

Salinas City Elementary School District (SCESD)
and
California School Employees Association (CSEA) Chapter 149

TENTATIVE AGREEMENT
FOR 2021-2022 and 2022-2023
January 20, 2023

The District and CSEA agree to the following tentative agreement:

- A 4% salary increase for the 2021-2022 work year, retroactive to July 1, 2021, for all active employees and those who retired in 2021-2022.
- A 6% salary increase for the 2022-2023 work year, retroactive to July 1, 2022, to include all active employees.
- A one (1) time prorated stipend of up to \$5,000 for fiscal year 2022-2023, to be paid as follows to all active employees hired by the date this agreement is approved by the Board of Education:

Grand Total Hrs. of Employment per Day	One-time Stipend
6 hrs.- 8 hrs.	\$5,000
4 hrs.-5.99 hrs.	\$4,000
3 hrs.- 3.99 hrs.	\$3,000
2 hrs.- 2.99 hrs.	\$2,000
Under 2 hrs.	\$1,000

- An increase resulting from the squaring of the current Classified Salary schedule.
- HEALTH AND WELFARE BENEFITS: There will be no changes to employer premium payments.

Salinas City Elementary School District (SCESD)
and
California School Employees Association (CSEA) Chapter 149

TENTATIVE AGREEMENT
FOR 2021-2022 and 2022-2023
January 20, 2023

For CSEA:

Musilda Ortiz
Albert Chellam
Joe Sanchez
Rosie Sanchez
HR, LRR
Amador Mendez
Julia Paula Perez
Sonia R. Lamy

For SCESD:

R. I. Alender
Samuel

DATE: 1/20/23

DATE: 1/20/23

ARTICLE VIII PAY AND ALLOWANCES

A. Wages:

For the 2021-2022 fiscal year, a salary increase of 4% will be added to all active employees and those who retired in 2021-2022. For the 2022-2023 fiscal year, a salary increase of 6% will be added to all active unit members who were employed effective July 1, 2022.

Plus, a one (1) time prorated stipend of up to \$5,000 for fiscal year 2022-2023, to be paid as follows to all active employees hired by the date this agreement is approved by the Board of Education:

Grand Total Hrs. of Employment per Day	One-time Stipend
6 hrs.- 8 hrs.	\$5,000
4 hrs.-5.99 hrs.	\$4,000
3 hrs.- 3.99 hrs.	\$3,000
2 hrs.- 2.99 hrs.	\$2,000
Under 2 hrs.	\$1,000

This shall be paid after CSEA ratification and required approvals on the side of the District and the Monterey County Office of Education.

If any employee group receives an across the board on-schedule salary increase that is more the negotiated increase for CSEA, the additional compensation shall be applied to CSEA unit members. In such a case, CSEA and the District shall meet no more than thirty (30) days following the increase, to determine how the difference in the increase will be applied to CSEA. The parties agree that salary increases that are linked to additional work days and/or work hours in the work year and increases to stipends will be excluded from the "Me Too."

B. Longevity:

In addition to their regular rate of pay, the District shall compensate long service unit members a Longevity Stipend, based on their annual rate of pay, as follows:

Years of Completed Service	Percentage Stipend
After 10 years	5%
After 15 years	10%
After 20 years	15%
After 25 years	20%
After 30 years	25%

ARTICLE VIII PAY AND ALLOWANCES

When an employee moves from one salary range to another on the classified salary schedule, longevity shall continue to be paid at the longevity percentage increment level earned at the time of the change. New longevity percentage increments shall continue to be earned based on the employee's first date of hire in the District.

When the District proposes to create a new position / classification, the District and CSEA will convene the Comparable Worth Committee. (See Article XVIII- Reclassification of Positions). All new positions /classifications shall be reviewed by the Comparable Worth Committee and forwarded to the Employee Employer Relations Committee ("EERC") with a recommendation for a salary range placement.

- C. Section 125 Flexible Benefit Plan shall be made available to all unit members provided there is no cost to the District.
- D. Initial Salary Step Placement of Employees:
1. Incoming employees shall be credited with a maximum of three (3) years of experience as follows:
 - a. Employment in another school district:
 - (1) One (1) year credit for each year of employment in the same job class.
 - (2) One (1) year credit for each two (2) years of employment in a related job classification as listed in the Salinas City Elementary School District Salary Schedule.
 - b. Employment other than a school district:
 - (1) One (1) year credit for each two (2) years of employment in a position, as determined by the Superintendent or his/her Designee comparable to the position to which the employee has been hired.
 2. All unit members hired on the same date shall be placed on the seniority list by lottery in relative order of the outcome within thirty (30) days of hire date. This will establish their order of seniority.
- E. Salary Placement of Unit Members Upon Promotion:
1. Unit members who promote from one position to another in the same class will be placed, when available, on a step column that reflects no less than a five percent (5%) pay increase.
 2. Unit members who promote from one class to another will be placed on the first step column that reflects a pay increase of no less than five percent (5%).

