

**Tentative Agreement Between  
Woodland Joint Unified School District (District)  
And  
California School Employees Association and its Woodland Chapter #118 (CSEA)**

**September 27, 2023**

**This Tentative Agreement is entered into by and between the Woodland Joint Unified School District (“District”) and California School Employees Association and its Woodland Chapter #118 (“CSEA”) to settle reopener negotiations for the 2023-2024 school year. District and CSEA may referred here in as “Party” or collectively as “Parties”.**

Any issue, subject, or matter discussed by the District and CSEA during negotiations over the reopener negotiations bargaining proposals not contained in this document shall be considered withdrawn by the party presenting it.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.

NOW, THEREFORE, the Parties hereto agree as follows:

**1. Agreements Reached on Contract Articles and Related Documents**

The parties previously agreed to changes in the following articles as part of these reopener negotiations. These agreements will be added as appendices to the current contract upon ratification and Board approval and fully incorporated into the contract when a new term begins. These agreements are attached to this proposal

<b>Article or Document</b>	<b>Title</b>
6	Grievance
Appendix E (new)	Grievance Form
14	Leaves
Appendix F (new)	Absence Verification Form for Personal Necessity
26	Disciplinary Action

**2. Article 11 – Safe Working Conditions**

The Parties agree to revisions to this Article. The revisions are attached to this Tentative Agreement.

**3. Appendix G – New Article – Classified Staff Assigned to Provide Direct Support or Services and Transportation to Students in the Special Education Program.**

The Parties agree to add a new article to the contract. The new article will be added as Appendix G upon ratification and Board approval and fully incorporated into the contract when a new term begins. Appendix G is attached to this Tentative Agreement.

**4. Memorandum of Understanding (MOU) – Mandatory Training for Specific Classifications - Positive Behavior Support, Instructional Practices and De-escalation for the 2024-2025 School Year.**

The Parties agree to the MOU attached to this Tentative Agreement.

This Tentative Agreement is subject to ratification by CSEA and approval by the Board of Trustees. The Parties agree to actively support ratification and approval of this Tentative Agreement.

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT**

<small>DocuSigned by:</small> <i>Leanee Medina Estrada</i> <small>380AFB9B110A41C...</small>	10/9/2023
_____ Leanee Medina Estrada WJUSD Lead Negotiator	_____ Date

**CSEA, Chapter #118**

<small>DocuSigned by:</small> <i>Todd Freer</i> <small>9A21607E6EA042B...</small>	10/9/2023
_____ Todd Freer CSEA Lead Negotiator	_____ Date

<small>DocuSigned by:</small> <i>Joel Rogers</i> <small>DFG633341B4047B...</small>	10/10/2023
_____ Joel Rogers CSEA Labor Representative	_____ Date

<small>DocuSigned by:</small> <i>Thomas Delacey</i> <small>C660979E07FE4D6...</small>	10/10/2023
_____ Thomas Delacey	_____ Date

<small>DocuSigned by:</small> <i>Lesley Estrella</i> <small>8F33CC0AAEF845C...</small>	10/10/2023
_____ Lesley Estrella	_____ Date

<small>DocuSigned by:</small> <i>Sylvia Gutierrez</i> <small>8181A9B70A5E48C...</small>	10/10/2023
_____ Sylvia Gutierrez	_____ Date

**CSEA, Chapter #118 (continued)**

DocuSigned by:  
*Elizabeth Reiff* 10/10/2023  
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Elizabeth Reiff Date  
DocuSigned by:  
*Rebecca Rossiter* 10/10/2023  
F67891AF0AE8451...

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Rebecca Rossiter Date

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**ARTICLE 6. GRIEVANCE PROCEDURES**

**6.1 Definitions**

6.1.1 A grievance is defined as any complaint affecting a bargaining unit employee or employees involving the interpretation, application, or alleged violation of this Agreement and any side letters and/or memorandums of understanding that are signed by both parties.

6.1.2 A grievant can be a bargaining unit member, group of employees, and/or the Association.

6.1.3 The Association Representative is defined as the President, Vice-President, ~~and/or~~ Job Stewards **and/or the CSEA Labor Relations Representative**. Bargaining unit members occupying these positions shall be designated in writing to the District following the annual elections.

6.1.4 The filing of a grievance shall in no way delay or interfere with the right of the District to proceed in implementing any District action or work, except where unusual or abnormal safety hazards have been determined to exist.

**6.1.5 The bargaining unit member may, at their choosing, be represented by an authorized Association Representative at any step of the grievance procedure.**

**6.2 Purpose**

6.2.1 The purpose of this procedure is to secure equitable solutions to alleged contract violations.

**6.3 Informal Procedure**

6.3.1 Prior to submitting a formal written grievance, bargaining unit members **will meet** ~~are strongly encouraged to have a discussion with their immediate supervisor~~ **to discuss the issue. The intent of the informal meeting is to attempt** to reach resolution at the lowest possible level. ~~If no resolution is reached, a written grievance shall be submitted to the Assistant Superintendent, Human Resources or designee within twenty (20) days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.~~

~~6.3.2 The bargaining unit member may, at their choosing, be represented by an authorized representative of the Association at any step of the grievance procedure.~~

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~~6.3.3~~ **6.3.2** The written grievance shall be filed on the appropriate District grievance form. The form shall include (1) a description of the specific grounds for the grievance, (2) a listing of the provisions of the Agreement which are alleged to have been violated, and (3) a statement of the action(s) requested of the District which will resolve the grievance.

~~6.3.4~~ **6.4** Formal Level 1

~~6.3.4.1~~ **6.4.1** If no resolution is reached at the informal level, a written Level 1 grievance shall be submitted to the immediate supervisor within thirty (30) days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance. The grievance form shall be submitted to the Assistant Superintendent, Human Resources or designee by the grievant.

~~6.4.2~~ **6.4.2** The Level 1 grievance shall be filed on the appropriate District grievance form (Appendix E). The form shall include: (1) a description of the specific grounds for the grievance, (2) a listing of the provisions of the Agreement which are alleged to have been violated, and (3) a statement of the action(s) requested of the District which will resolve the grievance.

**6.4.3** Within ten (10) days after the receipt of the written grievance by the Assistant Superintendent, Human Resources or designee, the immediate supervisor shall schedule a meeting with the grievant. The supervisor shall provide the grievant, the Association and the Assistant Superintendent, Human Resources or designee a copy of their written decision within ten (10) days of the meeting.

~~6.4.3.4~~ **6.4.3.4** Within ten (10) days of the meeting, the supervisor shall provide the grievant, the CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail. A Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision, or within twenty (20) days of the Level 1 meeting if no written decision is received.

