotiator

Date

Elizabeth Reiff
CSEA Lead Negotiator

Date

Brandi Bolden

Date

Rebecca Hernandez
Labor Relations Representative, CSEA

Date

Irene Difuntorum

Date

Jacob Miller II

Date

Rebecca Rossiter

Date

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT
PROPOSED TENTATIVE AGREEMENT WITH
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND IT'S WOODLAND CHAPTER 118 (CSEA #118)
TO SETTLE 2020 – 2021 and 2021 – 2022 SALARY AND BENEFITS NEGOTIATIONS**

This Tentative Agreement is entered into by and between the Woodland Joint Unified School District (“District”) and California Schools Employee Association and it’s Woodland Chapter #118 (“CSEA”). District and CSEA may be referred to herein as “Party” or collectively as “Parties.”

Any issue, subject, or matter discussed by the District and CSEA the Association during negotiations over the 2020-2021 and 2021-2022 bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it. Any “oral agreement” or “understanding” not reflected in writing herein shall have no force or effect.

The Parties agree to this Tentative Agreement to conclude ~~reopen~~ salary and benefits negotiations for the 2020-2021 and 2021-2022 school years.

Per contract article 1.3.2, the Parties agree to reopen contract negotiations for the 2021-2022 school year excluding Salary Provisions and Health and Welfare Benefits, where each party may reopen any articles of the party’s choosing.

NOW, THEREFORE, the Parties hereto agree as follows:

WJUSD Proposed Settlement for 2020-2021 and 2021-2022:

The Woodland Joint Unified School District considers all items as a package proposal to resolve salary and benefits negotiations for the 2020-2021 and 2021-2022 school years as follows:

1. Salaries, Health and Welfare Benefits and One-Time Payments

- A. Increase to the District’s contribution to health and welfare benefits from \$620 per month to \$675 per month effective July 1, 2021.
- B. 2020-2021: One-time off schedule payment of \$2,000. Payment is pro-rated based on the employee’s FTE. Employees eligible for the one-time off-schedule payment are those currently active employees and retirees who were employed as of July 1, 2020.
- C. ~~Add 1.5% increase to salary schedule retroactive to July 1, 2020.~~ (See Attached Road to \$15) As of July 1, 2020, Ranges 6 and 7 will be eliminated; any employees currently in those positions will move naturally to the next step of Range 8.

Step 1 - Ranges 6 and 7

- Remove Ranges 6 and 7 and move the positions into Range 8 Effective July 1, 2021
- 1 x Laundry Worker - 2 Hours
- 2 x Instr Support Asst - 4 hour total
- Cost - \$1,500

Woodland Joint Unified School District
2020 – 2021 Salary Schedule – Hourly Rates
Classified Employees (CSEA Bargaining Unit)

Range	1	2	3	4	5	6	7	LONGEVITY - BASED ON COMPLETION OF YEARS OF SERVICE AFTER SERVING 1 FISCAL YEAR AT STEP 7			
								10 - 14 YEARS	15 - 19 YEARS	20 - 24 YEARS	25+ YEARS
6						14.37	15.08	15.23	15.38	15.61	15.92
7					14.37	15.08	15.85	16.01	16.17	16.41	16.74

D. Add 1.5% increase to salary schedule effective July 1, 2021. As of July 1, 2021, replace the current 7 Step Salary Schedule with the new 5 Step Salary Schedule with longevity, all positions will move vertically down into their current or natural next Step.

