COMPREHENSIVE PACKAGE PROPOSAL

Tentative Agreement
Between
Elk Grove Unified School District
and
Elk Grove Education Association
2024-2025 and 2025-2026

April 18, 2025

This is a Tentative Agreement ("Agreement") between Elk Grove Unified School District ("District") and the Elk Grove Education Association ("EGEA"), together referred to in this Agreement as "the Parties," regarding negotiations for the 2024-2025 and 2025-2026 school years.

Recitals

WHEREAS, the Parties wish to enter into this Tentative Agreement to memorialize the Parties' agreements regarding the full completion of and implementation of the 2024-2025 and the 2025-2026 school years negotiations.

Now, therefore, the Parties agree as follows:

Agreement

- 1. The Parties agree that the above recitals are correct.
- 2. 2024-2025 School Year.
- a. 2024-2025 Salary Schedule Ongoing Increase.

Effective retroactive to July 1, 2024, Two Thousand, Five Hundred, and Fifty Dollars (\$2,550) shall be added to each cell on the EGEA salary schedules consistent with the attached 2024-2025 #8, #10, and #11 certificated salary schedules. (Attachment A)

- b. 2024-2025 Step 22 Ongoing Increase. In addition, effective retroactive to July 1, 2024, the District shall also add one percent (1%) to Step 22 of the EGEA salary schedule #10 and #11 and to Step 15 of the EGEA salary schedule #8. (Attachment A)
- c. <u>Adult Education</u>. Effective retroactive to July 1, 2024, three percent (3%) shall be added to the 2024-2025 EGEA salary schedule consistent with the attached 2024-2025 #9 certificated salary schedule. (Attachment A)
- d. <u>Reallocation of 1% of Salary-EGBERT Contribution.</u> Effective July 1, 2025, the Parties agree that one percent (1%) of the current two percent (2%) of annual base salaries, allocated on behalf of EGEA unit members to the Elk Grove Benefits Employee Retirement



Trust (EGBERT) by the District, will be reallocated to support the 2024-2025 salary schedule increases outlined in Section 2(a), 2(b), and 2(c). Effective July 1, 2025, benefit eligible unit members shall contribute on their own behalf this one percent (1%) of the annual base salary each school year to EGBERT.

e. The 2024-2025 salary schedule retroactive increase described in this Section 2 shall be applied to the base 2024-2025 salary earned and shall not apply to variable, stipend, and/or timesheet compensation. This 2024-2025 salary schedule retroactive increase shall be paid in June 2025.

3. 2025-2026 School Year.

The following compensation increase for the 2025-2026 school year includes a minimum of a two percent (2%) one-time, off schedule increase, and if contingency provisions are satisfied, a maximum three (3%) percent ongoing increase to the 2024-2025 base salary schedule.

A. One-Time Compensation for 2025-2026 School Year, First 1%.

Effective to July 1, 2025, for the 2025-2026 school year, each 1.0 full time equivalent (FTE) EGEA unit member shall receive a one percent (1%) allocation for the 2025-2026 school year, based on their base salary for the 2025-2026 school year, as a one-time, off-schedule payment that will be issued by the District to each bargaining unit member.

This one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. To be eligible for this one-time, off schedule salary compensation allocation, the unit member must be in paid status on September 30, 2025.

This one-time, off schedule compensation allocation shall be calculated based on the EGEA unit members base salary consistent with the unit members' applicable July 1, 2025 salary schedule step and column placement consistent with Section 19.602 of the collective bargaining agreement. This calculation shall not be based on additional compensation factors.

The Parties agree that this 1% one-time payment shall not apply to base compensation for assignments that are greater than 1.0 FTE. For example, 1.2 FTE overload positions shall not receive the 1% one-time payment on the .2 FTE portion of their assignment.

a. <u>First Contingency for Ongoing Increase for 2025-2026 School Year of 1% Based on 2025-2026 Enacted Budget-Revenue Contingency.</u>

Effective retroactive to July 1, 2025, if the enacted state 2025-2026 budget, includes the following:

 a State funded (including any deficit factor) ongoing, unrestricted, discretionary, new general fund-Local Control Funding Formula (LCFF) Cost of Living Adjustment (COLA) for the 2025-2026 school year that is equal to or greater than a two and one tenths percent (2.1%) COLA, and



- if the District continues to receive additional ongoing Transitional Kindergarten (TK) funding and
- if the District receives the full 2025-2026 Student Support and Professional Development Discretionary Block Grant; then section 3(A)(b) of this Agreement shall be implemented.

b. 2025-2026 Contingency Conversion to Ongoing, First 1%.