~~6.3.5~~ **6.5** Formal Level 2

~~6.3.5.1~~ **6.5.1** . A Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision, or within twenty (20) days of the Level 1 meeting if no written decision is received. The Level 2 grievance shall be filed on the appropriate District grievance form (Appendix E). Within ten (10) days after the receipt of the Level 2 written grievance by the Assistant Superintendent, Human Resources or designee, shall meet with the grievant and up to two (2) representatives of the Association, one of whom may be the Labor Relations Representative. Upon mutual agreement of the

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~~parties, additional Association Representatives may be invited to the meeting.~~

**6.3.5.2 Within ten (10) days after the receipt of the Level 2 written grievance, the Assistant Superintendent, Human Resources or designee, shall meet with the grievant and up to two (2) representatives of the Association, one of whom may be the Labor Relations Representative. Upon mutual agreement of the parties, additional Association Representatives may be invited to the meeting.**

**6.5.3** Within ten (10) days following the meeting, the Assistant Superintendent, Human Resources or designee shall submit a written decision to the grievant, **the CSEA Chapter President, and CSEA Labor Relations Representative, via electronic mail** ~~and the Association.~~

~~6.3.5.3 A Level 3 grievance may be filed within ten (10) days of receipt of the Assistant Superintendent, Human Resources or designee's written decision, or within twenty (20) days of the Level 2 meeting if no written decision is received.~~

**6.3.6 Formal Level 3**

**6.3.6.1 A Level 3 grievance may be filed within ten (10) days of receipt of the Assistant Superintendent, Human Resources or designee's written decision on the Level 2 grievance, or within twenty (20) days of the Level 2 meeting if no written decision is received. The Level 3 grievance shall be filed on the appropriate District Grievance form (Appendix E).**

**6.6.2** The District shall request that the State Mediation and Conciliation Service appoint a mediator to assist in the resolution of the grievance. It is the parties' understanding that such mediators are provided at no cost to the parties, however, if costs for the services of the mediator are charged (including but not limited to per diem expenses, travel and subsistence expenses), such costs will be borne equally by the District and the Association.

**6.3.6.23** Mediation shall be limited to one (1) day in duration. Upon mutual agreement of the parties, however, the duration of any mediation session may be extended beyond one day.

**6.3.6.43** If the grievance is not resolved through mediation in Level 3, the Association may, within ten (10) days after the conclusion of the mediation, state in writing that the grievance be submitted to binding arbitration.

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6.3.7 **Formal** Level 4

6.3.7.1 The parties shall jointly request that the California State Mediation and Conciliation Service provide a list of seven (7) names of arbitrators. The parties shall alternately strike the names of the arbitrators on the list until only one (1) remains, who shall serve as the arbitrator. The order of striking shall be determined by lot.

6.3.7.2 The arbitrator shall be without any authority to modify, change or alter the terms of this Agreement.

6.3.7.3 All costs for the services of the arbitrator, including but not limited to per diem expenses, travel and subsistence expenses, and the cost of any hearing room, shall be borne equally by the District and the Association. The proceeding shall be recorded by a certified reporter, and the cost for this service shall be borne equally by the District and the Association. All other costs shall be borne by the party incurring them.

6.3.7.4 The decision of the arbitrator shall be binding on the parties.

6.84 **Miscellaneous Provisions**

6.48.1 The Association may file a grievance at Level 2 of the grievance procedure if, in the opinion of the Association: the alleged violation involves a group of employees rather than a single employee, or if the grievant(s) have more than one (1) supervisor. In submitting such a grievance, the Association shall clearly indicate on the written grievance submitted that it is bypassing Level 1 of the grievance procedure.

6.48.2 No bargaining unit member shall suffer any reprisal for making use of any provisions of this Article.

6.48.3 The grievant shall be granted reasonable release time to prepare the initial grievance at their work site and as required to process the grievance. The grievant shall notify their immediate supervisor at least one (1) day in advance.

6.48.4 The Association Representative shall be granted reasonable release time as necessary to investigate and/or process a grievance. The representative shall notify their immediate supervisor at least one (1) day in advance of any requested release time.

6.48.5 The Association shall be provided copies of any grievance filed by bargaining unit members.

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6.4.8.6 All records concerning a bargaining unit member's grievance shall be in a file separate from the bargaining unit member's personnel file to assure confidentiality. It shall be available for inspection only by the bargaining unit member, their representative, and management/confidential employees directly involved in the grievance procedure.

6.4.7 An extension of any time limit may be made by mutual written consent of the parties.



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**APPENDIX E**

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT  
CSEA ARTICLE VI 6  
GRIEVANCE FORM**

The **written** Formal **Level 1** grievance **shall** ~~must~~ be initiated within 30 days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.

**INFORMAL LEVEL MEETING**

**SECTION 1: TO BE COMPLETED BY GRIEVANT**

Grievant's Name: \_\_\_\_\_ Site/Department: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_ Meeting Date: \_\_\_\_\_

Article of alleged violation, misinterpretation or misapplication: \_\_\_\_\_

Date of alleged violation, misinterpretation or misapplication: \_\_\_\_\_

**Cite the issue:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

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**FORMAL LEVEL 1**

**The written Formal Level 1 grievance shall be initiated within 30 days after the grievant knew or reasonably should have known about the occurrence giving rise to the grievance.**

**SECTION 1: TO BE COMPLETED BY GRIEVANT**

**Article of alleged violation, misinterpretation or misapplication:** \_\_\_\_\_

**Date of alleged violation, misinterpretation or misapplication:** \_\_\_\_\_

**Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State the Specific Remedy Desired:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name of Representative (if any):** \_\_\_\_\_

\_\_\_\_\_  
**Grievant's Signature**                      **Date**                      **CSEA Representative Signature (if applicable)**

**SECTION 2: TO BE COMPLETED BY THE IMMEDIATE SUPERVISOR**

**Date and Time Received by the Immediate Supervisor:** \_\_\_\_\_

**Meeting Date Between Grievant and Immediate Supervisor:** \_\_\_\_\_

**Immediate Supervisor's Response:**

\_\_\_\_\_  
**Immediate Supervisor's Signature**                      **Date**

**Within ten (10) days of the meeting, the supervisor shall provide the grievant, the CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail.**

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**FORMAL LEVEL 2**

**The Formal Level 2 grievance may be filed within ten (10) days of receipt of the immediate supervisor's written decision on the Level 1 grievance.**

**SECTION 1: TO BE COMPLETED BY GRIEVANT**

Article of alleged violation, misinterpretation or misapplication: \_\_\_\_\_

Date of alleged violation, misinterpretation or misapplication: \_\_\_\_\_

Statement of Grievance: (Include a clear and concise statement of the facts, the circumstances involved, including names, dates and places as appropriate.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

State the Specific Remedy Desired:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Representative (if any):

\_\_\_\_\_  
Grievant's Signature                      Date                      CSEA Representative Signature (if applicable)

**SECTION 2: TO BE COMPLETED BY ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES OR DESIGNEE**

Date and Time Received by the Assistant Superintendent of Human Resources: \_\_\_\_\_

Meeting Date Between Assistant Superintendent and Grievant: \_\_\_\_\_

Assistant Superintendent's Response:

\_\_\_\_\_

\_\_\_\_\_  
Assistant Superintendent's Signature                      Date

**Within ten (10) days of the meeting, the Assistant Superintendent, Human Resources or designee shall submit a written decision to the grievant, the CSEA Chapter President, and the CSEA Labor Representative via electronic mail.**



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**FORMAL LEVEL 4 (Arbitration)**

The Level 3 grievance form shall be attached to this form by the CSEA representative.

