

McCabe Union Elementary School District



California School Employees Association and its Chapter 750

Collective Bargaining Agreement

July 1, 2022 – June 30, 2024

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ARTICLE 1 - RECOGNITION

1.1 RECOGNITION: McCabe Union Elementary School District, a public-school employer (hereinafter referred to as “District”) recognizes the California School Employees Association and its McCabe Chapter #750 (hereinafter referred to as CSEA), as the exclusive bargaining representative of the District’s classified employees. The parties agree supervisory and confidential employees shall be excluded from the bargaining unit.

Upon written request, the District agrees to meet with CSEA to attempt to resolve any dispute(s) over the designation of classifications as confidential or supervisory. If agreement cannot be reached within a reasonable time, the disputed case will be submitted to the Public Employee Relations Board for resolution.

1.2 SCOPE OF REPRESENTATION: The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment as specified in Section 3543.2 of the California Government Code. Nothing herein may be construed to limit the right of the District to consult with CSEA on any matter outside the scope of representation. To the extent that any Agreement arrived at through consultation is reduced to writing and embodied in this Agreement or any addendum to this Agreement, the provisions shall be binding on all parties. Changes which fall within the scope of representation will be delivered in writing to the CSEA Chapter President and/or Labor Relations Representative in accordance with California Government Code 3543.2(a)(2).

ARTICLE 2 – DISTRICT RIGHTS

2.1 DISTRICT RIGHTS: The parties recognize and acknowledge that the District retains all its historical rights, and powers, except as specifically modified or abridged by this agreement and/or the provisions of the Educational Employment Relations Act (EERA).

An example of which include the power and authority to direct, manage, and control to the full extent of the law. Including, but not limited to: determining its organization; directing the work of its employees; determining the times and hours of operation; determining the kinds and levels of services to be provided and the methods and means of providing them; establishing its educational policies, goals, and objectives; ensuring the rights and educational opportunities of students; determining staffing patterns; determining the number and kinds of personnel required; maintaining the efficiency of District operations; determining the curriculum; building, moving, or modifying facilities; establishing budget procedures and determining budgetary allocation; determining the methods of raising revenue.

The District retains the right to amend, modify or rescind sections of this agreement in cases of emergency. The determination of whether or not an emergency exists shall be made in good faith and is solely within the discretion of the Board or the Superintendent upon formal declaration. An emergency is defined as an unusual set of circumstances which creates a reasonable likelihood of damage to person or property or disruption to or interference with the regular operation of the District unless action is taken. The action will be limited to the duration and circumstances of the emergency. As soon as practicable the Superintendent or designee shall debrief an Association representative after the declaration of emergency.

Article 3 – Association Rights

TENTATIVE AGREEMENT

10/21/19

ARTICLE 3 – EMPLOYEE RIGHTS

3.1 EMPLOYEE RIGHTS

The DISTRICT and CSEA recognize the right of employees to form, join and participate in lawful activities of CSEA.

3.2 CHAPTER RIGHTS AND RESPONSIBILITIES

The representatives of the CSEA shall have the following rights:

- a. The use of school buildings for meetings without charge during the hours the site is regularly open, provided that meetings do not interfere with school use.
- b. The use of district bulletin boards. CSEA agrees to not post information of a defamatory nature against the District or its personnel.
- c. CSEA CONFERENCE:
Delegates who are in a paid status during the week of CSEA’s annual conference shall be granted time off with pay for the purpose of attending the conference. Paid time off shall not exceed two (2) delegates for up to five (5) days per delegate.

- d. NOTICE TO CSEA OF NEW HIRES:
Upon Board approval, the District shall provide CSEA notice of any newly hired employee, via electronic mail to the CSEA Chapter President or designee which will include the following information:

- 1. Full Legal Name
- 2. Date of Hire
- 3. Classification
- 4. Site
- 5. Date of Orientation

- e. NEW EMPLOYEE ORIENTATION
The District shall provide CSEA access to its new employee orientations. CSEA shall not receive less than ten (10) days’ notice in advance of orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that were not reasonably foreseeable. In the event the District conducts a group orientation, CSEA shall have 45 minutes of paid release time for one (1) CSEA representative. In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. The CSEA Labor Relations Representative may attend all orientations.

The orientation session shall be scheduled by the District, held on District property, during the workday of the employee(s), who shall be on paid time.

3.3 ASSOCIATION RIGHTS AND RESPONSIBILITIES

a. BARGAINING UNIT INFORMATION:

The District shall provide CSEA with contact information for bargaining unit members. The information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or email service, on the last working day of the month in which they were hired for new hires and for the entire bargaining unit on the last working day of August, December, and April. This contact information shall include the following items, with each field in its own column:

1. First Name;
2. Middle Initial;
3. Last Name;
4. Suffix (e.g. Jr., III);
5. Job Title / Classification;
6. Department;
7. Primary Worksite Name;
8. Work Telephone Number;
9. Work Telephone Extension;
10. Home Street Address (Incl. Apartment #);
11. City;
12. State;
13. ZIP Code (5 or 9 Digits);
14. Home Telephone Number (10 Digits);
15. Personal Cellular Telephone Number (10 Digits);
16. Personal Email Address of the Employee;
17. Last Four of the Social Security Number;
18. Birth Date;
19. Employee ID;
20. CalPERS Status; (Y/N)
21. Hire Date;

The information referenced in Section 3.3(a) shall only be provided to the Association when it is in the possession of the District.

b. INDEMNIFICATION

Should any employee challenge the release of this information CSEA shall indemnify and hold harmless the McCabe Union Elementary School District. The District shall take no action to encourage or assist anyone in making such a claim.

c. MEMBERSHIP MATERIALS

The District shall, upon request, provide the CSEA membership application to any new hire. CSEA shall provide any CSEA literature/membership applications to the District for distribution.

d. CONTRACT REPRODUCTION

The District shall also post a complete copy of the Collective Bargaining Agreement on the District website. Unit members shall have the right to print the Collective Bargaining Agreement utilizing District equipment.

Article 4 – Organizational Security

TENTATIVE AGREEMENT

10/01/19

ARTICLE 4 – ORGANIZATIONAL SECURITY

4.1 ORGANIZATIONAL SECURITY

CSEA shall have the sole and exclusive right to have membership dues deducted from employees in the bargaining unit by the District.

4.2 DUES DEDUCTIONS

Upon certification from CSEA, the District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA. The District shall accept the certification provided by CSEA. If any member seeks to revoke their dues authorization the District shall immediately advise the member in writing to make the request to the CSEA San Diego Field Office. The District shall also send a copy of such notification to the assigned CSEA Labor Relations Representative. The District shall continue to deduct dues until such time as CSEA notifies the District of a revocation.