Step 2 - Steps 1 and 2

- Remove steps 1 and 2 and create a 5 step Salary Schedule
- 26.5937 FTE in Step 1
- This Step would take effect on July 1, 2021
 - Staff in Step 1 or 2 would advance into step 3 naturally
 - Additional 5% necessary for 26.5937 for step 1 to 3
- Cost calculation from business 0.42%

Range	1	2
6		
7		
8		
9		
10		14.37
11	14.37	15.08
12	15.08	15.85
13	15.85	16.62
14	16.62	17.47
15	17.47	18.36
16	18.36	19.25
17	19.25	20.21
18	20.21	21.22
19	21.22	22.31
20	22.31	23.40
21	23.40	24.57
22	24.57	25.78
23	25.78	27.06
24	27.06	28.44
25	28.44	29.85
26	29.85	31.35
27	31.35	32.91
28	32.91	34.56
29	34.56	36.28
30	36.28	38.11

E. As of July 1, 2021, Paraprofessional I positions will be reclassified from Range 10 to Range 12. Employees currently in those positions will move vertically down into their current or natural next Step of Range 12.

Step 3 - Move Para I's

- Move Para I from range 10 to range 12
 - Increase gap for positions requiring degree
 - Improve recruitment of 30+ paras with COVID Funds
 - Cost estimated ~ \$16,000 Effective July 1, 2021

F. As of July 1, 2021, 5% salary increase to all cells in the salary schedule, Range 8 step 1 will be adjusted separately to start at \$15.00

G. See attached Original and New 5 Step Salary Schedule:

- Original

	Est. FTE in range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 11 1% 10yr	Step 12 1% 15yr	Step 13 1.5% 20yr	Step 14 2% 25yr +	
Range 6	.1 FTE						14.37	15.08	\$15.23	\$15.39	\$15.62	\$15.93	Unavailable after 1/1/2022
Range 7	.2 FTE					14.37	15.08	15.84	\$16.00	\$16.16	\$16.40	\$16.73	
Range 8	33 Staff				14.37	15.08	15.84	16.63	\$16.80	\$16.96	\$17.22	\$17.56	
Range 9	24 Staff			14.37	15.08	15.84	16.63	17.46	\$17.64	\$17.81	\$18.08	\$18.44	
Range 10	10 staff		14.37	15.08	15.84	16.63	17.46	18.33	\$18.52	\$18.70	\$18.98	\$19.36	
Range 11	44 staff	14.37	15.08	15.84	16.63	17.46	18.33	19.25	\$19.44	\$19.64	\$19.93	\$20.33	
Range 12	34 staff	15.08	15.84	16.63	17.46	18.33	19.25	20.21	\$20.42	\$20.62	\$20.93	\$21.35	
Range 13	166 staff	15.84	16.63	17.46	18.33	19.25	20.21	21.22	\$21.44	\$21.65	\$21.98	\$22.42	
Range 14		16.63	17.46	18.33	19.25	20.21	21.22	22.29	\$22.51	\$22.73	\$23.08	\$23.54	
Range 15		17.46	18.33	19.25	20.21	21.22	22.29	23.40	\$23.63	\$23.87	\$24.23	\$24.71	
Range 16		18.33	19.25	20.21	21.22	22.29	23.40	24.57	\$24.82	\$25.06	\$25.44	\$25.95	
Range 17		19.25	20.21	21.22	22.29	23.40	24.57	25.80	\$26.06	\$26.32	\$26.71	\$27.25	
Range 18		20.21	21.22	22.29	23.40	24.57	25.80	27.09	\$27.36	\$27.63	\$28.05	\$28.61	
Range 19		21.22	22.29	23.40	24.57	25.80	27.09	28.44	\$28.73	\$29.02	\$29.45	\$30.04	
Range 20		22.29	23.40	24.57	25.80	27.09	28.44	29.87	\$30.16	\$30.47	\$30.92	\$31.54	
Range 21		23.40	24.57	25.80	27.09	28.44	29.87	31.36	\$31.67	\$31.99	\$32.47	\$33.12	
Range 22		24.57	25.80	27.09	28.44	29.87	31.36	32.93	\$33.26	\$33.59	\$34.09	\$34.77	
Range 23		25.80	27.09	28.44	29.87	31.36	32.93	34.57	\$34.92	\$35.27	\$35.80	\$36.51	
Range 24		27.09	28.44	29.87	31.36	32.93	34.57	36.30	\$36.66	\$37.03	\$37.59	\$38.34	
Range 25		28.44	29.87	31.36	32.93	34.57	36.30	38.12	\$38.50	\$38.88	\$39.47	\$40.26	
Range 26		29.87	31.36	32.93	34.57	36.30	38.12	40.02	\$40.42	\$40.83	\$41.44	\$42.27	
Range 27		31.36	32.93	34.57	36.30	38.12	40.02	42.02	\$42.44	\$42.87	\$43.51	\$44.38	
Range 28		32.93	34.57	36.30	38.12	40.02	42.02	44.12	\$44.57	\$45.01	\$45.69	\$46.60	
Range 29		34.57	36.30	38.12	40.02	42.02	44.12	46.33	\$46.79	\$47.26	\$47.97	\$48.93	
Range 30		36.30	38.12	40.02	42.02	44.12	46.33	48.65	\$49.13	\$49.63	\$50.37	\$51.38	