CSEA wishes to submit the grievance to binding arbitration.

\_\_\_\_\_  
CSEA Representative Signature

\_\_\_\_\_  
Date

Date and Time Received by the Assistant Superintendent of Human Resources: \_\_\_\_\_

\_\_\_\_\_  
Assistant Superintendent's Signature

\_\_\_\_\_  
Date

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**Directions for the Use of the Article 6  
Grievance Form**

**INFORMAL LEVEL MEETING:**

Grievant meets with immediate supervisor in an attempt to resolve issues. If issues are resolved, no further steps are necessary and no paperwork is filled out.

If issues are **not** resolved, complete the information for "Informal Level Meeting" and proceed to FORMAL LEVEL 1.

**FORMAL LEVEL 1:**

Complete the information required for FORMAL LEVEL 1 and shall include any meeting information from the INFORMAL LEVEL.

The completed form shall be submitted to the **immediate supervisor** ~~Director of Employee Relations~~ within 30 days after the grievant knew or reasonably should have known about the occurrence, giving rise to the grievance.

~~The Director of Employee Relations will provide the supervisor with a copy of the completed form. The grievant shall make a copy of the completed grievance and retain said copy for their his/her records. Within ten (10) days after receipt of the written grievance, the immediate supervisor shall schedule a meeting with the grievant, and if requested, a an authorized Association representative. of the Association in an effort to resolve the grievance within ten (10) days after receiving written notification of the grievance.~~

Following that meeting, the supervisor will provide the grievant, the **CSEA Chapter President, and the Assistant Superintendent, Human Resources or designee a copy of their written decision via electronic mail.** ~~Association and the Director of Employee Relations, with a written response to the grievance within ten (10) days following days following this meeting.~~

**FORMAL LEVEL 2:**

A Level 2 grievance may be filed within ten (10) days of the receipt of the immediate supervisor's written decision or within twenty (20) days of the Level 1 meeting if no written decision is received.

Within ten (10) days after receipt of the Level 2 grievance, the **Assistant Superintendent, Human Resources or designee** ~~Director of Employee Relations~~ shall meet with the grievant and up to two representatives of the Association **one of whom may be the Labor Relations Representative.**

The **Assistant Superintendent, Human Resources** ~~Director of Employee Relations~~ shall submit a written decision within ten (10) days following the meeting to the grievant, **the CSEA Chapter President, and CSEA Labor Relations Representative, via electronic mail.** ~~and the Association.~~

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**FORMAL LEVEL 3: (Mediation)**

A Level 3 grievance may be filed within ten (10) days of the receipt of the ~~Director's~~ **Assistant Superintendent's, Human Resources or designee's** written decision, or within twenty (20) days of the Level 2 meeting if no written decision is received.

The District shall request that the State Mediation and Conciliation Service appoint a mediator. Mediation shall be limited to one (1) day, unless extended by mutual agreement.

**FORMAL LEVEL 4: (Arbitration)**

If the grievance is not resolved through mediation in Level 3, the Association may within ten (10) days after the conclusion of mediation, state in writing that the grievance be submitted to binding arbitration.

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**ARTICLE 11. SAFE WORKING CONDITIONS**

11.1 The District ~~will~~ **shall** adhere to all applicable workplace safety requirements imposed by State or Federal law or regulations adoption under State or Federal law.

11.2 The District shall provide bargaining unit members with appropriate training to perform assigned job duties. No bargaining unit member shall be required to work under unsafe conditions. **Bargaining unit members** ~~Unsafe conditions shall be reported~~ **unsafe conditions** to their immediate supervisor **utilizing the Employee Safety Reporting Form**. 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.

11.3 District shall furnish safety equipment or materials required by applicable safety laws, ~~or regulations,~~ **and the District**.

11.4 CAL-OSHA Inspection

11.4.1 **The District shall notify the Association (sent to the CSEA Chapter President) of any CAL-OSHA inspection.** Upon request of the Association, an Association appointed bargaining unit member shall be granted release time to accompany a CAL-OSHA representative conducting an on-site inspection.

11.5 Any new **unit member** ~~employee~~ to the District or **unit member** ~~employee~~ that transfers sites will be trained on safety procedures specific to their site within the **unit member's** ~~employee's~~ first week.

11.6 Emergency Closures

11.6.1 **During closure of a work site or the District Office, because of emergency situations (such as weather conditions, power outages, lack of potable water), unit members assigned to that site may be released from work or may be reassigned to another available work site as determined by Administration. The District may require unit members to report to or remain at work on such days.**



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**ARTICLE 14. LEAVES OF ABSENCE**

**14.1 Sick Leave**

14.1.1 Bargaining unit members are entitled to utilize sick leave for absences resulting from illness or injury as set forth in this Article.

14.1.2 A bargaining unit member employed five (5) days a week accrues sick leave at the rate of one (1) day for each month of paid service. A day of sick leave pay shall be at the same rate as a regular day of work for the employee. Each pay period's accrual of sick leave shall be credited in hours, and each pay period's usage of sick leave shall be deducted in hours.

14.1.3 Upon initial employment with the District, the bargaining unit member is credited with the sick leave that would normally accrue during the first six (6) months of service. The probationary employee may request up to two (2) of these days for personal necessity as defined in 14.2. The balance of the first year's entitlement shall be credited if the bargaining unit member attains permanent status.

14.1.4 Bargaining unit members who have attained permanent status shall be credited with a year's full entitlement of earned sick leave at the beginning of each fiscal year.

14.1.5 Unused sick leave may be accumulated without limit. Sick leave does not normally accrue during periods of absence without pay.

14.1.6 Prior to the payment of sick leave pay, verification of illness or injury may be required from a licensed physician or physician's assistant if a pattern of absences or other unusual circumstances cause the District to believe that there is a question of valid grounds existing for the claimed absence. In the event the absence extends for five (5) or more consecutive days due to illness or injury, verification of illness or injury shall be required from a licensed physician. A medical release to return to work may also be required by the District.

14.1.7 Upon a bargaining unit member's separation from the District, any sick leave taken but not earned at the time of separation shall be deducted from the member's final payroll warrant.