4.3 MASS COMMUNICATION TO BARGAINING UNIT EMPLOYEES

If the District chooses to disseminate mass communications to bargaining unit employees or applicants concerning their rights to join or support CSEA, the District shall meet and confer with CSEA concerning the content of the mass communication. If the parties cannot reach an agreement and the employer decides to go ahead with its proposed mass communication, it must also simultaneously distribute a communication of reasonable length provided by CSEA.

4.4 NEUTRALITY

The District shall not deter or discourage bargaining unit employees or applicants from becoming or remaining members of CSEA.

4.5 HOLD HARMLESS PROVISION

The Association agrees to indemnify and hold harmless the District against any and all liabilities, claims or actions which may be brought against said District or District Board for the administration of this article.

Article 5 – Grievance Procedure

TENTATIVE AGREEMENT

11/8/19

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 PURPOSE: The purpose of the grievance procedure is to secure equitable solutions to problems impacting employee/employer relations. Informal discussion of problems and a continuing exchange of views between the parties is encouraged.

5.2 DEFINITION: A formal written allegation in the name of CSEA, or on behalf of a specific bargaining unit member or members or by any unit member or members that there has been a violation, misinterpretation, misapplication of one or more specific provisions of this Agreement, the California Education Code, or a District Policy or Regulation. A “day” is a day in which the district is open for business.

5.3 GRIEVANCE FORM: Grievances shall be filed on a form developed by the parties. Additional pages may be added if necessary. (Appendix A)

5.4 GRIEVANCE PROCEDURE:

1. Informal Level:

Within thirty (30) days after the occurrence of the act, or omission giving rise to the grievance, or the date when the grievant should reasonably have been aware of the act or occurrence, the grievant shall attempt to resolve the problem by scheduling an informal conference with his/her immediate supervisor. The grievant may be accompanied by representatives of CSEA’s choosing at the informal conference. The problem shall be discussed orally, including the nature of the problem, person or persons involved, and remedy sought. The immediate supervisor shall respond orally within five (5) days. If the grievant is not satisfied with the proposed resolution or if the immediate supervisor has not responded within ten (10) days, the grievant may proceed to Step One of the Formal Grievance Process.

2. Formal Level:

- a. Step One: The grievant must submit his/her grievance to his/her immediate supervisor in writing using the grievance form. The grievance shall contain a clear, concise statement of the circumstances giving rise to the grievance, citation of the specific article(s), section(s), that is (are) alleged to have been violated, and the remedy sought. The immediate supervisor or his/her designee shall respond in writing within ten (10) days after the receipt of the grievance at Step One. If the grievant is not satisfied with the decision of the immediate supervisor, or the immediate supervisor does not respond, the grievant may within ten (10) days proceed to Step Two
- b. Step Two: If the grievant is not satisfied with the decision rendered at Step One, the grievant may submit/present the grievance in writing to the District Superintendent or his/her designee. The Superintendent, or his/her designee, will respond in writing within ten (10) days of receipt of said grievance. If not satisfied with the decision at Step Two, or the

superintendent does not respond, the grievant may, within five (5) days from the Step Two decision being rendered, submit a request in writing to the Superintendent that the grievance be submitted to binding arbitration.

- c. Step Three: CSEA and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, either party shall request the California State Mediation and Conciliation Service to supply a list of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining list member shall be the arbitrator. The order of the striking shall be by coin flip.

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and CSEA. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

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

The arbitrator shall submit his/her findings and recommendations to all parties in writing. The arbitrator's decision shall be final and binding on the parties.

5.5 MISCELLANEOUS:

1. The grievant shall be present at all grievance meetings.
2. The grievant is entitled to CSEA representation at all steps of the grievance procedure. Should the grievant elect not to be represented by the Association, the District shall notify the Association of any settlement reached. The settlement shall not violate the terms and conditions of the collective bargaining agreement.
3. Should the grievant(s) elect not to be represented by CSEA, CSEA is not liable for any costs incurred under the terms of this article, and costs shall instead be incurred by the grievant(s).
4. Should CSEA elect to not arbitrate an issue, and a unit member then chooses to proceed to arbitration, CSEA is not liable for any costs incurred under the terms of this article.
5. Any meetings necessary to effectuate the terms of this article shall be mutually calendared between the parties.

ARTICLE 6 – EVALUATION PROCEDURE

6.1 EVALUATION PROCESS: The evaluation process is the careful, systematic appraisal of a unit member's work performance through the use of Classified Evaluation Performance Reports which provide a basis for employee counseling and assistance and promote greater work efficiency. The evaluations also constitute the front line of action for the refinement of the classification process and related duties analysis.

6.2 FREQUENCY

A. Performance evaluations for probationary unit members shall be conducted twice within the probationary period. The probationary period shall be six (6) calendar months or 130 days of paid service, whichever is longer, following initial hire or promotion.

B. Permanent unit members shall be evaluated once every other year, but no later than June 30, of the year.

C. All unit members with "Areas Needing Improvement" on a Classified Evaluation Performance Report shall be subject to additional evaluations as needed.

D. Special evaluations of permanent or probationary unit members may be conducted with the approval of the Superintendent or Designee.

6.3 EVALUATION FORMS: Classified Evaluation Performance Reports shall be generated by the District and shall be distributed to the appropriate supervisors. The forms issued by the District shall be the sole forms used for evaluation. (Appendix B)

6.4 EVALUATION CONFERENCE: The evaluator shall meet with the employee to discuss the contents of the evaluation before the evaluation is forwarded to Human Resources. All probationary, annual, and special performance evaluations, and related documents, shall be signed and dated by unit members as acknowledgment of their receipt only and does not denote agreement with its contents.

Article 7 – Hours and Overtime

TENTATIVE AGREEMENT

11/08/19

ARTICLE 7 – HOURS AND OVERTIME

7.1 WORKWEEK/WORKDAY: The standard workweek of a classified employee shall be 40 hours. The standard workday shall be eight (8) hours. These provisions do not restrict the extension of a regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

7.2 LUNCH PERIOD: Employees working more than five (5) hours per workday shall be entitled to an unpaid uninterrupted duty-free lunch period of no less than thirty (30) minutes. Lunches shall not be combined, extended, or carried over except as mutually agreed between the unit member and immediate supervisor.

7.3 BREAKS: For each four (4) consecutive hours worked, a unit member shall be entitled to a fifteen (15) minute paid break. For each eight (8) hour work shift, a unit member shall be entitled to two (2) fifteen (15) minute paid breaks. Breaks will not be combined or carried over except as mutually agreed between the unit member and immediate supervisor.

7.4 CALLBACK TIME: Unit members required to return to work when they are otherwise not scheduled for duty, shall be guaranteed a minimum of two (2) hours of pay for the call back.

7.5 RIGHT TO REFUSAL: Any employee shall have the right to refuse any offer or request for overtime, call back time, or additional hours, except in an emergency.