CSEA COUNTER PROPOSAL

6/30/21

○ New

Range	Steps After 5% increase and Range 8 step 1 at \$15									
	Step 1 (Old 3)	Step 2 (Old 4)	Step 3 (Old 5)	Step 4 (Old 6)	Step 5 (Old 7)	Step 11 1% 10yr	Step 12 1% 15yr	Step 13 1.5% 20yr	Step 14 2% 25yr +	
8	\$15.00	\$15.09	\$15.84	\$16.64	\$17.47	\$17.64	\$17.82	\$18.09	\$18.45	
9	\$15.09	\$15.84	\$16.64	\$17.47	\$18.34	\$18.53	\$18.71	\$18.99	\$19.37	
10	\$15.84	\$16.64	\$17.47	\$18.34	\$19.26	\$19.45	\$19.65	\$19.94	\$20.34	
11	\$16.64	\$17.47	\$18.34	\$19.26	\$20.22	\$20.42	\$20.63	\$20.94	\$21.36	
12	\$17.47	\$18.34	\$19.26	\$20.22	\$21.23	\$21.45	\$21.66	\$21.98	\$22.42	
13	\$18.34	\$19.26	\$20.22	\$21.23	\$22.29	\$22.52	\$22.74	\$23.08	\$23.55	
14	\$19.26	\$20.22	\$21.23	\$22.29	\$23.41	\$23.64	\$23.88	\$24.24	\$24.72	
15	\$20.22	\$21.23	\$22.29	\$23.41	\$24.58	\$24.83	\$25.07	\$25.45	\$25.96	
16	\$21.23	\$22.29	\$23.41	\$24.58	\$25.81	\$26.07	\$26.33	\$26.72	\$27.26	
17	\$22.29	\$23.41	\$24.58	\$25.81	\$27.10	\$27.37	\$27.64	\$28.06	\$28.62	
18	\$23.41	\$24.58	\$25.81	\$27.10	\$28.45	\$28.74	\$29.03	\$29.46	\$30.05	
19	\$24.58	\$25.81	\$27.10	\$28.45	\$29.88	\$30.18	\$30.48	\$30.93	\$31.55	
20	\$25.81	\$27.10	\$28.45	\$29.88	\$31.37	\$31.68	\$32.00	\$32.48	\$33.13	
21	\$27.10	\$28.45	\$29.88	\$31.37	\$32.94	\$33.27	\$33.60	\$34.11	\$34.79	
22	\$28.45	\$29.88	\$31.37	\$32.94	\$34.59	\$34.93	\$35.28	\$35.81	\$36.53	
23	\$29.88	\$31.37	\$32.94	\$34.59	\$36.32	\$36.68	\$37.05	\$37.60	\$38.35	
24	\$31.37	\$32.94	\$34.59	\$36.32	\$38.13	\$38.51	\$38.90	\$39.48	\$40.27	
25	\$32.94	\$34.59	\$36.32	\$38.13	\$40.04	\$40.44	\$40.84	\$41.46	\$42.28	
26	\$34.59	\$36.32	\$38.13	\$40.04	\$42.04	\$42.46	\$42.89	\$43.53	\$44.40	
27	\$36.32	\$38.13	\$40.04	\$42.04	\$44.14	\$44.58	\$45.03	\$45.70	\$46.62	
28	\$38.13	\$40.04	\$42.04	\$44.14	\$46.35	\$46.81	\$47.28	\$47.99	\$48.95	
29	\$40.04	\$42.04	\$44.14	\$46.35	\$48.67	\$49.15	\$49.64	\$50.39	\$51.40	
30	\$42.04	\$44.14	\$46.35	\$48.67	\$51.10	\$51.61	\$52.13	\$52.91	\$53.97	