**14.2 Personal Necessity Leave**

14.2.1 A permanent bargaining unit member may request to use up to seven (7) days of accumulated sick leave in any one (1) fiscal year **for personal necessity. This leave shall not accumulate from year to year. The use of sick leave for personal necessity is**

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**authorized** for **any one or all of** the following events **but not for each** related to personal necessity:

14.2.1.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in Bereavement Leave section;

14.2.1.2 As a result of an accident or illness involving the bargaining unit member's person or property or the person or property of a member of their immediate family;

14.2.1.3 When resulting from an appearance in any court as a litigant, or as a witness under an official order;

14.2.1.4 In the case of an emergency which is beyond the control of the bargaining unit member or for such other reasons of compelling personal importance.

14.2.1.5 **Observances of religious holidays or civil obligation which cannot be conducted before or after the workday.** ~~The use of up to seven (7) days of accumulated sick leave is authorized for any one or all of the above but not for each. If more than seven (7) days are taken in any one fiscal year for these purposes, earned vacation time or leave (without pay) shall be used.~~

**14.2.1.6 Matters pertaining to personal welfare.**

**14.2.1.7 Compelling personal matters that cannot be conducted after the work day, such as attending to a child's educational needs, appointments with professionals (attorneys, accountants, etc.), and attendance at immediate family weddings.**

**14.2.2 If more than seven (7) days are taken in any one fiscal year for these purposes, earned vacation time or leave (without pay) shall be used.**

14.2.3 ~~2~~ Personal necessity shall not include the use of such leave for any of the following:

- (a) Attendance at, or participation in functions or activities which are primarily for the bargaining unit member's pleasure, amusement or personal convenience.
- (b) The extension of holidays, vacation periods or weekends for personal convenience.
- (c) Seeking or engaging in paid employment.
- (d) Participating in Association activities and/or activities related to concerted activities or work stoppages.

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14.2.4 3 Advance notification (at least twenty-four (24) hours) to the immediate supervisor must be provided for a bargaining unit member to be eligible to use sick leave for reasons related to personal necessity. Advance notice is not required in emergency situations, **(14.2.1.1, 14.2.1.2, and 14.2.1.4 above)**, where it is not feasible for the bargaining unit member to provide such notice.

14.2.5 4 When advance notice is given prior to ten (10) days before the requested leave, the District shall provide an approval/denial response within five (5) working days of the request. In cases where more than one (1) request is received for the same period of time, priority will be given to the first request received. **The site administrator may limit the number of employees who may use personal necessity leave on any one day with the exception of the use in emergency situations.**

14.2.6 5 Prior to the payment of sick leave pay for reasons related to personal necessity, the District ~~shall~~ may require **completion of the Absence Verification Form (Appendix F)**. ~~verification of the personal necessity. The decision whether to require verification or not shall be in the sole discretion of the District.~~

14.2.7 6 A bargaining unit member, who has attained permanent status may use ~~four~~ **two** (2) ~~no-tell discretionary~~ **no-tell** days per **fiscal** year, to be deducted from personal necessity leave, without submitting the verification ordinarily required for use of a sick leave day for personal necessity. Twenty-Four (24) hours prior notification must be given to the bargaining unit member's site administrator, except in emergency situations where no advance notice is required. The site administrator ~~must approve this leave and~~ may limit the number of employees who may use this leave on any one day.

**14.3 Differential Leave**

14.3.1 Unit members who continue to be absent on account of illness or injury (whether or not the absence arises out of, or in the course of, employment), shall be eligible for up to a total of 100 working days of paid sick leave at differential pay provided the employee provides a written statement for their attending physician verifying the illness or injury. Differential pay shall be fifty percent of the unit members per diem salary. Unit members on differential leave shall be entitled to the same level of fringe benefits as if not on leave. The total period of absences for differential leave, including any catastrophic illness or injury leave, shall not exceed 100 working days. The 100 working days shall run concurrently with the unit member's regular sick leave.

This article applies to leave that begin on or after July 1, 2018.

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14.3.2 A unit member returning from differential leave shall be restored to a position within the classification to which the bargaining unit member was assigned with all the rights, benefits and burdens of a permanent bargaining unit member. If at all possible, the bargaining unit member may be assigned to the previous work location.

#### 14.4 Catastrophic Illness or Injury Leave

14.4.1 Catastrophic illness means an illness or injury that is expected to incapacitate the unit member for at least thirty (30) calendar days. Catastrophic Illness or Injury Leave is not an extension of sick leave.

14.4.2 Catastrophic Illness or Injury Leave runs concurrently with Differential Leave and provides that the bargaining unit member shall be paid at their normal rate of pay for each day of the absence.

14.4.3 Bargaining Unit Members who have a valid and approved Worker's Compensation claim are not eligible for Catastrophic Leave.

14.4.4 A permanent bargaining unit member who has exhausted all of their accrued sick leave, including current year sick leave, and continues to be absent on account of catastrophic illness or injury shall be eligible for catastrophic leave as follows:

- after one year of continuous employment - eligible for up to one month of leave
- after two years of continuous employment - eligible for up to two months of leave
- after three years of continuous employment - eligible for up to three months of leave
- after four years of continuous employment - eligible for up to four months of leave
- after five years of continuous employment - eligible for up to five months of leave

14.4.5 The bargaining unit member shall request the catastrophic leave on a District Form accompanied with a physician's statement certifying eligibility. The application shall be reviewed by a committee consisting of two (2) Association representatives and two (2) District representatives. The Director, Operations shall serve as the chairperson and shall facilitate the work of the committee. The Director, Operations shall vote only in the case of a tie vote by the committee. The committee shall establish guidelines for determining the eligibility and approval process for the catastrophic leave. The committee shall provide its recommendation to the Assistant Superintendent, Human Resources or designee who shall take "such" recommendation to the Governing Board whose decision shall be final. The Committee or the District may require an independent medical examination by a licensed physician selected by the District at District expense.

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14.4.6 The maximum amount of leave that may be used at any one time is five (5) months and runs concurrently with Differential Leave. This leave does not accumulate from year to year. A new application and review shall be required for each catastrophic Illness or Injury Leave request.

14.5 Additional Leave for Nonindustrial Accident or Illness

14.5.1 A permanent bargaining unit member who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of nonindustrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six months. The employee shall be notified, in writing, that available paid leave has been exhausted, and shall be offered an opportunity to request additional leave. The Board may renew the leave of absence, paid or unpaid, for two additional six-month periods or lesser leave periods that it may provide but not to exceed a total of 18 months.

14.6 39-Month Rehire List

14.6.1 If a bargaining unit member is unable to assume the duties of their position upon exhaustion of all available leaves, the bargaining unit member shall then be placed on a reemployment list for thirty-nine (39) months.