7.6 WORKDAYS: Employees shall work an annual minimum of workdays in accordance with Appendix C.

7.7 NON-CONTRACT DAY ASSIGNMENTS: When work normally and customarily performed by bargaining unit employees is required to be performed at times other than during the regular school year, the work shall be offered to bargaining unit employees first. To ensure equitability, non-contract day assignments shall be based upon qualification for the assignment and seniority.

7.8 WORK YEAR CALENDAR: Prior to adoption annually, the District shall provide a proposed classified work year calendar to the CSEA Chapter President. Upon receipt, if CSEA chooses to demand to bargain the placement of days as it pertains to the classified work year calendar it will do so within ten (10) workdays.

7.9 ASSIGNMENT OF OVERNIGHT TRIPS: Prior to the District assigning bargaining unit members to work mandatory overnight trips (i.e. Catalina and Cuyamaca Student Trips) the District shall notify the CSEA President. Upon receipt, if CSEA chooses to demand to bargain the assignment as it pertains to the work schedule/impacts of those assigned it will do so within ten (10) workdays.

7.10 SUBSTITUTE EMPLOYEES (Non-bargaining unit)

A substitute employee is defined as a person employed to replace a regular classified bargaining unit member temporarily absent from duty. Such employees may also be used to fill vacant positions for a period not to exceed sixty (60) calendar days after a bargaining unit position has been vacated and a permanent replacement is being recruited.

7.11 TRANSPORTATION SENIORITY ROTATION

A rotation list by seniority shall be maintained for non-route driving assignments. The driver with the most seniority shall have first opportunity to work the non-route driving assignment, at which point the next non-route driving assignment will go to the next senior employee on this list and so forth. A unit member who accepts or refuses an assignment shall rotate to the bottom of the rotation list and shall not work the hours until all other unit members on the list have been offered an assignment.

Article 8 – Holidays
TENTATIVE AGREEMENT
6/15/22

ARTICLE 8 – HOLIDAYS

8.1 All unit members shall be entitled to the following paid holidays. When a holiday herein listed falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday herein listed falls on a Saturday, the preceding Friday shall be deemed to be the holiday in lieu of the day observed. When a unit member is required to work on any said holiday, he/she shall be paid compensation for such work, in addition to regular pay received for the holiday, at the rate of time and one-half (1.5) his/her regular rate of pay.

8.2 LEGAL HOLIDAYS:

New Year's Day
Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Washington's Birthday
Memorial Day
Juneteenth
4th of July
Labor Day
Veteran's Day
Thanksgiving
Day after Thanksgiving (in lieu of Admissions Day)
Christmas Day

8.3 SCHOOL HOLIDAYS:

Good Friday

ARTICLE 9 – SALARY

9.1 SALARY SCHEDULE:

2021-2022: \$1,500 off schedule payment.

2022-2023: 6.5% ongoing salary increase, effective July 1, 2022

9.1.2 The parties agree to bargain the impacts of Minimum Wage increases on the Classified Salary Schedule sufficiently in advance of any enactment.

9.2 RECLASSIFICATION: Definition: The upgrading of a position to a higher classification as a result of an increase in the duties being performed by the incumbent.

9.3 LONGEVITY: The District shall begin granting longevity at \$1500.00 at the beginning of the eighteenth (18th) year of district employment, and each year thereafter. The District shall increase the longevity award to \$1750.00 at the beginning of the twenty-first (21st) year of district employment, and each year thereafter. The District shall increase the longevity award to \$3250.00 at the beginning of twenty-third (23rd) year of district employment, and each year thereafter. The Longevity award shall be based on the Hire Date in a permanent position.

9.4 EQUITY CLAUSE: If during the 2021/2022 school year any other bargaining unit or employee group within the District receives an across the board on schedule salary increase, the bargaining unit shall be entitled to a commensurate amount of compensation. In such an event, the Association and the District shall enter into negotiations to determine the manner in which to compensate the bargaining unit no later than February 2022. In the event that the parties bargain the minimum wage increase pursuant to provision 9.1.2 of this agreement this equity clause (9.4) is null and void.

9.5 OVERTIME: All overtime hours, whether permitted or suffered, shall be compensated at a rate of pay equal to time and one-half (1.5) the unit member's regular rate of pay. Unit members shall be compensated for overtime work. Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked in excess of eight (8) hours on a regular workday or in excess of forty (40) hours in one week. Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6th) and seventh (7th) day of the workweek. Unit members in assignments of less than four (4) hours per day/five (5) days per week will be compensated for all time worked on the seventh (7th) day of the workweek.

9.6 BILINGUAL / BILITERATE STIPEND: A unit member will receive a bilingual/bi-literate differential of five percent (5%) for assignments which require the ability to communicate orally and/or in writing with non-English speaking adults or in sign language with deaf or hard-of-hearing adults for an average of at least thirty (30) minutes.

9.7 WORKING OUT OF CLASSIFICATION: It is the intent of this section to allow the District to temporarily work employees outside of their normal duties but in so doing to require that additional compensation be provided the employee during such temporary assignments. The compensation shall be not less than a 5% increase in the employee's hourly wages or Step A of the temporarily worked classification (whichever is higher) and for a minimum of one (1) hour if the task takes one (1) hour or less to complete and then in half an hour increments thereafter.

9.8 TUTORING / SUBSTITUTE STIPEND: All unit members who substitute or provide instruction coverage will receive an additional \$5 on top of their hourly pay. Half an hour will be equivalent to an hour, if a one hour minimum is not met. Unit member will report their substitute/instructional coverage hours to their site secretaries at the end of the day for payroll purposes. The District will provide a form for unit members.

Article 10 – Health and Welfare Benefits

TENTATIVE AGREEMENT

5/1/20

ARTICLE 10 – HEALTH AND WELFARE BENEFITS

10.1 The District shall contribute toward the purchase of insurance plans for full time unit members. The plans shall include eligible employee and eligible dependent(s) medical, vision, dental, and life insurance coverage. The District shall provide an employer contribution of \$11,504.26.

10.2 In the event that the cost of any of the above benefits should exceed the District contribution, the District is authorized to deduct the balance automatically from each employee's paycheck on a tenthly basis.

10.3 **PART TIME INSURANCE:** The parties shall create a committee consisting of equal union and district members to recommend a way to provide health benefit coverage to part time members of the bargaining unit. The parties agree to meet prior to June 30, 2022.

ARTICLE 11 – EMPLOYMENT

11.1 PROBATIONARY PERIOD: The probationary period for employees will be six (6) months or 130 days in paid status, whichever is greater. Evaluations of probationary employees shall be completed pursuant to Article 6.

11.2 MANDATED UNIFORMS & EQUIPMENT: The cost of uniforms, equipment, identification badges, emblems, and embroidery required by the district shall be borne by the district.

11.3 PROMOTIONS: Permanent unit members shall be given priority consideration in filling any bargaining unit job vacancy. Notices of bargaining unit job vacancies shall be distributed to unit members via district email and via posting in the employee lounges. Unit members must apply for the posted position by submitting their interest to the District. Upon promotion, an employee shall be placed on the step of the promotional range that provides him/her with an approximate salary increase of at least five percent (5%).