H. 19.8.1 Employees at step ~~7~~ 5 will be placed in the longevity column equal to their completed years of service at the time of their annual step advancement in accordance with Article 19.4.1.

I. Five (5) days of Professional Development in the 2021-2022 School Year. The Professional Development would be mandatory and scheduled prior to the beginning of the school year. Details related to attendance related to the Professional Development is outlined below.

- The District will develop and deliver district-wide professional development opportunities for staff. These opportunities will be delivered over a 5-day period, before the start of the 2021-2022 school year. ~~Some~~ Content delivered over the 5-day period will be relevant and required for classified staff. The District will notify CSEA of the presentations, dates and times that are relevant and required for classified employees to attend.
- The mandatory professional development opportunities will be scheduled for no more than a regular full-time workday (8 hours in length), within the time periods of 8:00 a.m. – 3:00 p.m. or 8:30 a.m. – 3:30 p.m., and will include an uninterrupted lunch period for no less than 30 minutes.
- Staff will participate in Professional Development activities in-person from their regularly assigned worksite, classroom or other designated physical location.
- For those staff members whose regular workdays fall within the professional development schedule, they shall be released from their duties to attend the presentations. Should the scheduled presentations go over the staff member’s total regular work hours in a work day, the

6/30/21

staff member will be paid on a time sheet for those additional hours at the appropriate rate of pay excluding breaks, lunch breaks and any collaboration or post-meeting time that they are not required to attend. Should the staff member not attend the mandatory professional development, the employee must report the appropriate absence using the appropriate accrued time.

- For those staff members who are not scheduled to work on days of the professional development schedule, they shall be paid for the hours they attend excluding breaks, lunch break and any collaboration or post meeting time that they are not required to attend, at their regular hourly rate for their positions. Attendance is mandatory in order to qualify to be paid at the staff member's regular hourly rate. This time shall be paid on a time sheet.
- Should a staff member be unable to attend a professional development presentation as scheduled for classified employees but attends for a portion of the day, the staff member will notify their supervisor in advance of the amount of time they will attend. For those staff members whose regular work day falls within the professional development schedule, the employee will be released only for the portion of time they attend and will report the appropriate absence using the appropriate accrued time. For those staff members who on not scheduled to work on these days, they will submit a timesheet only for the portion of time attended.
- Staff unable to participate in-person may make-up the professional development activities as stated below.
- All staff attending professional development opportunities shall be
- paid based on attendance reports from the professional development platform or sign-in/out sheets.
- If the professional development presentation was recorded, the staff member will be provided an opportunity to make up the professional development by the end of the second week of instruction, and will complete verification that the training was completed using the process developed by Educational Services. Staff members needing to make up the time will need to work with their supervisors to arrange release time for the training that was missed.
- ~~All staff attending professional development opportunities shall be paid based on attendance reports from the professional development platform.~~

6/30/21

- The content, schedule and subject matter of the Professional Development days will be developed by the District. Content will be related to the unique needs of staff and students this school year and will be related to the following areas.
 - Teaching and Learning
 - Community and Family Engagement
 - Technology Tools
 - Social and Emotional Learning
 - Health and Safety
 - Content Specifically Related to Professional Responsibilities

Based on the proposal to increase salary and benefits, the District proposes to amend Article 20 as follows:

Article 20 - Health and Welfare Benefits

20.2.1 The District's contribution of ~~\$540~~ **675** per month will be provided for full time unit members to be used towards group health, dental, vision, and life insurance premiums.