14.6.2 When the bargaining unit member is released for full work or reduced hours without accommodations during the thirty-nine (39) months and the bargaining unit member is able to assume the duties of their position, the bargaining unit member shall provide the District, in writing, appropriate verification of their availability to be reemployed.

14.6.3 Upon receipt of appropriate written verification, the bargaining unit member shall be reemployed in the job classification of the bargaining unit member's previous assignment in the first vacancy in any classification for which the bargaining unit member is qualified. Such reemployment will take precedence over all other applicants except for those laid off for lack of work or lack of funds, in which case the bargaining unit member shall be ranked according to seniority. Upon resumption of the bargaining unit member's duties the break in service will be disregarded and the bargaining unit member will be fully restored to permanent status.

14.7 Family and Medical Leave

14.7.1 The District will abide by all provisions of the federal and state Family and Medical Leave Laws. A bargaining unit member shall be entitled to up to twelve (12) weeks of such Family Medical Leave per 12-month period measured forward from the date an employee's

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first family leave begins. Upon approval, this leave shall be available for use by the bargaining unit member for the reasons allowed by the law **and shall run concurrently with other eligible leave available under federal and/or state leave laws.**

14.7.1.1 During such 12 week period, health and welfare benefits shall continue to be provided to the bargaining unit member in the same manner as if they were performing their regularly assigned duty.

14.7.1.2 All legal eligibility requirements for entitlement to such leave shall apply, with the following two expansions of the federal law minimums.

14.7.1.2.1 A bargaining unit member who has been employed for at least twelve (12) months AND who has been in a paid status for at least nine hundred (900) hours during the previous twelve (12) months immediately preceding the commencement of leave is eligible for such leave.

14.7.1.2.2 The leave shall be available for a unit member to care for a seriously ill member of their immediate family who is not a parent, child or spouse of the unit member but who is living in the household of the bargaining unit member and who is a legal dependent (for federal income tax purposes) of the bargaining unit member.

**14.87.2 New Child Leave**

~~14.7.28.1~~ Upon written request, a **A** bargaining unit member upon the birth or adoption of a child will be entitled to up to three (3) days of leave with pay upon the birth, ~~or adoption,~~ **or foster placement** of a child **or pregnancy-related medical condition.** ~~The~~ **for a bargaining unit member must provide the District a written statement by the unit member's attending medical professional, or foster/adoption documentation.** ~~who is a natural or adoptive parent.~~ Such leave shall run concurrently with any leave available under federal and/or state Family and Medical Leave laws. However, in cases of disability arising out of pregnancy or childbirth, other leaves of absence shall also be available, as provided by statute and/or contract.

~~14.7.2.2~~ To receive such leave with pay, the bargaining unit member may be required to provide verification of the birth or adoption.

~~14.87.2.3~~ Upon request, an additional leave of absence may be granted by the Governing Board upon the birth or adoption of a child. Such leave shall be without pay and without benefits and shall run concurrently with any leave available under federal and/or state Family and Medical Leave Laws.

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**14.9. Paid Parental Leave**

**14.9.1 The District shall abide by provisions in the law regarding paid parental leave (Education Code 45196.1). The law allows eligible bargaining unit members to use up to 12 work weeks of sick leave after the birth of a child or placement of a child with an employee in connection with the adoption or foster care of the child by the employee.**

**14.9.2 Unit members accessing parental leave under this section shall first utilize paid leave provided by 14.7.2.1 and may then use sick leave for the remainder of their leave period.**

**14.9.3 The District will abide by provisions in the law regarding coordination of this leave with other allowable leaves.**

**14.107.3 Family Care Leave**

**14.107.3.1 ~~With~~ Upon written request, advance notification to their immediate supervisor (at least twenty-four (24) hours), except in cases of emergency (where the unit member notifies the supervisor as soon as possible), permanent bargaining unit members may request** the District will provide up to five (5) days of leave with pay in any fiscal year for a bargaining unit member to care for a member's spouse, registered domestic partner, parent, child (as defined under FMLA), or a member of their immediate family who is living in the member's household and who is a legal dependent (for federal income tax purposes) of the bargaining unit member. **Advance notice is not required in emergency situations where it is not feasible for the bargaining unit member to provide such notice.** Such leave is not cumulative and shall run concurrently with any leave available under federal and/or state Family and Medical Leave laws.

**14.710.3.2** To receive such leave with pay, the bargaining unit member may be required to provide verification of the illness of the family member.

**14.811 Bereavement Leave**

**14.118.1** A bargaining unit member shall be granted a leave with full pay not to exceed a maximum of five (5) work days in the event of the death of a member of the immediate family of the bargaining unit member. **Such leave is available for use within nine (9) months after the date of the event.**

**14.118.2** In addition, a bargaining unit member may request bereavement leave with pay for up to five (5) work days upon the death of a member of the family of a bargaining unit

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member who is not included in the unit member's "immediate family." Such request will be considered by the Governing Board, which has the discretion to grant or deny the requested leave.

14.811.3 Upon request of the bargaining unit member, two (2) additional days of leave with pay may be granted for travel time where the Assistant Superintendent, Human Resources or designee deems that such additional leave is appropriate in the circumstances. **Bargaining unit members may also use personal necessity leave in accordance with 14.2.1.1 if additional days are needed.**

~~14.811.4 To receive such leave with pay, t~~The bargaining unit member **shall notify the immediate supervisor as soon as possible of the expected duration of the absence by phone or email**~~must submit notice, and may be required to provide verification of the death of the family member.~~

14.811.5 This leave can be applied for retroactively, as long as the request for such leave is provided within ten working days of the last day of the leave.

**14.912** Industrial Accident and Illness Leave

14.129.1 A bargaining unit member who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers Compensation Insurance Law, shall be granted paid industrial accident and illness leave for such accident or illness, as set forth below.

14.912.1.1 Such leave will begin on the first day of absence and shall continue for up to sixty (60) working days in any one (1) fiscal year for the same accident.

14.912.1.2 Such leave shall not accumulate from year to year.

14.129.1.3 Payment for wages lost on any day shall not, when added to an award paid as a result of workers' compensation benefits, exceed the normal wage of the employee for the day.

14.129.1.4 Such leave will be reduced by one day for each day of authorized absence, regardless of whether a compensation award is made under workers' compensation.

14.912.1.5 Such leave shall be limited to sixty (60) days for a single industrial injury or illness, even where the leave period overlaps from the end of one fiscal year into the beginning of a new fiscal year.



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14.9~~12~~.2 When entitlement to industrial accident or illness leave has been exhausted, entitlement to other available sick leave may then be used.

14.~~129~~.2.1 Any time a bargaining unit member is receiving workers' compensation benefits, the bargaining unit member shall be entitled to use only so much of the bargaining unit member's accumulated or available sick leave, vacation or other available leave, which, when added to the workers' compensation award, will provide for up to a full day's wage. This shall be accomplished by the unit member endorsing to the District the benefit checks received through workers' compensation. The District, in turn, will issue the appropriate pay checks, less ordinary deductions.