Effective retroactive to July 1, 2025, if the revenue contingencies included in Section 3(A)(a), titled 2025-2026 Revenue Contingencies, are satisfied, then the one time off-the-schedule 2025-2026 one percent (1%) increase, described in Section 3 of this Agreement for the 2025-2026 school year, shall be null and void, and instead, such value shall be converted effective retroactive to July 1, 2025, to an ongoing one percent (1%) increase to each cell on the following 2024-2025 EGEA Salary Schedules #8, #9, #10, and #11 on an ongoing basis, consistent with the Attachment B 2025-2026 Contingency Salary Schedule 3(A)(b). If the contingency factors needed for conversion to an ongoing increase for 2025-2026 are not achieved, Section 3(A)(a) and (b) shall not be implemented.

This contingency 2025-2026 ongoing increase shall not be allocated to stipends, Adjunct Duty salary schedule #17, and the voluntary hourly rate.

B. One-Time Compensation for 2025-2026 School Year, Second 1%.

Effective to July 1, 2025, for the 2025-2026 school year, each 1.0 full time equivalent (FTE) EGEA unit member shall receive a second one percent (1%) allocation for the 2025-2026 school year, based on the 2024-2025 salary schedules (#8, #9, #10, and #11) and the unit members 2025-2026 step and column placement, as a one-time, off-schedule payment that will be issued by the District to each bargaining unit member.

This one-time, off schedule compensation allocation will be prorated for part-time, part-year status bargaining unit members. To be eligible for this one-time, off schedule salary compensation allocation, the unit member must be in paid status on September 30, 2025.

This one-time, off schedule compensation allocation shall be calculated based on the EGEA unit members' base salary consistent with the unit members' applicable July 1, 2025 salary schedule step and column placement consistent with Section 19.602 of the collective bargaining agreement. This calculation shall not be based on additional compensation factors.

The Parties agree that this one percent (1%) one-time payment shall not apply to base compensation for assignments that are greater than 1.0 FTE. For example, 1.2 FTE overload positions shall not receive the one (1%) one-time payment on the .2 FTE portion of their assignment.



a. 2025-2026 Contingency Conversion to Ongoing, Second 1%: Revenue and Expenditure Contingencies.

Effective retroactive to July 1, 2025, if the District's First Interim Budget in December 2025, includes all of the following:

- all of the contingency provisions included in Sections 3(A)(a) and (b),
 and
- if student enrollment increases as compared to the 2024-2025 school year by at minimum an additional 350 students, and
- if the District maintains a minimum of a 62.5% Unduplicated Pupil Count (UPC) for the 2025-2026 school year, and
- if the District maintains a 2025-2026 Average Daily Attendance (ADA) rate of 94%, and
- if the District is able, for the 2025-2026 school year as compared to the 2024-2025 school year, to reduce general fund expenditures for Nonpublic Agency (NPA) contracts resulting in net savings, after backfill employment of District employees, of Seven Million and Five Hundred Thousand Dollars (\$7,500,000), and
- to reduce the District operating costs under the following Budget Code Ranges: 4000s, 5000s, and 6000s, within District Departments, by Two Million Dollars (\$2,000,000).

b. 2025-2026 Contingency Conversion to Ongoing Implementation, Second 1%.

Effective retroactive to July 1, 2025, if both the revenue and expenditure contingencies in Section B(a) are satisfied, then the one time off-the-schedule 2025-2026 one percent (1%) increase, described in Section 3 of this Agreement for the 2025-2026 school year, shall be null and void, and instead, such value shall be converted effective retroactive to July 1, 2025, to an ongoing one percent (1%) increase to each cell on the following 2024-2025 EGEA Salary Schedules #8, #9, #10, and #11 on an ongoing basis, consistent with Attachment C 2025-2026 Contingency Salary Schedule 3(B)(a) and (b). If the contingency factors needed for conversion to an ongoing increase for 2025-2026 are not achieved, Section 3(B)(a) and 3(B)(b) shall not be implemented.

This contingency 2025-2026 ongoing increase shall not be allocated to stipends, Adjunct Duty salary schedule #17, and the voluntary hourly rate.