<p style="text-align: center;">ARTICLE VIII PAY AND ALLOWANCES</p>

F. Regular Rate of Pay:

1. The regular rate of pay for each position shall be in accordance with the rates established for each classification as set forth in the approved salary schedule.
2. Regular rate of pay does not include longevity increments and/or any professional growth rate increases.
3. Any additional hours worked, that are not part of the regular assigned work hours, will be considered miscellaneous pay. All additional hours will reflect benefits on a properly prorated basis (i.e., PERS, vacation, and sick leave).

G. Salary Schedule Structure:

The salary schedule for unit members is (approximately) two and one-half percent (2.5%) between ranges with five (5) lateral steps of five percent (5%) each. (See Appendices: 2021-2022 Salary Schedule) In the event that the schedule inadvertently loses this structure, the parties shall meet and negotiate how to rectify the misalignment.

H. Step Increases:

1. Unit members shall receive a step movement on a the salary schedule each July 1 contingent upon having been in paid status for a minimum of 75% of the employee's work year calendar in the previous school year.
2. Unit members moving to a new classification must have been in paid status in the new classification for a minimum of 75% of the employee's unit member's new work year calendar to be eligible to receive a step increase the following July 1st.
3. Unit members shall receive a step movement on the salary schedule each July 1st.

I. Compensation During Required Training Periods: A unit member who is required and directed by the District to attend training sessions shall be compensated at their appropriate rate of pay.

J. Compensation for Working Out of Classification:

1. A unit member assigned by their supervisor to work out of classification shall be compensated at the higher classification rate for the entire period required to work out of classification. The term "higher classification rate" is the rate of pay of the higher classification at the unit member's current step placement.
2. Any work performed during the unit member's regularly assigned work time out of the unit member's classification shall be compensated at no less than the employee's regular rate of pay.
3. In the event the unit member is requested and agrees to work out of class at times other than their regularly assigned work time, they shall be paid at the range for that classification and at the unit member's current step placement.

<p style="text-align: center;">ARTICLE VIII PAY AND ALLOWANCES</p>

K. Salary Payments:

1. Unit members shall be paid on the last working day of each calendar month.
2. All extra time, out of class work, and overtime worked between the beginning of the month and the end of the month will be paid by the 15th of the following month.
3. All payments due upon separation of an employee shall be paid within thirty (30) days of the last working day to the employee or to any person entitled thereto by law.

L. Deductions:

Deductions from salary for purchase of tax sheltered annuities shall be made for regular classified service employees on the request of the employee. Annuities may be purchased from any private insurance company qualified and authorized to do business in the State of California and to sell annuity contracts to public employees in the State. Purchase of annuities from private insurance companies shall not be made henceforth with companies that do not sign the District's hold harmless agreement.

M. Bilingual/Biliterate Stipend

1. Unit members may opt to take the District's assessment(s) of Spanish or other Language Skills (based on the needs of the district) to qualify for a yearly bilingual stipend. Unit members will be able to test up to 2 times per year if they do not pass.
2. Office staff (Secretary, Typist Clerk and Health Tech) or Paraeducators assigned to a Dual Immersion or Alternative Program classroom may choose to take the bilingual / biliterate assessment. The skills of reading, writing, listening and speaking in a required language other than English shall be verified through a test designated by the Salinas City Elementary School District.
 - a. Staff in the above categories who pass the bilingual/biliterate assessment will receive a stipend of \$100/month (10 months).
3. All other unit members, not referenced in paragraph 2 above, may choose to take the auditory and verbal only assessment. These unit members who pass the bilingual assessment will receive a stipend of \$50/month (10 months).
4. Unit members who receive the bilingual/biliterate stipend will assist in interpreting and/or translating, depending on their category (paragraph 2 or 3 above), during their work hours. Time interpreting outside of the performance of their regular duties shall not extend the unit member's work day or reflect a failure to complete their regular duties. Any time spent interpreting and/or translating outside the employee's regular work time will be paid at their miscellaneous rate of pay. Overtime as described in Article VIII may apply.