14.9~~12~~.3 During such leave the bargaining unit member may return to the bargaining unit member's position without suffering any loss of status or benefits. The District may require a physician's authorization to return to work prior to reinstatement.

14.~~129~~.4 Periods of paid or unpaid leave of absence due to industrial illness or injury shall not be considered a break in service of the bargaining unit member.

14.~~129~~.5 When all available leaves of absence, paid or unpaid, have been exhausted and the bargaining unit member is not medically able to assume the duties of the bargaining unit member's position refer to section 14.6.

14.~~129~~.6 A bargaining unit member who has been placed on a reemployment list as provided in this section, and who has been medically released to return to duty and who fails to accept an appropriate, offered assignment, shall be dismissed from employment and removed from the reemployment list.

14.9~~12~~.7 Any bargaining unit member receiving benefits under this section shall remain within the State of California during the time while such benefits are being received, unless the Governing Board authorizes in advance out of state travel.

14.13 ~~0~~ Educational and Organizational Leaves

14.~~10~~~~12~~.1 At the request of a bargaining unit member, the member may, with the approval of the Governing Board, be granted a leave of absence, not to exceed one (1) year, for the following purposes:

14.~~10~~~~13~~.1.1 To attend regularly or specially scheduled classes, workshops, field trips, etc. offered or sponsored by industrial concerns or accredited colleges or universities, or

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14.40~~13~~.1.2 To attend meetings, conventions or conferences of associations, or

14.40~~13~~.1.3 To visit other school districts to observe work practices there and improve job-related skills.

14.40~~13~~.2 The District shall have discretion to determine the number of days and the amount of compensation, if any, allowable for such request.

14.14 4 Military Leave

14.144 .1 Upon request and with approval by the Human Resources Office, a bargaining unit member may be granted a military leave with pay.

14.144 .2 In order to qualify for any leave under this section, a bargaining unit member must notify the Assistant Superintendent, Human Resources or designee of the need for leave as soon as the bargaining unit member becomes aware of the need for such leave.

14.144 .3 If the leave is for a period of six (6) months or less, the bargaining unit member shall receive their regular pay, up to one month's pay, per fiscal year and shall continue to accrue vacation, sick leave, and credit towards step increments.

14.144.4 If the requested military leave is to exceed six (6) months, the bargaining unit member must have a minimum of one (1) year service with the District in order to qualify for such leave. For leaves in excess of six (6) months, the bargaining unit member shall receive one (1) month's salary, per fiscal year, but shall not receive any sick leave or vacation for the period of the bargaining unit member's military service, but shall earn credit toward salary increments and toward increased vacation accrual rates.

14.144.5 The bargaining unit member on military leave shall be required to report for work in the District within six (6) months after such leave has expired in order to claim any reemployment rights.

14.125 Personal Leave

14.125.1 Any permanent bargaining unit member may request in writing an unpaid leave of absence for personal reasons for a period of no less than 4 months and up to twelve (12) months. In order to be granted such leave, the request must be submitted by the bargaining unit member to the member's immediate supervisor or department head at least two (2) weeks in advance, except in cases of emergency. If the immediate supervisor or department head approves the request, the Assistant Superintendent, Human Resources or designee will review and submit the request to the Governing Board for final decision.

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14.12~~5~~.2            Such leave will be without pay and without benefits. However, during such leave, the bargaining unit member shall have the right to continue coverage for group health insurance if the bargaining unit member pays in advance the full premiums due for such insurance.

14.12~~5~~.3            No time in service shall accrue during such leave.

14.13~~6~~    Jury Duty Leave

14.13~~6~~.1            A bargaining unit member who has been officially summoned to jury duty and who is actually required to report to jury duty, shall be granted one day's paid leave for each day of such duty upon receipt of valid verification from the court where service was rendered.

14.13~~6~~.2            During such service, the bargaining unit member must return to the District the amount of jury fees, if any, paid to the bargaining unit member by the court. The bargaining unit member need not return to the District any transportation or parking expenses reimbursed by the court. Where the jury summons is for a court outside of the Woodland City Limits and the bargaining unit member is required to remain on jury duty past the lunch period, the bargaining unit member shall be allowed to deduct their reasonable lunch expenses from the jury fees returned to the District upon presenting valid meal receipt(s).

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**APPENDIX F**

**Woodland Joint Unified School District**

**Absence Verification Form for Personal Necessity**

**Please submit completed form to Human Resources**

Employee Name:	
Site:	Job Title:

**Under Article 14.2.3 of the CSEA Contract, *advance notification* (at least twenty-four (24) hours) to the immediate supervisor must be provided for a classified employee to be eligible to use personal necessity leave for Reasons #3, #5, #6, #7, and #8 listed below, unless it is an emergency. Advance notice is not required for Reasons #1, #2, and #4 listed below).**

**Instructions:**

**This form is used by the employee to verify the reasons for the use of Personal Necessity (PN)**

***Advance notification* is made by reporting the absence in Frontline.**

**This form is to be completed by the employee to verify the use of Personal Necessity (PN).**

**Please note that PN is deducted from available sick leave.**

<b>Date(s) of Absence:</b>	
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Select appropriate reasons:

- 1. Death of a member of the employee's immediate family when additional leave is required beyond that provided in Bereavement Leave section. (Advance notice when feasible.)
- 2. Accident or illness involving the bargaining unit member's person or property or the person or property of a member of their immediate family. (Advance notice when feasible)

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- 3. Appearance in any court as a litigant, or as a witness under an official order.(Advanced notice required.)
- 4. Emergency which is beyond the control of the bargaining unit member or for such other reasons of compelling personal importance. (Advance notice when feasible.)
- 5. Observances of religious holidays or civil obligations which cannot be conducted before or after the workday. (Advance notice required.)
- 6. Matters pertaining to personal welfare. (Advanced notice required.)
- 7. Compelling personal matters that cannot be conducted after the work day, such as attending to a child's educational needs, appointments with professionals (attorneys, accountants, etc.), and attendance at immediate family weddings. (Advanced notice required.)
- 8. Personal necessity without verification ("**No-tell**" days). **Employees who have attained permanent status** may use up to 4 of the 7 days of personal necessity per year, provided sick leave is available). 24-hours prior notification required. Site administrator may limit the number of employee who may use this leave on any one day.

<b>Signature:</b>	
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**ARTICLE 26. DISCIPLINARY ACTION**

**26.1 General Provisions**

26.1.1 For purposes of this Article, the term “discipline” includes any action whereby a bargaining unit member is deprived of any classification or any incident of any classification in which they have permanence, including dismissal, suspension, and involuntary demotion. The term “discipline” specifically does not include: a layoff for lack of work or lack of funds; directives; and, the implementation of other articles in this Agreement.