C. Revenue Contingency for Ongoing Increase for 2025-2026 School Year of an Additional 1%.

Effective retroactive to July 1, 2025 for the 2025-2026 school year and calculated after the Second Principal Attendance Period (P-2) in May 2026 and no later than June 2026, if the District has an equivalent to a 2025-2026 Average Daily Attendance (ADA) rate of



95% or more including the revenue value of the State attendance recovery allocation, then an additional one percent (1%) increase shall be added to each cell based on the 2024-2025 EGEA salary schedules #8, #9, #10, and #11, on an ongoing basis consistent with Attachment D 2025-2026 Contingency Salary Schedule.

This additional one percent (1%) contingency increase, when combined with the first and second contingency provisions, if applicable, shall be added to the 2024-2025 salary schedules for a maximum increase of an overall 3% increase for the 2025-2026 salary schedules. If the contingency factor for this additional 1% ongoing increase for 2025-2026 included in Section 3(C) is not achieved, Section 3(C) shall not be implemented.

This additional contingency 2025-2026 1% ongoing increase shall not be allocated to stipends, Adjunct Duty salary schedule #17, nor the voluntary hourly rate.

The District will provide periodic updates to EGEA regarding the District's progression toward achieving the 95% ADA contingency requirement.

4. 2025-2026 Potential Payment Schedule.

- If the first one percent (1%) 2025-2026 School Year contingency is met, the 1% increase to the 2024-2025 salary schedules will be included in the September, 2025 end of month payroll.
- If the first one percent (1%) 2025-2026 School Year contingency provision does not take effect, then the two percent (2%) off-of-the-schedule, one-time payment shall be paid by December 17, 2025.
- If the second one percent (1%) 2025-2026 School Year contingency is met, the second one percent (1%) will be included in the January, 2026 end of month payroll.
- If the second one percent (1%) 2025-2026 School Year contingency provision does not take effect, then then the second one percent (1%) off-of-the-schedule, one-time payment shall be paid by February 17, 2026.
- If the additional one percent (1%) 2025-2026 School 95% ADA contingency provision is met, then the additional one percent (1%) will be paid at a date to be determined later.

5. Meet and Negotiate, and 2025-2026 Reopeners.

If the State's final and adopted budget for the 2025-2026 school year results in less discretionary, unrestricted State funding for the District as compared to the 2024-2025 school year, and/or the District receives less new revenue than the amount which was projected as part of the District's 2025-2026 multi-year projections, and/or the District does not realize the expenditure savings during the 2025-2026 school year described in

Sections 3(A), 3(B) and 3(C) contingency provisions, then the Parties agree to meet and negotiate regarding whether to implement adjustments to the contingency language included in Sections 3(A), 3(B) and 3(C) above.

6. Article 18, Leaves

a. The Parties agree to the following revisions to Article 18.104 to include in-laws:

Immediate Family

18.104 Immediate family shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status; an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; son-in-law, daughter-in-law, brother-in-law or sister-in-law, including adoptive relationships, or the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, or any relative living in the immediate household of the employee.

b. The Parties agree to the following revisions to Article 18.402 to include language from the Substitute Rate MOU:

18.4 Extended Illness Leave

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

18.402 The amount deducted from the salary due him/her for any month in which the absence occurs shall be the daily substitute rate for the first twenty (20) days and the long-term substitute rate thereafter. The following differential rate shall apply to calculate Extended Illness Leave pay during the period beginning after the execution of this Agreement by both Parties and until otherwise negotiated by the Parties. The amount deducted from the unit member's salary due for any month in which the Extended Illness Leave of Absence occurs shall be based on the daily rate of two hundred and ten dollars (\$210) for each day of absence. A doctor's certification of the necessity of this leave may will be required.

c. The Parties agree to the following revisions to Article 18.7 to include language regarding in-laws and five (5) days of bereavement leave:



18.7 Bereavement Leave

Unit members shall be granted three (3) five (5) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner, and son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships consistent with the Section 18.104 definition of "immediate family" and five (5) days if out of state travel is required. Three (3) Five (5) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply. Bereavement Leave days shall not be deducted from the sick leave balance.

7. <u>Incorporation the following Side Letters/MOUs into Collective Bargaining Agreement.</u>

Effective July 1, 2025, the Parties agree to add the following Side Letters and Memoranda of Understanding into the collective bargaining agreement.