ARTICLE 12 – LAYOFF

12.1 REASONS FOR LAYOFF: Bargaining unit members shall be subject to layoff only for lack of work and/or lack of funds. A classified employee may not be laid off if a short-term employee is retained to render a service that the classified employee is qualified to render.

12.2 NOTICE OF LAYOFF: Bargaining unit members shall be given notice of layoff no later than March 15th before the upcoming school year. CSEA shall be given notified by March 1st before the upcoming school year.

12.3 ORDER OF LAYOFF: Whenever it becomes necessary to reduce the number of classified employees due to a lack of work and/or lack of funds unit members shall be laid off in reverse order of seniority within the job classification(s) of the eliminated position(s).

12.4 SENIORITY: Seniority for the purposes of layoff shall be determined by date of hire in the class to be laid off plus date of hire in all higher classes. If two (2) or more unit members subject to layoff have equal class seniority, the determination as to who shall be laid off shall be made on the basis of the greater seniority in all classifications, if that being equal, then the determination shall be made by lot.

12.5 REEMPLOYMENT: Unit members who have been laid off are eligible for reemployment for a period of thirty-nine (39) months. During that time, and in accordance with their seniority, they will be reemployed in preference to new applicants. Reemployment shall be made in the reverse order of layoffs within each job classification.

12.6 RECALL: Notification of recall shall be made by personal contact or certified mail to the unit member's last known mailing address. Unit members are responsible for assuring that the District is notified of any change of address. The unit member must indicate acceptance of the job offer within five (5) working days after receipt of the notification and arrange the time for the unit member's return to work.

12.7 BUMPING RIGHTS: A unit member laid off from his/her present class may, in order to avoid layoff, voluntarily bump any unit member within the classification with the least amount of seniority with the most hours. If no such position exists the unit member may elect to bump into the next lower class in which the unit member has greatest seniority considering his/her seniority in the lower class and any higher class. A unit member who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement and shall receive an extra twenty-four (24) months on the reemployment list.

12.8 TUCKER RIGHTS: If there are no employees entitled to bump into a vacancy, and an employee on the reemployment list meets the qualifications of the vacant position, said employee is entitled to that position even if he or she has never held that position previously. Being "qualified" for the position means that the employee meets the qualifications of the job description. *Tucker v. Grossmont Union High School District (2008) 168 Cal. App.4th 640.*

ARTICLE 13 - LEAVES

13.1 SICK LEAVE USAGE: Sick leave may be used for diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member. Employees who are a victim of domestic violence, sexual assault, or stalking are also eligible. (*Labor Code § 246.5*)

“Family member” means a child (biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis regardless of age or dependency status); a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild; or a sibling. (*Labor Code §245.5(c)*) *The foregoing provisions are intended to comply with AB 1522.*

13.2 SICK LEAVE ACCRUAL: Each bargaining unit member shall receive one (1) day of sick leave per each month of employment. Regular sick leave shall be paid at the full rate of pay.

This accrual shall be allotted to the bargaining unit member annually on July 1, of each year and may be used at any time. However, if the bargaining unit member terminates before the end of the contract year and has used unearned sick leave, he/she will have the appropriate amount deducted from his/her paycheck for the number of unearned days used. Although the entire allowance for sick leave is allotted at the beginning of the contract year, it shall be construed as having been earned on the basis of one (1) day for each month served. Any unused portion of the monthly sick leave in any year shall be cumulative from year-to-year without limit.

13.3 EXTENDED SICK LEAVE: Unit members who are absent due to their personal illness or injury for more days than their accumulated sick leave balance shall be entitled to up to 100 days of Extended Sick Leave paid at 50% of the member’s salary.

13.4 TRANSFER OF SICK LEAVE: Subject to the terms of the Education Code, any unit member who has been employed by this or another district for a period of one (1) calendar year or more and separates employment and subsequently accepts new employment with this or another District within one (1) year of the termination of the former employment, upon request, shall have transferred with him or her to the District the total amount of earned leave of absence for illness or injury to which he or she is entitled under Education Code.

13.5 CATASTROPHIC LEAVE BANK: The parties shall create a committee consisting of equal union and district members to recommend rules and eligibility for the Catastrophic Leave Program in accordance with California Education Code 44043.5. The parties agree to meet prior to June 30, 2021.

13.6 PERSONAL NECESSITY LEAVE: Sick Leave which is credited under this article may be used, at the unit member’s election for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year. For the purposes of this Article, a “day” shall be the hourly equivalent of the bargaining unit member’s assigned workday at the time the leave is taken.

13.7 JUDICIAL LEAVE: Unit members will be provided leave for jury duty or to appear as a witness in court. Upon knowledge of the appearance request, the unit member shall submit the judicial notice received, along with a request for the absence no less than seven (7) days prior to the beginning date of the leave unless the unit member receives a notice to appear at a time that is less than seven (7) days away. Any bargaining unit member who is working an evening shift and is required to perform jury duty, shall not be required to perform services for the District while the bargaining unit member physically reports to jury duty.

13.8 BEREAVEMENT LEAVE: Bereavement leave of up to three (3) days, or up to five (5) days if travel of more than two hundred (200) miles one (1) way is required, at full salary shall be granted. Such leave is granted only in case of the death of a family member of the bargaining unit member as defined in this article.

13.9 INDUSTRIAL ACCIDENT OR ILLNESS: A bargaining unit member at the time of accident or illness shall be granted a leave of absence with pay when he/she is absent due to an industrial accident or illness. Such leaves shall be for a maximum of sixty (60) working days in any one (1) fiscal year for the same accident/illness.

13.10 MATERNITY/PATERNITY LEAVE: A unit member may request a leave of absence due to the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member, as follows:

When the unit member has exhausted all available sick leave and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act ("*CFRA*," *Government Code 12945.2*), the unit member shall receive fifty percent (50%) differential pay for 12 workweeks of parental leave.

Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 school weeks of unpaid leave for child bonding purposes under the CFRA, so long as the unit member qualifies for such leave. *The foregoing provisions are intended to comply with Education Code section 45196.1 (AB 2393).*

13.11 VACATION ACCRUAL: Earned vacation shall not become a vested right until completion of six (6) months of employment with the district, after such time vacation shall be accrued/vested monthly in accordance with the following schedule:

1-4 Years	5+ Years
1.00 Day Per Month	1.25 Days Per Month

Complete annual vacation allotment shall be forwarded to bargaining unit members on a yearly basis each July 1. If a unit member who separates employment with the District has taken vacation which was not vested in accordance with the schedule above, the district shall deduct from the employee's final check the amount of salary which was paid for such unvested vacation taken.