26.1.2 The District is committed to principles of fair, reasonable and progressive discipline. Progressive steps to discipline can include but are not limited to: Verbal warnings, written warnings, unsatisfactory evaluations and letters of reprimands. The parties recognize that discipline should be administered based on the seriousness of the offense and more serious offenses (offenses that produce reliable evidence upon which the District believes that the unit member’s conduct may constitute a hazard or clear possibility of a hazard to student(s), other unit member(s), or property, or involve dishonest, insubordinate, or gross misconduct) warrant more serious disciplinary action that may not include progressive procedures that would normally precede the disciplinary action outlined in this article.

26.1.3 Discipline shall be imposed upon permanent bargaining unit members only for just cause, pursuant to this Article or pursuant to pertinent law, or as otherwise necessary as determined by the District. Permanent bargaining unit members shall not have their property rights deprived until the District has complied with established due process standards as set forth below. For purposes of this Article, property rights shall mean any discipline which is greater than five (5) days suspension without pay.

26.1.4 Except as otherwise provided for by law, no disciplinary action will be initiated for any cause alleged to have arisen prior to the bargaining unit member becoming permanent nor for any cause alleged to have arisen more than two (2) years preceding the date the District files the written notice of disciplinary action provided for in section 26.2.1 of this Article.

26.1.5 A bargaining unit member may be placed on Administrative Leave with pay for a reasonable period of time pending investigation. **The District shall provide written notice to the CSEA President, Labor Relations Representative, and the unit member at the time of placement on Administrative Leave with pay.**

26.1.6 One or more of the causes set forth below may be grounds for discipline:

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26.1.6.1 Incompetency or inefficiency in the performance of duties.

26.1.6.2 Insubordination or willful disobedience.

26.1.6.3 Carelessness or negligence in the performance of duties or in the care of District property, or the misuse of District property.

26.1.6.4 Discourteous treatment, abusive or threatening language, gestures or conduct toward other employees, students or the public.

26.1.6.5 Dishonesty.

26.1.6.6 Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon the employees associated with them. Bringing intoxicants (alcoholic beverages or controlled substances such as street drugs) on to District property or premises; transporting intoxicants in District vehicles; consuming, buying or selling, offering to buy or offering to sell intoxicants while on the job, or while on District property, premises or in District vehicles; and/or reporting to work under the influence of intoxicants.

26.1.6.7 Persistent [three (3) or more] violations of applicable District rules or policies.

26.1.6.8 Conviction of a felony, conviction of any sex offense or controlled substance offense made relevant by provisions of law, which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, deemed to be a conviction for this purpose.

26.1.6.9 Knowingly falsifying any information supplied to the District, including but not limited to information supplied on application forms, employment records, or any other District records.

26.1.6.10 "No call, no show" (failure to report to work and notify immediate supervisor of absence and reason for absence).

26.1.6.11 Abandonment of position (failure to report to work and notify immediate supervisor of absence and reason for absence for three (3) or more consecutive work days).

26.1.6.12 Advocacy of overthrow of Federal, State or local government by force, violence or other unlawful means.

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26.1.6.13 **Abuse, inappropriate use of leave,** ~~Absenteeism~~ or absence without leave.

26.1.6.14 Violation of District policies addressing discrimination, including prohibited harassment (sexual harassment, racial harassment, etc.) ~~as provided in Article 26 of this Agreement.~~

26.1.6.15 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.

26.1.6.16 Refusal to take or subscribe any oath or affirmation which is required by law or Board policy in connection with their employment.

26.1.6.17 Improper partisan political activity during duty hours.

26.1.6.18 Any other school-related reason that constitutes a danger to the safety, health, welfare or property of the District, a school, students, other employees, parents of students or school visitors.

26.2 Procedure

26.2.1 Notice of Proposed Disciplinary Action

26.2.1.1 Prior to the disciplinary action being taken, the administrator/supervisor shall serve the employee personally or by certified mail (return receipt requested) with a Notice of Proposed Disciplinary action. The Notice of Proposed Disciplinary ~~a~~**Action shall contain, in ordinary and concise language, the following:**

26.2.1.2 A statement of the nature of the proposed disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal) and any and all material upon which the action is based.

26.2.1.3 A statement of the cause or causes for the proposed disciplinary action, as set forth above.

26.2.1.4 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

26.2.1.5 A statement giving the employee at least seven (7) ~~calendar~~ days in which to arrange a Skelly hearing and/or furnish written information concerning the charges to the



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Superintendent or designee (who shall not be the person who initiated the charges, ~~or~~ anyone subordinate to that person, **and who shall be impartial and uninvolved in the charges**) who shall be known as the Skelly officer.

26.2.2 Notice of Disciplinary Action

26.2.2.1 The Skelly officer shall provide a written decision as to whether the charges are to be upheld, the recommended discipline reduced, or the charges dropped. **To uphold the charges, the Skelly officer must determine that the employer demonstrated by a preponderance of the evidence that the employee engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the District's policies or regulations (to address SB 2413 revision to Education Code section 45113(f)(1)).** A copy of the Skelly officer's written decision shall be sent to the employee and the employee's exclusive representative personally or by certified mail (return receipt requested) with a Notice of Disciplinary a**Action**. The Notice **of Disciplinary Action** shall contain:

26.2.2.2 A statement of the nature of the disciplinary action (suspension without pay, demotion, reduction of pay step in class, or dismissal), including the effective date and any and all material upon which the action is based.

26.2.2.3 A statement of the cause or causes for the disciplinary action, as set forth above.

26.2.2.4 A statement of the specific acts or omissions upon which the causes are based. If a violation of rule, policy, or regulation of the District is alleged, the rule, policy, or regulation violated shall be stated in the recommendation.

26.2.2.5 A statement of the employee's right to appeal the recommendation and the manner and time within which the appeal must be filed.

26.2.2.6 A card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

26.2.3 Right to Appeal

26.2.3.1 Not more than seven (7) ~~calendar~~ 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. **The signing and filing of 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,

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but must be ~~received~~ or postmarked not later than the time limit specified herein.

26.2.3.2 If the employee fails to file a Notice of Appeal within the time specified in these rules, they shall be deemed to have waived their right to appeal and the Board may act on the recommendation as submitted.

26.2.4 Amended/Supplemental Charges

26.2.4.1 At any time before an employee's appeal is finally submitted to the Board or to a hearing officer for a decision, the complainant may serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action.

26.2.4.2 If the amended or supplemental recommendation presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare their defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegation may be made orally at the hearing and shall be noted on the record.