- a. <u>Elementary Overload and Class Size Alternate Agreement</u>-The District agrees to incorporate the May 31, 2024 MOU into the Parties' collective bargaining agreement.
- b. <u>Elementary PE Teachers</u>-The District agrees to incorporate the May 31, 2024 MOU into the Parties' collective bargaining agreement.
- c. <u>Late Start or Early Out Elementary Collaboration Time (Retitled, "Elementary Collaboration Time")</u>-The District agrees to incorporate the August 16, 2023 MOU into the Parties' collective bargaining agreement.
- d. <u>ESY Pay for Special Education Teachers</u>-The District agrees to incorporate the April 9, 2024 MOU into the Parties' collective bargaining agreement by updating the agreement with language regarding per diem or voluntary rate whichever is greater provision and adding Nurses to this Agreement.
- e. <u>Unit Member Substitute Rate Agreement</u>-The District agrees to incorporate the October 10, 2023 MOU into the Parties' collective bargaining agreement.



8. MOU Agreements and Extensions.

Effective July 1, 2025, the Parties agree to extend the following attached Memoranda of Understanding as follows:

- a. Pilot Agreement Elementary Stipends-extend by 2 years (11.16.22).
- b. Side Letter Secondary Class Size Pilot Agreement-extend by 2 year (11.16.22).
- c. Combine Addendum Agreement PreK SPED Caseload and TK/K Assignments with LTS (8.25.23) with Side Letter for Special Education and Caseload (8.25.23) and extend by two years.
- d. MOU SCOE SPED Teacher Resident Program extend by 1 year (8.29.24).
- e. MOU SCOE TK Teacher Resident Program extend by 1 year (7.30.24).
- f. MOU REACH Residency extend by 1 year (5.23.24).
- g. MOU Short Term Independent Study extend by 1 year (7.31.24).
- h. MOU Construction extend by 2 years (8.17.23).
- i. MOU Critical Leave extend by 3 years (8.31.21).

9. Counselors, Nurses and TEOSAs

a. The Parties agree to continue to incorporate language into the collective bargaining agreement that is agreed upon during negotiations on April 24, 2025.

b. Counselors and Nurses.

The Parties agree to the following revisions to section 19.308 of the collective bargaining agreement:

19,308 Nurses and Counselors.

Effective retroactive to November 28, 2022, The Parties agree to the following:

- a. Effective July 1, 2025, Nurses or Counselors, who are assigned additional students/sites to their caseloads due to existing positions that are unfilled vacancies/leaves for more than 9 consecutive work days in a school year, shall be compensated beginning on the 10th 1st consecutive work day of the vacancy.
- b. Nurses or Counselors, who are assigned additional students/sites to their caseloads due to existing positions that where where a Nurse or Counselor is on are unfilled vacancies/leaves for more than 9 consecutive work days in a school year, shall be compensated beginning on the 10th consecutive work day.
- c. The substitute rate of two hundred and ten dollars (\$210) each day will be apportioned to Nurses/Counselors based on the number of Nurses/Counselors assuming the additional caseload/workload/sites described in Section 7(a) of this Agreement.

[Note: For example, if the caseload/workload/sites resulting from the above described vacancy/long term leave are divided between 3 nurses/counselors, then the (\$210) each day compensation will be divided by 3 and each nurse/counselor would receive (\$70) per day of additional workload/sites.]

c. Nurse Mileage.

Effective July 1, 2025, the Parties agree that all 1.0 FTE Nurses shall receive a \$110 per month stipend for eleven months, totaling a \$1,210 annual stipend.

The Parties agree that this Tentative Agreement resolves any disputes or issues related to the mileage stipend for Nurses.

d. Article 9, Calendar -Teachers and Educators on Special Assignment (TEOSA)

For purposes of this Agreement, the Parties agree that TEOSAs are EGEA unit members, who have a special itinerant assignment and are assigned to District departments and school sites. These TEOSA positions include but are not limited to curriculum and instruction coaches, F.A.C.E. support teachers, Multilingual Education (MLE) department coaches, special education coaches, equity coaches, and curriculum/technology specialists, etc.