<p style="text-align: center;">ARTICLE VIII PAY AND ALLOWANCES</p>

N. Uniforms for Personnel:

1. The Board of Education requires that all custodial, maintenance, delivery truck driver, noon supervisor and cafeteria personnel wear a uniform and that this uniform, or a uniform allowance, be provided by the District as follows:
 - a. Custodians, maintenance, and delivery truck driver personnel, after the first six (6) months of probationary period, shall be provided four (4) uniform shirts and one (1) uniform jacket. All permanent unit members shall receive their uniform shirts and jacket by the end of September.

In the event an additional uniform is needed due to work related wear and tear, it shall be provided.
 - b. Cafeteria, Maintenance, Bus Driver, Groundskeeper, Delivery Driver and Custodian personnel, after the first six (6) months of probationary period shall be issued an allowance in the amount of one hundred fifty dollars (\$150.00) for safety shoes within thirty (30) days. All permanent unit members shall receive their allowance by the end of September. All Classifications receiving this allowance shall be required to wear their safety shoes at all times
 - c. Campus Supervisors shall be provided by the District a jacket and vest to wear while they are on duty. Preferably, jackets shall be lined windbreakers. Replacement of these jackets shall be provided as needed.
 - d. All those employees wearing uniforms supplied by the District shall also be supplied with appropriate rain gear if needed.
 - e. Identification patches shall be provided by the District and worn on uniforms.
 - f. Bus drivers shall be provided windbreaker jackets with District identification patches.
 - g. Two (2) Freezer coats shall be provided in each cafeteria for the use of employees having to work in the cold storage/freezer rooms.

The District and CSEA-Chapter mutually agree to move the Comparable Worth Section to Article XVIII: Reclassification of Positions.

**ARTICLE VIII
PAY AND ALLOWANCES**

For CSEA:

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Albert Bellaw
Joe Sanchez
Rosario Sanchez
Jan URR
Isidoro Mendez
Julia Quila Perez
Xonia R. Xaenz

For SCESD:

R. I. Allender
Susan

DATE: 1/20/23

DATE: 1/20/23

**ARTICLE X
EMPLOYEE TRAVEL**

- A. Unit members required to use their personal vehicles to carry out their duties on a regular basis must maintain a valid CA drivers license and current proof of insurance. Such unit members will be provided a vehicle use stipend as described below:

The following positions shall receive a \$100 per month vehicle stipend: School Community Coordinator I/II serving more than 1 site, Migrant ID&R/Health Coordinator, Licensed Vocational Nurse serving more than 1 site, FRC Community Coordinators, Electronic Technicians serving more than 1 site, Lan Tech 1 and II.

Unit members receiving this stipend are not eligible for Federal mileage reimbursement except as described in section D below. This stipend applies to all use of personal vehicles within the general City of Salinas area (Salinas, Alisal, Santa Rita, Spreckels).

All other unit members who use their personal automobile for job related duties with prior authorization, shall be reimbursed at the Federal mileage reimbursement rate.

- B. At the Superintendent or designee's discretion, they may adjust the above schedule downward whenever work assignments or schedule changes prove the amount to be excessive. In determining the amount of reimbursement, a reasonable average based upon actual expenses shall be used and it shall remain the same from month to month unless there is a change in the unit member's schedule.
- C. The amount may be prorated if the is absent from their duties for (10) days or more during the calendar month or is on duty but traveling at District expense for such period of time. The proration will be determined as follows:

$$\frac{\text{Allowance}}{\text{Working Days}} \times \text{days worked}$$

- D. If travel outside the general Salinas area is properly authorized, reimbursement shall be allowed at the Federal mileage reimbursement rate when personal automobiles are used. If a District automobile/van is available for general area trips, the Superintendent or their designee may authorize the use of the District Vehicle. Special trips outside Monterey County require prior approval of the Superintendent or their designee who shall designate the means of travel.
- E. When two or more employees are attending the same meeting, reimbursement is authorized for one car only, unless more than one car is required.
- F. An advance of funds may be provided in cases of hardship as authorized by the Superintendent or their designee.
- G. Payment by an employee to an employee of another district for sharing of transportation costs may be authorized by the District Superintendent or their designee if such costs are not more than train or bus fares.

H. Bargaining unit members who are required to participate in field trips shall be provided lunches when students eat lunch as part of the field trip. If lunches are not provided, bargaining unit members shall be reimbursed for meals at the rate established in current Board Policy and/or Regulation. Bus drivers who only "drop-off" and "pick-up" students are not eligible for the above.