13.12 VACATION SCHEDULING: When possible, vacations shall be scheduled by mutual agreement between the unit member and the immediate supervisor ten days in advance. If for any reason the bargaining unit member is unable to take his/her full annual vacation, the remaining vacation leave shall be paid out to the bargaining unit member at the end of the fiscal year following the year in which the vacation is accumulated.

13.13 VACATION INTERRUPTION: In the event that vacation is interrupted by illness which is covered by the sick leave provisions of this article, sick leave may be substituted for vacation provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

13.14 FAMILY SCHOOL PARTNERSHIP ACT LEAVE: A unit member who is a parent, guardian, or custodial grandparent of one or more children in kindergarten through Grade 12 shall be permitted to use unpaid time, or existing vacation or personal necessity leave, limited to 8 hours monthly and 40 hours annually to participate in activities of the school where any of his/her children attends providing the unit member gives reasonable advance notice to his/her immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

ARTICLE 14 – SAFETY

14.1 MUTUAL RESPONSIBILITY: The Association and the District agree a safe and healthy work environment for all unit members is essential to conduct District operations efficiently and effectively. All Parties agree to be aware of inherent workplace hazards and to comply with federal, state, and local law and district health and safety practices. The Parties further agree occupational safety and health concerns and practices shall be reviewed on a continual basis.

14.2 SAFE AND SANITARY FACILITIES: The District agrees to maintain schools and other work locations in a safe and sanitary condition and shall not knowingly violate applicable provisions of state and federal laws relating to health, safety, and fire.

14.3 STAFF FACILITIES: The District shall provide in a safe and sanitary condition, currently operational restrooms and lounge facilities which are not used concurrently by students.

14.4 SAFETY TRAINING, EQUIPMENT AND DEVICES: The District agrees to furnish safety equipment and devices required to maintain a safe and healthy environment for its employees and to comply with all local, state, and federal statutes regarding such safety items. The District will provide all unit members exposed to hazardous conditions, including Maintenance & Operations and Food Service, with appropriate footwear annually. In turn, all unit members agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment or devices. The Association agrees to cooperate in encouraging unit members to adhere to the spirit of this section. The District will provide all unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Unit members working in high risk positions and/or exposed to life-threatening, contagious diseases during the performance of their duties shall be provided adequate health protection.

14.5 PHYSICAL THREAT OR ASSAULT/BATTERY: Unit members shall immediately **submit a written incident** report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member shall be suspended, expelled or otherwise disciplined in accordance with District procedures. The supervisor and other District personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected that the appropriate action has been taken. The appropriate actions shall be specified in a District emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.

14.6 NOTIFICATION OF UNSAFE WORK CONDITIONS: Unit members shall notify their supervisors of unsafe or unsanitary conditions at any district work location or in any district vehicle. No reprisal of any kind shall be taken against a unit member as a result of reporting an unsafe or unsanitary work condition. Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. The unit member shall be provided notice the appropriate action has been taken. If the unit member believes a safety or health problem

continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation and any findings with the Association representative in an attempt to resolve the issue. No unit member shall be required to work in unsafe/unsanitary work conditions.

14.7 AIR QUALITY: In accordance with 8 C.C.R. § 5141.1, the District shall implement administrative controls, such as relocating work to a location where the current AQI for PM2.5 is lower, temporarily change work schedules, reduce work intensity, and/or provide additional rest periods.

ARTICLE 15 - DISCIPLINE

15.1 DISCIPLINARY ACTION: "Disciplinary action" includes any action whereby a permanent bargaining unit member is deprived of any classification in which he/she has permanence, including, dismissal, suspension, demotion (without his/her voluntary consent), except through layoff. A permanent bargaining unit member is a regular employee who successfully completes an initial probationary period.

15.2 PROGRESSIVE DISCIPLINE: "Progressive discipline" includes but may not be limited to verbal warning, written warning, written reprimand, suspension, dismissal. The steps of progressive discipline shall always be observed, except when actions of a major nature or serious misconduct may necessitate bypassing the progressive discipline procedures.

15.3 TYPES OF DISCIPLINARY ACTION:

"Demotion" means demoted to a lower classification for cause in accordance with this procedure.

"Suspension" means an enforced absence of an employee without pay for disciplinary purposes.

"Dismissal" means dismissed for cause in accordance with this procedure.

15.4 CAUSE FOR DISCIPLINARY ACTION: A permanent classified employee may be subject to suspension, demotion, or dismissal only for one or more of the following causes:

1. Immoral conduct, including, but not limited to, egregious , misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6.
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c).
3. Unlawful discrimination, including harassment, against any student or other employee.
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district, school, or safety procedure.
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
6. Unsatisfactory performance.
7. Unprofessional conduct.

8. Discourteous, offensive, or abusive conduct, language or treatment of the public, other employees, or pupils.
9. Dishonesty.
10. Neglect of duty or absence without leave.
11. Repeated tardiness.
12. Insubordination or willful disobedience.
13. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance.
14. Destruction or misuse of district property.
15. Misappropriation of district funds or property.
16. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
17. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law.
18. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job.
19. Violation of Education Code 45303 or Government Code 1028 (advocacy of communism).
20. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position. Unit members shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950.

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district.

15.5 DISCIPLINARY PROCEDURES: The Superintendent or designee shall provide written notice to the employee of a recommendation for discipline, which includes the charges

and materials upon which the recommendation is based. The contents of the written notice shall include at least the following:

1. A statement in ordinary and concise language of the specific acts and omissions upon which the proposed disciplinary action is based. Such statement shall incorporate by reference the acts and omissions described in attached memorandum or other attached documents.
2. The specific disciplinary action proposed.
3. The cause(s) for the specific disciplinary action proposed.
4. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
5. Attached or enclosed shall be a card or paper, the signing and filing of which shall constitute a demand for hearing.
6. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline.

15.6 SKELLY PROCEDURE: After meeting with the employee or considering any response from the employee, the Skelly officer shall provide their written recommendation to the bargaining unit member and Superintendent or designee whether to dismiss, proceed with, or modify the recommendation for discipline.

Within ten (10) days of receipt of the written Skelly decision to the recommendation of disciplinary action, the employee may request a formal hearing on the charges by signing and filing the card or paper included with the notice.

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified.

In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

15.7 EMPLOYMENT STATUS PENDING A HEARING

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

15.8 COMPULSORY LEAVE OF ABSENCE: Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (murder or attempted murder)
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056.

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

15.9 FORMAL HEARING PROCEDURE: Unit members shall receive an evidentiary hearing on all proposed disciplinary actions when a written demand for such a hearing is delivered to the Superintendent, or designee within ten (10) working days after service of the written Notice of Proposed Disciplinary Action.