~~Article 26 – Disciplinary Action~~

~~The District proposes to ADD new 26.2.3, 26.2.3.1, and 26.2.3.2:~~

~~26.2.3 – Employment Status Pending Formal Hearing~~

~~**26.2.3.1** – Except as set forth in paragraph 26.2.3.2 below, an employee who requests a formal hearing regarding a tentative recommendation of discipline or a Notice of Disciplinary Action shall remain readily available during their regular contracted hours. may remain on active duty status and shall may remain responsible for fulfilling the duties of his or her position pending the hearing. Active duty may, at the District's and CSEA's discretion, include a special or changed assignment.~~

~~**26.2.3.2** – After compliance with the procedure outlined in 26.2.2, if the Skelly Officer concurs with the District's recommendation for dismissal, the employee may be suspended without pay pending a hearing.~~

Revise 25.2.1.5 to read:

~~A statement giving the employee at least seven (7) calendar **working** days in which to arrange a Skelly hearing and/or furnish written information concerning the charges to the **a Superintendent outside of WJUSD** or designee **mutually agreed upon designee** (who shall not be the person who initiated the charges or anyone subordinate to that person) who shall be known as the Skelly Officer.~~

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Revise 26.1.6.15 to read:

Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's position classification or otherwise necessary for the employee to perform the duties of the position ~~when the employer has provided written notice of a training to the employee.~~

ADD new 26.2.1

26.2.1 — Investigatory Meetings

26.2.1.1 — The CSEA Chief Job Steward and affected Employee will be given written notice, 24 hours prior to meeting, regarding the reason for the meeting.

26.2.1.2 — Any letter sent as general information to parents regarding an employee placed on leave and /or terminated will be given to the CSEA Chief Job Steward and the employee 24hrs prior to being sent.

(all other subsections after will be renumbered appropriately)

Revise 26.2.3.1 to read:

Not more than seven (7) calendar **working** days after receiving the Notice of Disciplinary Action described above, the employee may appeal by signing and filing the card or paper included with the recommendation. Any other written document signed and appropriately filed within the specified time limit by or on behalf of the employee shall constitute a sufficient Notice of Appeal. A Notice of Appeal may be mailed to the Office of the Superintendent or designee, but must be received or postmarked not later than the time limit specified herein.

Revise 26.2.6 to read:

The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The findings may reiterate the language of the pleadings or simply refer to them. A copy of the decision of the Board shall be delivered to the appellant or his/her designated representative personally or by certified mail (return receipt requested) **within ten (10) days of the decision.** The decision of the Board shall be final.

Article 11 — Safety

The District proposes the following changes and additions to Article 11

11.1 — The District shall provide bargaining unit members with appropriate ~~and required~~ equipment and training to **safely** perform assigned job duties. No bargaining unit member shall be required to work under unsafe conditions. Unsafe conditions shall be reported to his/her immediate supervisor. Should the immediate supervisor determine that the condition is safe and that work continue, the bargaining unit member may not be required to perform that work until the condition is either remedied or investigated and certified safe by the District Safety Officer.