For CSEA:

Inudod P Mendez
Rosie Sanchez
Musky O'Leary
Julia Cantor Perry
Donna R. Lang
Joe Sanchez
HO, LRR

For SCESD:

Susan Chry 12/15/2022
Silviana Vazquez 12/15/22
K. Dillender 12/15/22

12/15/22

ARTICLE XI HOLIDAYS

A. 1. Holidays shall be as follows:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Day
Day After Thanksgiving	Washington's Day
Christmas Eve Day	Friday before Easter
Christmas Day	Cesar Chavez Day
	Memorial Day
	Juneteenth

2. Regular classified service and part-time employees are entitled to the legal holidays declared by the President or Governor of this State, and authorized by the Governing Board, and such other holidays as may be declared by the Governing Board without loss of pay.
3. A holiday falling within a vacation period shall not constitute a vacation day.
4. A holiday occurring while an employee is on leave of absence for sickness or injury shall not count against the employee's sick leave credits.
5. Employees may be required to perform their duties on holidays and shall be compensated as otherwise provided in the overtime section of this Agreement.
6. Each day declared by the President or Governor of this State as a day of mourning, thanksgiving or holiday in which the declaration provides that public schools shall be closed, shall be a paid holiday for eligible bargaining unit members.

B. Holiday Eligibility:

1. An employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.
2. Employees who are not normally assigned to duty on the holidays of Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, or the Friday before Easter shall be paid for those holidays provided that they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the winter or spring recess period.

**ARTICLE XI
HOLIDAYS**

For CSEA:

Arundel M. Mendoza
Rosalee Sanchez
Joe Sanchez
Musella Est
Julia Amelia Peraz
Ligia R. Xaerz
JO, RR

For SCESD:

R. D. Dillender 12/15/22
James 12/15/22

ARTICLE XIII LEAVES

A. Absences and Reporting:

1. Unit members who will be absent shall report their absence through the online absence reporting system used by the District, as soon as possible (for example: the day before) and not later than one (1) hour prior to the start of their workday. Unit members must identify the cause of absence, for example: "Illness," "personal necessity," "personal importance," and/or other causes allowed by this Master Agreement.
2. All absences need to be reported. For a continuous absence, prior notice of the absence needs to be given, acknowledged, and approved (if applicable) by the supervisor.
3. Upon their return from an absence, the unit member shall indicate the reason for their absence on the Time Report (CSD 172) Form. If absent on account of illness or injury; it is the unit member's responsibility to provide proof of such illness or injury if requested. The District may, at its discretion, require certification substantiating the basis for the particular sick leave. The certification needs to include one of the following:
 - a. A doctor's verification of illness or injury is filed with the Superintendent/designee, stating that the unit member could not or should not perform his/her normal duties; or
 - b. A written statement to the effect that a member of a religious sect, denomination or organization, and that they were ill or injured and treated by the practice of their religion.
4. A unit member who fails to report their absence in a timely manner and in accordance with the provisions of this article and/or otherwise abuse their use of leaves, including but not limited to refusing to submit medical certification or providing false information to support their leave basis, shall be subject to disciplinary action.

B. Sick Leave:

1. Each classified unit member employed eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to twelve (12) days leave of absence for illness or injury with full pay.
2. Each classified unit member employed eight (8) hours a day, five (5) days a week for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months they are employed bears to twelve (12).
3. Each classified unit member employed less than eight (8) hours a day, five (5) days a week, twelve (12) months a year, shall be entitled to their daily pro-rata share of sick leave as outlined in 1. & 2. of this Article.

ARTICLE XIII LEAVES

4. Unit member's previous month's sick leave accruals and usage will be reflected in their monthly pay stub.
5. Any earned but unused sick leave is cumulative from year to year.
6. Illustration of Monthly Earned Sick Leave

- a. Sick leave hours shall be calculated by multiplying the number of hours worked per day by the number of months worked per year:

Example

Daily Hours Worked	(Multiplied by) Months Worked	Totals Annual Sick Leave Hours Earned
8 hours	12 months	96 SL Hours
4 hours	12 months	48 SL Hours
8 hours	10 months	80 SL Hours
4 hours	10 months	40 SL Hours

- b. For the purposes of this section, unit members shall be considered to have worked 10 or 12 months based on the length of their work year, as follows.

Days In Work Year	Considered Months of Work
180 - 198	10 Month
220+ days	12 Month

- c. Sick leave hours shall be adjusted with any change in regular hours and/or months worked. Within two (2) pay periods of the change in the unit member's assigned work hours, their sick leave rate accrual and earned sick leave totals will be adjusted.