1. The hearing will be held before the Board, or a hearing officer designated by the Board.
2. The Governing Board, or the hearing officer, shall set the matter for hearing and shall give the employee at least ten (10) working day notice in writing of the date, time, and place of the hearing.
3. The hearing shall be in closed session unless a public hearing is requested by the employee in writing no less than five (5) working days before the hearing.
4. The classified employee shall have a right to appear in person, with counsel, or such other lawful representative as determined by the classified employee. The employee shall have the right to testify under oath, to call witnesses to so testify, and to examine and/or cross examine all witnesses appearing.
5. A copy of the written decision shall be sent to the employee and his/her representative after it is adopted. The decision shall include findings of fact and determination of issues.
6. The determination of the sufficiency of the cause for disciplinary action shall be conclusive in all cases.

Article 16 – Term of Agreement

TENTATIVE AGREEMENT

6/15/2022

ARTICLE 16 – TERM OF AGREEMENT

16.1 TERM OF THIS AGREEMENT: The term of this Agreement shall be from July 1, 2022 through June 30, 2024. The parties agree to reopen every year pursuant to the terms of this agreement.

16.2 On or before March 1st, either the District or the Association may give written notice to the other party of its desire to reopen this Agreement. Upon receipt of this written notice, arrangements shall be made pursuant to the provisions of the EERA, including the Public Notice provisions, for meeting and negotiations to commence. Negotiations should commence no later than May 1.

16.3 SAVINGS CLAUSE: If, during the term of this Agreement any law is enacted or any decision by a court of competent jurisdiction rendered or any applicable rule, regulation, or orders issued by Governmental authority other than the District which renders invalid or restrains compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereto under, so long as such law, court decision, rule, regulation or order shall remain in effect. Invalidation of a part of or portion of this Agreement shall not invalidate any remaining portions of the agreement. In the event of suspension or invalidation of any article or section of this Agreement, the parties shall meet within (30) days after such determination and negotiate a replacement for such article or section.

Signed on June 15, 2022.

CSEA

Enrique A. Garcia

DISTRICT

Laura Dubbe 3/29/23
Lola Farinos 3/29/23

APPENDIX A

Grievance Form

B. Reason for Appeal: _____

C. Administrator Response: _____

Grievant Signature/Date: _____

Administrator Signature/Date: _____

Step Two (Within 10 Days):

A. Date Submitted: _____ Date of Meeting: _____ Date of Response: _____

B. Reason for Appeal: _____

C. Superintendent/Designee Response: _____

Grievant Signature/Date: _____

Superintendent/Designee Signature and Date: _____

Step Three Binding Arbitration (Within 5 Days):

A. Date of Written Request Submitted: _____ Date of Response: _____

B. Reason for Appeal: _____

Grievant Signature/Date: _____

Superintendent/Designee Signature and Date: _____

APPENDIX B

Evaluation Form



CLASSIFIED EVALUATION PERFORMANCE REPORT

Evaluation Period:		PERFORMANCE EVALUATION RATINGS	
		Exemplary	Employee exceeds performance standard. Evidence of exceeding expectation.
Employee Name:		Effective	Employee performs duties adequately and effectively. Evidence of meeting expectation.
Department :		Area for Growth	Some evidence of employee performing duties at an acceptable level. Some performance is inadequate. Corrective measures may be necessary.
Position Title:		Unsatisfactory	Minimal or no evidence of employee performing duties at an acceptable level. Performance is clearly inadequate. Immediate corrective measures as provided.
	Evaluation Review:	<input type="checkbox"/> Annual	<input type="checkbox"/> Probationary
		<input type="checkbox"/> Special Evaluation	<input type="checkbox"/> 1st Evaluation
			<input type="checkbox"/> 2nd Evaluation

<i>Please provide a rating for every indicator. Write an explanation below for each rating of "Unsatisfactory" and/or "Area for Growth." Attach additional sheets if necessary.</i>	Exemplary	Effective	Area for Growth	Unsatisfactory
Quality of Work – Work is accurate, thorough, neat, and completed in a timely manner.				
Quantity of Work – Effectively produces work in accordance with job description and the district needs.				
Job Knowledge – Demonstrates knowledge of job duties and their purpose.				
Job Skills – Demonstrates skill in job performance, requiring minimal direction.				
Flexibility and Adaptability – Learns new tasks and assignments willingly. Handles situations appropriately as they arise, even under stress.				
Initiative – Seeks new or additional assignments when appropriate or necessary. Involved in solving problems and offers constructive solutions.				
Judgment and Decision Making – Uses good judgment and makes appropriate decisions.				
Organization – Tasks are organized, prioritized, and planned out. Materials, equipment, and work area are clean, organized, and ready.				
Efficiency – Tasks are organized and completed efficiently. Materials are organized and used efficiently.				
Care and Operation of Equipment – Properly maintains and operates equipment.				
Safety – Follows safety guidelines. Maintains and promotes a safe work environment.				
Compliance – Has adequate knowledge of and adheres to district policies and regulations, including appropriate recordkeeping and documentation.				
Dress Code/Personal Appearance – Demonstrates cleanliness and appropriate attire as outlined in Board Policy 4219.22.				
Conduct/Standards – Demonstrates a high level of professional standards and behavior to enhance the integrity of the district as outlined in Board Policy 4219.21.				
Attendance – Attends work and leaves at appropriate times. Complies with district processes and procedures around the use of leaves.				
Punctuality – Arrives for work and work appointments on time and prepared.				
Relationships and Communication – Develops and maintains effective working relationships with staff, parents/stakeholders, and students. Uses positive and appropriate communication.				
Professionalism – Represents district and board values in daily work and interactions. Follows through appropriately. Demonstrates consideration and respect for others.				
0	0	0	0	X

Major Strengths and Accomplishments:					
Specific Areas Needing Improvement and Corrective Measures Required: (Unsatisfactory and/or Area for Growth):					
Signatures					
Overall Rating:					
Exemplary					
Effective					
Area for Growth					
Unsatisfactory					
Name of Evaluator (Printed)			Position Title		
Evaluator's Signature		Date			
<i>I understand my signature signifies I have read the material to be filed. It does not indicate agreement with its content. I understand I have the right to respond in writing within 10 working days. My comments will be attached to the form in my personnel file.</i>					
Name of Employee (Printed)					
Employee's Signature		Date			
Administrative Services					
Comments:					
Name of Reviewer (Printed)			Position Title		
Reviewer's Signature		Date			
Superintendent Recommendation and Signature					
If Probationary, is employee recommended for Permanent Employment? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Superintendent					
Superintendent Signature		Date			