26.2.5 Hearing Procedures

26.2.5.1 The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the hearing officer and the availability of counsel and witnesses. The parties shall be notified of the time and place of the hearing. The employee shall be entitled to appear personally, produce evidence, and have counsel. The employee shall be entitled to a public hearing if they demand it when the Board is hearing the appeal. The complainant may also be represented by counsel. The procedure entitled "Administrative Adjudication" commencing with Government Code 11500 shall not apply to any such hearing before the hearing officer. Neither the Board nor the hearing officer shall be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made or approved by the hearing officer, law judge or the Board.

26.2.5.2 All hearings shall be heard by a hearing officer (who shall be an attorney licensed in the State of California) selected by the parties alternately striking names from a list of at least five (5) arbitrators provided by the State Mediation and Conciliation Service.

26.2.5.3 The hearing officer shall prepare a proposed decision in a form that may be adopted by the Board as the decision in the case. A copy of the proposed decision shall be received and filed by the Board and furnished to each party within ten (10) days after the proposed decision is filed by the Board. The Board may:

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- (a) Adopt the proposed decision in its entirety.
- (b) Reduce the disciplinary action set forth in the proposed decision and adopt the balance of the proposed decision.
- (c) Reject a proposed reduction in disciplinary action, approve the disciplinary action sought by the complainant or any lesser penalty, and adopt the balance of the proposed decision.
- (d) Reject the proposed decision in its entirety.

26.2.5.4 If the Board rejects the proposed decision in its entirety, each party shall be notified of such action and the Board may decide the case upon the record including the transcript, with or without the taking of additional evidence, or may refer the case to the same or another hearing officer to take additional evidence. If the case is so assigned to a hearing officer, they shall prepare a proposed decision, as provided in “c” above, upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of this proposed decision shall be furnished to each party within ten (10) days after the proposed decision is filed by the Board.

26.2.5.5 In arriving at a decision or a proposed decision on the propriety of the proposed personnel action, the Board or the hearing officer may consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records that were contained in the employee’s personnel files and introduced into evidence at the hearing.

26.2.6 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 **and** ~~or~~ their designated representative personally or by certified mail (return receipt requested). The decision of the Board shall be final.

**Tentative Agreement**

**9/27/23**

**New Language**

Delete

<sup>DS</sup>  


**CSEA**

<sup>DS</sup>  


**WJUSD**

**The District and CSEA agree to add a new article to the contract. The new Article will be added as Appendix G upon ratification and Board approval and fully incorporated into the contract when a new term begins.**

**APPENDIX G**

**NEW ARTICLE (# TBD)**

**Classified Staff Assigned to Provide Direct Support or Services and Transportation to Students in the Special Education Program**

#.1. Paraprofessionals assigned to directly support students in special education programs shall receive a copy of the Individualized Education Plan (IEP) at a glance and/or a copy of the Behavior Intervention Plan (BIP) on file prior to the start of the school year for the purpose of informing the employee of the appropriate methods of support relevant to the student(s).

#.1.1 Should the student's BIP be revised during the school year, the Paraprofessional shall receive a copy of the finalized updated BIP.

#.2 Bus Drivers and Bus Attendants assigned to directly support students in special education programs shall receive a copy of the Individualized Education Plan (IEP) at a glance and/or a copy of the Behavior Intervention Plan (BIP) on file prior to the start of the school year for the purpose of informing the employee of the appropriate methods of support relevant to the student(s). A copy of the IEP and BIP will be provided to the Director of Transportation and shared with the appropriate Bus Driver and/or Bus Attendant assigned to support the student.

#.2.1 Should a plan be developed and finalized that is specific to supporting the student while provided with transportation services, the Transportation Department shall receive a copy of the plan.

#.2.1.1 The Transportation Department will be provided with a copy of a student's summary or modified health plan when the plan addresses medical needs while provided with transportation services.

**Tentative Agreement**

**9/27/23**

**New Language**

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**WJUSD**

#.3 The classifications covered by this section shall be provided with the relevant PPE necessary to provide supports for students when required by the IEP, BIP or health plan.

#.4 Any information received by a bargaining unit member pursuant to this section shall be received and maintained in confidence is for the limited purposes of providing appropriate supports to students. The information shall not be further disseminated to any other individuals.

**Memorandum of Understanding  
Between  
Woodland Joint Unified School District (District)  
and the  
California School Employees Association and its Woodland Chapter #118 (CSEA)**

**Mandatory Training for Specific Classifications  
Positive Behavior Supports, Instructional Practices, and De-escalation  
for the 2024-2025 School Year**

As part of the Tentative Agreement for the 2023-2024 reopener negotiations, the District and CSEA agree to the following:

Relevant professional development for classified staff strengthens their skills in supporting student and employee safety. Safety of both students and staff is a priority of the District and CSEA.

The District proposes to add mandatory training in the 2024-2025 school year, relevant to specific classifications, in the areas of positive behavior supports, instructional practices and de-escalation. The details of the training are as follows:

Classification Title	# of Days and Topics
Paraprofessional II (Special Education)	2 days (in addition to the +1 day) Instructional Practices De-escalation Positive Behavior Supports
Paraprofessional I	2 days (in addition to the +1 day) Instructional Practices De-escalation Positive Behavior Supports
Bus Attendants	1 day (in addition to the +1) De-escalation Positive Behavior Supports
Campus Safety Coordinators and Lead Campus Safety Coordinators	1 day (in addition to the +1) De-escalation Positive Behavior Supports
Office Coordinators and Front Office School Site Clerical Staff	1 day (to be provided on a non-student day of the work calendars for these positions) De-escalation Positive Behavior Supports

Bus Drivers will be provided De-escalation and Positive Behavior Support training during their work days prior to the start of the school year.

The District will meet with the CSEA negotiations team to confirm dates and times for these trainings by May 31, 2024. Should a training be scheduled on a non-work day, the

classifications required to attend that day shall be paid for the hours they attend excluding breaks, and lunch break, at their regular hourly rate for their positions. This time shall be paid on a time sheet. Should an employee be unable to attend an entire scheduled full day or an entire scheduled partial day, the employee will notify their supervisor in advance of their inability to attend.

This MOU will expire on June 30, 2025. The terms and conditions of this agreement are not precedent setting.

Signatures:

**WOODLAND JOINT UNIFIED SCHOOL DISTRICT**

<small>DocuSigned by:</small> <i>Leanee Medina Estrada</i>	10/9/2023
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Leanee Medina Estrada	Date
WJUSD Lead Negotiator	

**CSEA, Chapter #118**

<small>DocuSigned by:</small> <i>Todd Freer</i>	10/9/2023
<hr/> <small>9A21607E6EA042B...</small>	<hr/>
Todd Freer	Date
CSEA Lead Negotiator	

<small>DocuSigned by:</small> <i>Joel Rogers</i>	10/10/2023
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Joel Rogers	Date
CSEA Labor Representative	