7. Unit members may use sick leave for medical appointments.

C. Pregnancy Disability Leave:

1. A unit member shall be entitled to a leave of absence for pregnancy, childbirth, or conditions related thereto (i.e. disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom).

ARTICLE XIII LEAVES

2. The unit member shall be entitled to use accumulated sick leave and extended illness leave on the same basis provided for any other illness or injury.
3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.
4. The period of leave, including the date upon which the leave shall begin, shall be determined by the unit member and their doctor. A statement from the unit member's doctor as to the beginning date of such leave shall be filed with the Human Resources Office at least thirty (30) calendar days before the due date. Such certification shall be obtained by using CSD 182, "Sick Leave Due to Pregnancy of Unit member."
5. Prior to return to work, the unit member shall provide written verification from their physician releasing them to perform the essential functions of their position, with or without reasonable accommodation.

D. Parental/Child Rearing Leave:

1. As provided by Education Code section 45196.1, unit members shall be entitled to parental leave as set forth in this section.
 - a. For purposes of this section, "parental leave" shall be defined as leave for the reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care.
 - b. Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.
 - c. When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of Parental/Child Rearing Leave under the California Family Rights Act (CFRA; Section O below), they shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Section D., 2., below, but shall not count against the leave entitlement set forth in that Section. In order to use 50% pay, the unit member must be eligible for leave under the CFRA, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.
 - d. Leave taken under this section shall count against any entitlement to Parental/Child Rearing Leave under CFRA and the aggregate amount of leave taken under this section and CFRA shall not exceed twelve (12) workweeks in any twelve (12) month period.

ARTICLE XIII LEAVES

- e. Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period.
- f. Paid parental leave under this section is in addition to leave taken for disability due to pregnancy, childbirth or related medical condition.

2. Unpaid Child Rearing Leave:

- a. In addition to paid parental leave and child-bonding leave under Section D., 1., above, leave without pay or other benefits may be granted to a unit member for child rearing.
- b. The unit member shall request such leave as soon as practicable. The request shall be made in writing to the Superintendent or designee and shall include a statement as to the dates the unit member wishes to begin and end the leave without pay.
- c. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent or designee when considering the scheduling and unit member replacement problems of the District.
- d. The duration of such leave shall consist of no more than ten bargaining unit member's work year.
- e. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such unit member is on leave for child rearing.
- f. There shall not be change of employment status for child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority for layoff. The unit member shall have the prerogative to continue to receive insurance benefits provided by the District, as allowed by the vendors, with provision that the unit member pays the full cost of the premium.
- g. If a unit member is on leave for child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment. If there is no vacancy for which the unit member is qualified, the District will assign the unit member to a position as soon as practicable.
- h. Any unit member adopting an infant may receive leave without pay of up to one (1) year which shall commence upon the member receiving de facto custody of said infant, or earlier if necessary, to fulfill the

ARTICLE XIII LEAVES

requirements of the adoption. Four (4) days leave shall be provided under Personal Necessity Leave without loss of pay or benefits to a unit member for the purpose of submitting to the rules and regulations of said agency.

E. Industrial Accident and Illness Leave:

1. Classified service unit members shall be entitled to industrial accident or illness leaves of absence under the following provisions:
 - a. Allowable leave shall be for a maximum of 60 working days in any one fiscal year for the same accident.
 - b. Allowable leave shall not be cumulative from year to year.
 - c. Allowable leave shall commence on the first day of absence.
 - d. Payment for wages lost on any day while the unit member is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the unit member under the workmen's compensation laws, exceed the normal wage for the day.
 - e. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability payment made under workmen's compensation.
 - f. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
 - g. If the 60-day leave of absence is exhausted and the unit member is not medically able to return to work, they then use only so much of their accumulated sick leave, accumulated vacation time, or accumulated compensating time which, when added to the workmen's compensation temporary disability payment, will provide for a full day's wage or salary.
 - h. During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, or compensated time off, the unit member shall endorse to the District checks received under workmen's compensation laws. Credit shall be given to the unit member's accumulated sick leave, vacation, or compensated time off in an amount of time proportionate to the compensation monies received when such leave has been charged.
 - i. When all available leaves of absence have been exhausted and if the unit member is not medically able to return to work, they shall be placed on a re-employment list for a period of 39 months. When available, during the 39-month period, they shall be employed in a vacant position in the class of

ARTICLE XIII LEAVES

their previous employment over all other available candidates except for any re-employment list established because of lack of work or lack of funds. Any unit member who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed.