APPENDIX C

Work Days

August 16-19, 2022	Teacher Professional Development Days
August 22, 2022	FIRST DAY OF SCHOOL (Full day)
September 5, 2022	Labor Day Observed - Holiday
September 16, 2022	1st Qtr Progress Report (4th-8th)
September 21, 2022	Staff Development Day (Minimum day)
October 19, 2022	Staff Development Day (Minimum day)
October 21, 2022	End of 1st Qtr (9 weeks)
November 1-4, 2022	Minimum Days (Parent Conferences)
November 11, 2022	Veterans Day Observed - Holiday
November 18, 2022	2nd Qtr Progress Report (4th-8th)
November 21-23, 2022	Non School Days -Thanksgiving Break
November 24-25, 2022	Thanksgiving Holiday Observed - Holiday
December 16, 2022	Minimum Day (Day before Winter Break)
December 24, 2022	Christmas Day Observed - Holiday
Dec 19-Jan 2, 2023	Non School Days - Winter Break
Dec 22-28, 2022	District Closure
January 2, 2023	New Year's Day Observed - Holiday
January 3, 2023	FIRST DAY AFTER WINTER BREAK
January 13, 2023	End of 2nd Qtr (9 weeks)
January 16, 2023	MLK B-Day Observed - Holiday
January 18, 2023	Staff Development Day (Minimum Day)
February 1, 2023	Staff Development Day (Minimum Day)
February 13, 2023	Lincoln's B-Day Observed - Holiday
February 17, 2023	3rd Qtr Progress Report (4th-8th)
February 20, 2023	Washington's B-Day Observed - Holiday
March 3, 2023	Non School Day - Fair Day
March 15, 2023	Staff Development Day (Minimum Day)
March 17, 2023	End of 3rd Qtr6
April 7, 2023	Good Friday Observed - Holiday
April 10-14, 2023	Non School Days - Spring Break
April 19, 2023	Staff Development Day (Minimum Day)
April 28, 2023	4th Qtr Progress Report (4th-8th)
May 10, 2023	Staff Development Day (Minimum Day)
May 29, 2023	Memorial Day Observed - Holiday
June 2, 2023	End of 4th Qtr (10 weeks)
June 8, 2023	LAST DAY OF SCHOOL (Minimum Day)
June 9, 2023	Teacher Check-Out Day
June 19, 2023	Juneteenth
July 4, 2023	Independence Day

August 2022	September 2022	October 2022																																																																																																																																																										
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Student Minimum Days (7)

November 1-4, 2022	Parent Conference Week - 4 Days
December 16, 2022	Day Before Christmas Break
April 6, 2023	Day Before Spring Break
June 7, 2023	Last Day of School

Student Minimum Days for Staff Development (7)

September 21, 2022	February 1, 2023
October 19, 2022	March 15, 2023
January 18, 2023	April 19, 2023
May 10, 2023	

District Closure Dates

December 22-28, 2022	July 4, 2023	June 19, 2023
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Color/Symbol Guide

First/Last Day of School
Legal Holiday
Non School Days
Teacher Contract Day
Progress Report & Grading Period
Minimum Day for Staff Development
Regular Minimum Day
District Closure