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ADD New 11.1.2

~~No bargaining unit member shall be required to work under unsafe conditions once it is determined that the site condition does not meet Cal-OSHA requirements and is determined unsafe. In the interest of protecting community and workplace health, any unit member shall report, in writing, any unsafe condition in the working environment to the immediate supervisor. The Employee Safety Reporting Form shall be used for this purpose.~~

ADD New 11.1.3

~~The supervisor shall, within three (3) working days, respond in writing to the employee, with simultaneous copy to CSEA and the District Safety Officer, stating what has been done or how the unsafe condition will be addressed, corrected or rectified to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints.~~

~~11.3 The District will adhere to workplace safety guidelines as prescribed by the Centers for Disease Control (CDC), California Department of Public Health (CDPH), California Department of Education (CDE), Cal OSHA, Yolo County Health Department (YCDPH) and the WJUSD Health and Safety Plan.~~

~~11.4 Any member required to work outside in severe weather conditions as deemed by the National Weather Service (under 32°F over 100°F) shall be paid time and a half.~~

~~11.5 Any member required to work in conditions outside of their normal working conditions shall be paid time and a half.~~

~~11.6 Emergency School Closures: During closure of an entire school site during a regular instructional day because of emergency situations, (such as weather conditions, power outages, lack of potable water) classified personnel stationed at that site shall not be required to remain at work or report to work if certificated personnel and students are sent or allowed to go home or are not required to report to work or school except when needed for emergency purposes. Employees who are asked to work when others are released shall be compensated at time and a half for hours worked on site.~~

~~11.6.1 If a power outage occurs during the daylight hours, employees can be required to work up to, but not exceeding four (4) hours while power remains off.~~

~~11.6.2 If a power outage occurs after dark, employees can be required to work up to, but not~~

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~~exceeding two (2) hours while power remains off. Employees will be provided with flashlights and spare batteries.~~

~~11.6.3 Extenuating Circumstances (pandemic, severe weather conditions, unsafe air quality):~~

~~Classified staff shall not be required to remain on site longer than 1 hour during a power outage.~~

~~11.7 Emergency Communication Process (phone tree / app to be able to communicate amongst site staff and site admin communication with district office)~~

~~11.8 District and Site Safety Plan shall be posted at Office, Break Rooms, Custodian, and Kitchen areas. (Binder with entire safety plan)~~

~~11.9 Ventilation~~

~~MERV13 filtration and fans for sites unable to open windows or doors to the outside air.~~

~~11.10 The Board shall not take any action against a unit member who uses reasonable force, as is necessary and legally appropriate, to protect himself/herself from attack, to protect a person from himself/herself, to protect another person, to prevent damage to 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 the control of a student.~~

~~11.11 Unit members shall immediately report, in writing, cases of assault or verbal threats of assault suffered by them in connection with their employment to their site administrator or other immediate supervisor who shall immediately report the incident to the police and file a copy of the report with the Superintendent or Designee. (include incident report form in the appendix)~~

~~11.11.1 The Superintendent or designee shall comply with any reasonable request from the unit member for information relating to the incident or other person involved. If requested, the Superintendent or his/her designee shall act as liaison between the unit member, the police, and the courts.~~

~~11.12 No unit member within the scope of his/her employment shall be required to work in or cause students to remain in unsafe or unhealthy conditions. This includes any approved school-related~~

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~~activities (such as field trips) which involve student contact. The unit member and his/her site administrator shall immediately work together to make the conditions safe.~~

~~11.13 The District shall provide the tools, equipment, and supplies that are required by CalOSHA and/or their immediate supervisor and necessary to bargaining unit members for the performance of and directly related to employment duties.~~

~~11.13.1 Bargaining unit members shall be able to replace their safety boots/shoes at a cost of up to \$200 per year.~~

~~11.13.2 Equipment: The District will provide equipment required by the District to perform necessary job duties. Any purchased property remains the property of the District. Upon separation of employment from the District, the items will be returned to the District.~~

Signatures:

Leanee Medina Estrada
WJUSD Lead Negotiator

Date

Elizabeth Reiff
CSEA Lead Negotiator

Date

Brandi Bolden

Date

Rebecca Hernandez
Labor Relations Representative, CSEA

Date

Irene Difuntorum

Date

Jacob Miller II

Date

Rebecca Rossiter

Date

Todd Freer

Date