- j. Any unit member receiving benefits for industrial accident or illness leave shall remain within the State of California unless authorized by the Board to travel outside the State.
- k. Unit members requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the unit member is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.
- l. Periods of leave of absence shall not be considered to be breaks in service. Health and welfare benefits shall continue in force if the unit member is on temporary disability and/or is in paid status.

F. Extended Illness or Injury Leave:

- 1. Each unit member shall be credited with not less than one hundred (100) working days per illness or injury of paid sick leave, including annual and accumulated sick leave entitlement under Section B of this Article (Sick Leave). Unit members who begin employment subsequent to July 1 shall be credited with a prorated number of the one hundred (100) days. The one hundred (100) working days shall run concurrently with any other paid or unpaid leave entitlement.
- 2. Upon exhaustion of regular sick leave (10 or 12 days), a unit member shall utilize accumulated sick leave and other paid leave, excluding vacation and compensatory time, if any, prior to using the balance, if any, of the one hundred (100) working days of Extended Illness or Injury Leave.
- 3. Upon exhaustion of all sick leave hours (regular and accumulated) and any other paid leave, excluding vacation and compensatory time, extended Illness or Injury Leave shall be at a rate of fifty (50) percent of the unit member's regular salary.
- 4. Any unit member who has exhausted the one hundred (100) working days of Extended Illness or Injury Leave but has accumulated sick leave, vacation or compensation time, shall be placed on additional paid leave for a period of not less than the number of paid days remaining.
- 5. Extended Illness or Injury Leave is not cumulative.

G. Personal Necessity Leave:

- 1. Each unit member may elect in case of personal necessity to use available personal illness or injury "sick leave" as provided in Education Code Section 44978. As used herein, the term "immediate family" shall include all persons named in Bereavement

ARTICLE XIII LEAVES

Leave #1. As used herein, the term "personal necessity" shall refer to those situations where the unit member's presence is urgently required, as opposed to situations where the unit member's presence is required merely for the convenience of the unit member or their relative, and as opposed to situations where the particular matter could be taken care of on weekends or in after-school hours. The term "personal necessity" shall include the following situations:

- a. Death of a member of their immediate family when additional leave is required beyond the necessary leave the unit member is entitled to as defined in Bereavement Leave.
 - b. Accident, involving the unit member's person or property, or the person or property of a member of their immediate family.
 - c. Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena, or any order made with jurisdiction. Any appearance in court as a witness shall additionally be governed in accordance with Jury Duty Leave, insofar as said leave does not conflict with this leave.
 - d. Illness of a member of the immediate family where other arrangements cannot be made.
 - e. Critical illness of a member of their immediate family. Critical illness is a life threatening illness or accident.
 - f. Observance of religious holidays formally celebrated by recognized religious groups.
 - g. Examination for certification or degree.
 - h. Attendance at graduation ceremonies involving a member of the immediate family.
 - i. Marriage of a member of the immediate family.
2. Personal Necessity shall be reported in accordance with Section A., 1-3. The unit member shall write on the Time Report (CSD 172) a statement of the facts and reasons for personal necessity.
 3. No more than nine (9) days of "sick leave" may be used for personal necessity in any school year.

H. Personal Importance Leave:

1. It is recognized that there are occasions when a unit member may require a Personal Importance Leave. In this event, seven (7) days annually may be taken and charged against the nine (9) days of Personal Necessity Leave provided by this Article. The

ARTICLE XIII LEAVES

unit member should provide at least one (1) week's notice of this need prior to the time taken off. The district may approve or not approve this leave unless it is determined that unforeseen circumstances have arisen.

2. Personal Importance Leave shall be reported in accordance with Section A., 1-3. It requires a mark in the appropriate column on the Time Report Form (CSD 172).

I. Bereavement Leave:

1. Bereavement leave, without loss in pay, shall be granted for five (5) days for the critical illness or death in the immediate family of the unit member, spouse or domestic partner. The immediate family means spouse, mother, father, stepmother, stepfather, grandmother, grandfather, grandchild, daughter, daughter-in-law, son, son-in-law, sister, sister-in-law, brother, brother-in-law, aunt, uncle, niece, nephew, or any relative living in the immediate household of the unit member.
2. Bereavement leave to attend the funeral of a close friend or relative, not a member of the immediate family, will be granted for the time necessary to attend the funeral, up to one-half (1/2) day if the funeral is in Salinas and up to one (1) day if the funeral is out of the immediate environs. Any time in excess of this is to be called an unexcused absence; i.e., a deduction for substitute pay to be made.
3. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for the death of the same member of the family shall not be granted in the same fiscal year without loss of pay if the unit member uses the maximum days allowed during the time of critical illness.