APPENDIX D

Salary Schedule



CLASSIFIED SALARY SCHEDULE
Effective July 1, 2022

Ratified by CSEA on June 15, 2022

6.50%																			Longevity #1 \$1,500	Longevity #1 \$1,500	Longevity #1 \$1,500	Longevity #2 \$1,500+\$250 \$1,750	Longevity #2 \$1,500+\$250 \$1,750	Longevity #3 \$1,500+\$250+\$1,500 \$3,250			
Based on the 2021-22 Salary Schedule On-Schedule		Years of Employment Service	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23		
		Escape Code	1	2	3	4	5A	5B	5C	6A	6B	6C	7A	7B	7C	8A	8B	8C	9A	9B	9C	10A	10B	10C	10D		
Substitute Flat Rate (Without Certification)		\$15.00																									
Substitute Rate (With Certification) Health Aide, Bus Driver, Bus Driver/Mechanic, SLPA		Based on Year 1																									
Open	1		\$15.21	\$15.66	\$16.13	\$16.62	\$17.12	\$17.12	\$17.12	\$17.63	\$17.63	\$18.16	\$18.16	\$18.16	\$18.71	\$18.71	\$18.71	\$19.26	\$19.26	\$19.26	\$19.85	\$19.85	\$19.85	\$19.85	\$19.85		
Cafeteria Helper	2	41	\$15.43	\$15.90	\$16.38	\$16.87	\$17.37	\$17.37	\$17.37	\$17.89	\$17.89	\$18.44	\$18.44	\$18.44	\$18.99	\$18.99	\$18.99	\$19.55	\$19.55	\$19.55	\$20.14	\$20.14	\$20.14	\$20.14	\$20.14		
Special Education Bus Attendant	3	43	\$15.67	\$16.15	\$16.62	\$17.13	\$17.63	\$17.63	\$17.63	\$18.16	\$18.16	\$18.70	\$18.70	\$18.70	\$19.27	\$19.27	\$19.27	\$19.85	\$19.85	\$19.85	\$20.45	\$20.45	\$20.45	\$20.45	\$20.45		
Instructional Aide	4	40	\$15.90	\$16.38	\$16.87	\$17.38	\$17.90	\$17.90	\$17.90	\$18.44	\$18.44	\$18.99	\$18.99	\$18.99	\$19.55	\$19.55	\$19.55	\$20.14	\$20.14	\$20.14	\$20.75	\$20.75	\$20.75	\$20.75	\$20.75		
Custodian	5	48	\$16.15	\$16.62	\$17.13	\$17.64	\$18.16	\$18.16	\$18.16	\$18.71	\$18.71	\$19.27	\$19.27	\$19.27	\$19.85	\$19.85	\$19.85	\$20.45	\$20.45	\$20.45	\$21.07	\$21.07	\$21.07	\$21.07	\$21.07		
Health Aide	6	39	\$16.38	\$16.87	\$17.38	\$17.90	\$18.44	\$18.44	\$18.44	\$18.99	\$18.99	\$19.56	\$19.56	\$19.56	\$20.15	\$20.15	\$20.15	\$20.76	\$20.76	\$20.76	\$21.37	\$21.37	\$21.37	\$21.37	\$21.37		
Cafeteria Lead	7	49	\$16.64	\$17.14	\$17.64	\$18.17	\$18.71	\$18.71	\$18.71	\$19.29	\$19.29	\$19.29	\$19.86	\$19.86	\$19.86	\$20.46	\$20.46	\$20.46	\$21.07	\$21.07	\$21.07	\$21.69	\$21.69	\$21.69	\$21.69		
Utility Worker	8	42	\$16.88	\$17.38	\$17.90	\$18.45	\$19.00	\$19.00	\$19.00	\$19.56	\$19.56	\$20.15	\$20.15	\$20.15	\$20.76	\$20.76	\$20.76	\$21.37	\$21.37	\$21.37	\$22.02	\$22.02	\$22.02	\$22.02	\$22.02		
Office Clerk	9		\$17.14	\$17.65	\$18.18	\$18.72	\$19.29	\$19.29	\$19.29	\$19.86	\$19.86	\$20.46	\$20.46	\$20.46	\$21.08	\$21.08	\$21.08	\$21.70	\$21.70	\$21.70	\$22.35	\$22.35	\$22.35	\$22.35	\$22.35		
Open	10		\$17.39	\$17.91	\$18.45	\$19.00	\$19.57	\$19.57	\$19.57	\$20.16	\$20.16	\$20.77	\$20.77	\$20.77	\$21.39	\$21.39	\$21.39	\$22.03	\$22.03	\$22.03	\$22.69	\$22.69	\$22.69	\$22.69	\$22.69		
Open	11		\$17.65	\$18.18	\$18.73	\$19.29	\$19.87	\$19.87	\$19.87	\$20.46	\$20.46	\$21.08	\$21.08	\$21.08	\$21.71	\$21.71	\$21.71	\$22.36	\$22.36	\$22.36	\$23.03	\$23.03	\$23.03	\$23.03	\$23.03		
Open	12		\$17.92	\$18.45	\$19.01	\$19.58	\$20.17	\$20.17	\$20.17	\$20.77	\$20.77	\$21.39	\$21.39	\$21.39	\$22.04	\$22.04	\$22.04	\$22.70	\$22.70	\$22.70	\$23.38	\$23.38	\$23.38	\$23.38	\$23.38		
Open	13		\$18.19	\$18.73	\$19.29	\$19.87	\$20.47	\$20.47	\$20.47	\$21.08	\$21.08	\$21.71	\$21.71	\$21.71	\$22.37	\$22.37	\$22.37	\$23.04	\$23.04	\$23.04	\$23.73	\$23.73	\$23.73	\$23.73	\$23.73		
Open	14		\$18.46	\$19.01	\$19.58	\$20.17	\$20.78	\$20.78	\$20.78	\$21.40	\$21.40	\$22.04	\$22.04	\$22.04	\$22.70	\$22.70	\$22.70	\$23.38	\$23.38	\$23.38	\$24.08	\$24.08	\$24.08	\$24.08	\$24.08		
Open	15		\$18.74	\$19.30	\$19.88	\$20.47	\$21.09	\$21.09	\$21.09	\$21.72	\$21.72	\$22.37	\$22.37	\$22.37	\$23.04	\$23.04	\$23.04	\$23.73	\$23.73	\$23.73	\$24.45	\$24.45	\$24.45	\$24.45	\$24.45		
Open	16		\$19.02	\$19.59	\$20.17	\$20.78	\$21.40	\$21.40	\$21.40	\$22.05	\$22.05	\$22.71	\$22.71	\$22.71	\$23.39	\$23.39	\$23.39	\$24.09	\$24.09	\$24.09	\$24.81	\$24.81	\$24.81	\$24.81	\$24.81		
Open	17		\$19.30	\$19.88	\$20.48	\$21.09	\$21.72	\$21.72	\$21.72	\$22.38	\$22.38	\$23.05	\$23.05	\$23.05	\$23.74	\$23.74	\$23.74	\$24.45	\$24.45	\$24.45	\$25.18	\$25.18	\$25.18	\$25.18	\$25.18		
Health Care Specialist	18	47	\$19.60	\$20.18	\$20.79	\$21.41	\$22.05	\$22.05	\$22.05	\$22.72	\$22.72	\$23.40	\$23.40	\$23.40	\$24.09	\$24.09	\$24.09	\$24.81	\$24.81	\$24.81	\$25.56	\$25.56	\$25.56	\$25.56	\$25.56		
Technology Services Assistant	19	44	\$19.88	\$20.48	\$21.10	\$21.73	\$22.38	\$22.38	\$22.38	\$23.05	\$23.05	\$23.74	\$23.74	\$23.74	\$24.45	\$24.45	\$24.45	\$25.19	\$25.19	\$25.19	\$25.94	\$25.94	\$25.94	\$25.94	\$25.94		
Administrative Clerk	20	53	\$42,137	\$43,401	\$44,703	\$46,044	\$47,426	\$47,426	\$47,426	\$48,848	\$48,848	\$50,314	\$50,314	\$50,314	\$51,823	\$51,823	\$51,823	\$53,378	\$53,378	\$53,378	\$54,978	\$54,978	\$54,978	\$54,978	\$54,978		
Bus Driver	21	45	\$20.49	\$21.10	\$21.73	\$22.38	\$23.05	\$23.05	\$23.05	\$23.75	\$23.75	\$24.46	\$24.46	\$24.46	\$25.19	\$25.19	\$25.19	\$25.95	\$25.95	\$25.95	\$26.72	\$26.72	\$26.72	\$26.72	\$26.72		
Speech Language Pathology Assistant (SLPA)	22	55	\$20.79	\$21.41	\$22.06	\$22.72	\$23.40	\$23.40	\$23.40	\$24.10	\$24.10	\$24.83	\$24.83	\$24.83	\$25.57	\$25.57	\$25.57	\$26.33	\$26.33	\$26.33	\$27.13	\$27.13	\$27.13	\$27.13	\$27.13		
Bus Driver/Mechanic	23	46	\$21.11	\$21.74	\$22.39	\$23.06	\$23.75	\$23.75	\$23.75	\$24.46	\$24.46	\$25.20	\$25.20	\$25.20	\$25.95	\$25.95	\$25.95	\$26.73	\$26.73	\$26.73	\$27.54	\$27.54	\$27.54	\$27.54	\$27.54		
SIS/CALPADS Data Technician	24	54	\$44,723	\$46,064	\$47,447	\$48,870	\$50,336	\$50,336	\$50,336	\$51,846	\$51,846	\$53,401	\$53,401	\$53,401	\$55,004	\$55,004	\$55,004	\$56,654	\$56,654	\$56,654	\$58,352	\$58,352	\$58,352	\$58,352	\$58,352		
School Site Secretary	25	52	\$37,741	\$38,874	\$40,039	\$41,240	\$42,478	\$42,478	\$42,478	\$43,752	\$43,752	\$45,065	\$45,065	\$45,065	\$46,417	\$46,417	\$46,417	\$47,809	\$47,809	\$47,809	\$49,243	\$49,243	\$49,243	\$49,243	\$49,243		
Business and Data Technician/Tech Lead	26	51	\$46,074	\$47,456	\$48,880	\$50,347	\$51,857	\$51,857	\$51,857	\$53,412	\$53,412	\$55,016	\$55,016	\$55,016	\$56,665	\$56,665	\$56,665	\$58,366	\$58,366	\$58,366	\$60,117	\$60,117	\$60,117	\$60,117	\$60,117		
Human Resources Support Services Technician	27	50	\$46,765	\$48,169	\$49,613	\$51,102	\$52,634	\$52,634	\$52,634	\$54,214	\$54,214	\$55,840	\$55,840	\$55,840	\$57,515	\$57,515	\$57,515	\$59,242	\$59,242	\$59,242	\$61,018	\$61,018	\$61,018	\$61,018	\$61,018		

Please note: With the restructure of the salary schedule, the prior year job classification escape codes are included during this transition year as an original reference only.

Board Approved: June 21, 2022