Effective July 1, 2026, the Parties agree to add the following sentence to the end of Section 9.1 of the Parties' collective bargaining agreement:

- 9.1 In a traditional/modified traditional calendar work year, the teacher work year will be 184 teacher work days with 180 student instructional days. One full teacher work day will be dedicated to district professional development. The "Teachers and Educators on Special Assignments" (TEOSAs') work year will be 184 work days including 175 work days and additional sixty-seven and one-half hours (67.5) work hours (the equivalent of 9 work days) for trainings conducted by the TEOSA outside of teacher contracted work hours. TEOSA-conducted training hours or days that exceed 67.5 hours outside of teacher work hours during one school year shall be compensated as additional work time pursuant to the collective bargaining agreement.
- 10. <u>Career Technical Education Teachers (CTE)</u>. Effective July 1, 2025, the Parties agree to create a separate CTE salary schedule with the existing dollar value cells consistent with Salary Schedule #10. This new CTE salary schedule will allow CTE teachers, who do not have a Bachelor's degree, to move across salary schedule columns up to Column E. CTE teachers with a Bachelor's degree will continue to move across the salary schedule consistent with current practice up to Column H, consistent with Attachment E (CTE Salary Schedule #6).



Upon approval of this CTE salary schedule, this new CTE salary shall be incorporated into Sections 2 and 3 of this Tentative Agreement.

11. Elementary Roving/Rotation.

The Parties agree to add the following new Miscellaneous provision to the collective bargaining agreement and renumber Article 22 accordingly.

New 22.21 <u>Proposed Contract Language for Elementary Year Round Rotation/Roving</u> If overcrowding requires more than one unit member to be assigned to a classroom during the school year, then a system of rotation or roving shall be used.

- Rotation is defined as when each teacher occupies a classroom for 3 months and then moves into a different classroom upon returning from being off-track.
- Roving is defined as when a designated grade level teacher moves each month into the classroom of the teacher going off-track.

When it is initially identified that a grade level team must share rooms, the team shall decide whether to rove or rotate. If the team cannot come to a decision, site administration shall make the decision.

A long term plan of roving/rotation shall be developed for historical purposes identifying the track assigned to rove/rotate. For example, 2025-26 A track, 2026-27 B track, etc. In the case of an off year in which there is not a need to share rooms, the plan shall be held in limbo until facilities are needed again. At that time, the schedule shall resume with the next assigned track identified in the sequence and the years adjusted. Site administration shall keep historical records of this information.

Impacted grade levels shall develop a roving/rotation contract which shall include agreements regarding the condition of the room by the departing teacher. This includes, but is not limited to:

- shared materials and equipment to remain in the classroom,
- bulletin boards.
- timeline for when the on-track teacher should be moved out and when tracking-on teacher gains access to move in,
- storage space for the teacher moving in and the teacher moving out,
- accessory furniture for ease of roving/rotation,
- · release from adjunct and supervision duties,
- other topics of importance determined by the grade level

Contracts and agreements to rove/rotate shall be reviewed annually by each team that is impacted.

If at all possible, combination classes shall be exempt from roving/rotating.

Roving or Rotation of grade levels shall be contained to the grade levels that require additional facilities. For example, if second grade requires additional classroom space, then the sharing of rooms shall occur within the second grade teams. Other grade levels shall not be adversely impacted to give a grade level preferential access to facilities.

Storage with locks shall be provided to all unit members who are required to rove or rotate. Unit members shall not be required to move any storage cabinets.

Movement of storage cabinets shall be conducted at the end of the instructional day, unless otherwise arranged between the unit members occupying the room per their roving or rotation contract and administration.

12. Elementary Staff Meeting.

The Parties agree to add the following new Miscellaneous provision to the collective bargaining agreement and to renumber Article 8 accordingly.

New Section 8,206 Elementary Staff Meetings

Staff meetings may begin during the designated elementary preparation time (before or after the instructional day) with 75% approval rate (of those who vote). The vote shall include any EGEA certificated bargaining unit members, who are expected to be at all staff meetings. The confidential vote by paper ballot (nonelectronic form) will be conducted annually by EGEA representatives. For year round schools, voting windows shall include the track change day to ensure all unit members can vote. All eligible voters must be notified in advance and have the opportunity to vote. Any unit member who is on a paid leave is still eligible to vote.

13. No Precedent or Establishment of Practice regarding Contingency Provisions.

The terms of this Tentative Agreement regarding Contingency Provisions do not create a past practice or set a precedent for any purpose. This Agreement is unique to the facts and circumstances in this Agreement.

14. Entire Agreement.

This Tentative Agreement constitutes the entire agreement between EGEA and the District regarding the 2024-2025 and 2025-2026 school years. No other promises, agreements, or statements between EGEA and the District shall be binding unless made in writing and signed and ratified by all Parties hereto.

For EGEA

about

Dated: 4/18/25

For EGUSD

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Dated: 4/18/25