J. Military Leave:

1. Unit members shall be entitled to military leaves of absence with pay and benefits as follows:
 - a. The unit member must have at least one year of service in the District.
 - b. The unit member will receive his/her regular compensation for a maximum of thirty (30) calendar days (per fiscal year) of ordered military duty. (Military and Veterans Code, Section 395.01)
 - c. As used in this section, the unit member:
 - (1) Must be ordered into active military duty as a member of a reserve component of the Armed Forces of the U.S.;
 - (2) Must be ordered into active federal military duty as a member of the National Guard or Naval Militia; or
 - (3) Is inducted, enlists, enters, or is otherwise ordered or called into active duty as a member of the armed forces.

ARTICLE XIII LEAVES

K. Jury Duty Leave and Witness Leave:

1. Leave of absence to serve on a jury shall be granted with no loss in pay. Unit members who are absent from work due to Jury Duty Leave shall report their absence in accordance with Section A., 1-3. Within one (1) week of completing their jury service, the unit member shall submit proof of service. As a school district employee, unit members should not receive any compensation for jury service. However, if money is received, proof of juror fees paid for service must be submitted as soon as possible. The District deducts the fee that is currently paid by the courts. Failure to submit proof of service will subject the unit member to an unpaid absence and/or disciplinary action. Failure to provide any paid juror fees may be in violation of CCP Section 215(b). Language explaining the deduction of fees will be part of the payroll sheet.
2. The unit member will return to complete their normal workday following completion of their jury duty, unless that unit member's regular workday begins at 3:00 p.m. or later. A unit member who is required to serve on jury duty beyond 1:00 p.m., shall be relieved from that day's work with pay.
3. Leave of absence shall be granted with no loss in pay to unit members who have been subpoenaed as witnesses, provided the unit member is not a litigant in the case. Within one (1) week of being served, the unit member shall submit proof of the subpoena. They shall also report their absence in accordance with Section A., 1-3 .

L. Leave Without Pay:

1. The District may grant leave of absence without pay to a unit member upon written request (Form CSD 154) of the unit member for reasons other than the intent of employment elsewhere for any period not to exceed one (1) year, except for military service.
2. The granting of a leave without pay gives to the unit member in a one-of-a-kind position the right to return to his/her position at the expiration of the leave, provided he/she is physically and legally capable of performing the duties. If the position is filled, it shall be filled with a unit member, substitute, or short-term employee for the duration of the leave.
3. The granting of a leave without pay gives all other unit members the right to return to a like position at the expiration of their leave, provided they are physically and legally capable of performing the duties.
4. The District may, for good cause, cancel any leave without pay by giving the absent unit member due notification of at least two (2) weeks time to return to their job.
5. A unit member may make a written request to the District to return to work prior to the expiration date of the leave. The District may approve or reject the request.
6. A unit member on leave under these provisions shall notify the District in writing about their intent to return to work fifteen (15) days prior to the end of the leave. The

ARTICLE XIII LEAVES

District shall remind the unit member either verbally or in writing prior to the date notification is required.

M. Attendance Incentive Plan:

1. General Provisions:

a. Eligibility: Any unit member who has been employed by the District for two (2) or more years shall be eligible to participate in the Plan. Unit members employed less than two (2) years shall become eligible the day following their second anniversary date. For the purposes of this provision, unit members employed for school days only shall be considered the same as twelve (12) month unit members.

2. Exceptions: Any unit member is eligible for additional sick hours or the monetary equivalent to those hours, as calculated under 4, The Plan, of this article.

3. Unit members may opt each year to carryover all unused days to the following year instead of being paid as specified below.

4. The Plan:

1. Any unit member who has used one-half (1/2) or less of the current year's sick leave, earned in accordance with Article XIII, Section B, shall be paid a stipend by the last day of October of the following school year.

1. Unit members who work up to four (4) hours will earn a \$200 stipend.

2. Unit members who work four (4) hours or more will earn a \$400 stipend.

a. For the purpose of this Plan, sick leave shall be calculated in hours.

b. The stipend shall be calculated at the pay rate of the unit member in effect at the time it is paid.

c. If possible, payment of the stipend shall be separate from the unit member's regular pay warrant.

N. Donation of Sick Leave:

1. Any bargaining unit member may donate, on district form (CSD 52), up to ten (10) days of accumulated and unused sick leave to a pool of sick leave for any qualified classified unit member who, they themselves or their child or spouse has suffered a long-term illness or disability and who has exhausted all other paid leaves. The donor will submit CSD 52 to the Business Office.

ARTICLE XIII LEAVES

2. The donor must keep for their own use earned sick leave equivalent to the number of days/hours accrued in two (2) years.
3. To qualify to receive donated sick leave, the unit member or family member must submit a written request and medical verification of long-term serious illness to the President of Chapter #149 for consideration and approval/disapproval by the Chapter's Executive Board. A long-term serious illness is usually one that is either terminal or permanently debilitating. The decision of the Executive Board shall be presented to the District and the applicant in writing.
4. Donated sick leave shall be converted for utilization on a day-for-day basis, meaning the recipient shall be paid at their regular rate of pay.
5. The recipient shall utilize donated sick leave in the order donations are received, exhausting all days donated by one employee before beginning to utilize days donated by another employee.
6. Donated sick leave not utilized by the recipient shall be returned to the donor.

O. Family Care and Medical Leave:

An eligible unit member shall be entitled to up to 12 work-weeks of unpaid leave within a 12 month period for family and medical reasons under the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("family medical leave" or "CFRA"). The following provisions shall be interpreted in accord with those statutes and their regulations.

1. An unit member shall have been employed for a minimum of 12 months and at least 25 hours a week during this period to be eligible for family care and medical leave.
2. Leave may be granted for the birth, adoption or foster care of a child or for the serious health condition of a unit member or the unit member's child, spouse or parent. The Family Care and Medical Leave defines a child as a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing *in loco parentis* who is either under eighteen years old or is older and incapable of self care. Parent means the biological, foster or adoptive parent, a step-parent, or parent of an individual who stood *in loco parentis* to an unit member when the unit member was a child.
3. "A serious health condition" is one that involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision of a health care provider.
4. A unit member who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any twelve month period and twelve work weeks of paid (at the same level paid for unit members not on leave) health and welfare benefits. A twelve month period commences on the first day of Family Care and Medical Leave.

ARTICLE XIII LEAVES

Family Care and Medical Leave may be taken intermittently or on a reduced leave schedule if the District agrees; a leave to care for sick family member or for the unit member's own condition may be taken intermittently or on a reduced leave schedule when medically necessary. A reduced leave schedule reduces a unit member's usual number of hours per day or week. An intermittent leave may include leave of periods from an hour to several weeks.

5. A unit member may elect or the District may require the unit member to substitute for family care and medical leave, compensatory time or any other unpaid negotiated time. A unit member may elect or the District may require an unit member to substitute for family care and medical leave, accrued sick leave for the serious health condition of the unit member.
6. Any family care and medical leave taken for a disability caused by pregnancy, childbirth or related medical condition shall be in addition to pregnancy disability leave provided for in Government Code section 12945. A unit member may take family leave once her pregnancy disability is over (i.e., when her physicians take her off disability following the birth of her child) or after four months of pregnancy disability, whichever is shorter.
7. If the unit member fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the unit member will be liable to the District for premiums paid for maintaining the unit member's health coverage during the Family Care and Medical Leave.
8. **MILITARY CAREGIVER LEAVE:** An eligible unit member may also take up to 26 workweeks of FMLA leave in a single 12-month period. Leave under FMLA or CFRA shall run concurrently with any other paid or unpaid leave entitlement.

To care for a covered service member with serious injury or illness if the unit member is the spouse, son, daughter, parent or next of kin, as defined in applicable statute or regulation, of the service member (military caregiver leave).

Eligible family members of both current service members and certain veterans are entitled to military caregiver leave.

ARTICLE XIII
LEAVES

1/20/23

For CSEA:

Musula Ortiz
Joe Sanchez
Albert Chellano
Rocio Sanchez
PA, WR
Lindred Mendez
Julia Anita Perez
Lorin P. Xermy

For SCESD:

R. J. Blenda
L. J. Blenda

ARTICLE XV EVALUATION PROCEDURE

A. Evaluations shall be completed as follows:

1. New unit members shall serve a 6-month probationary period and shall be evaluated twice, at the end of the second (2nd) and (5th) months.
2. Unit members who are promoted shall serve an 80 working day probationary period and shall be evaluated at least once, preferably at the midpoint. If the unit member has served more than half of their probationary period, they shall serve an additional 40 working days of probation in the position they were promoted into.
3. Permanent unit members who transfer shall be evaluated on or around the 30th workday in their new position.
4. Permanent unit members shall be evaluated every two years following the probationary period.
5. Job performance matters between a and supervisor shall be discussed at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation.

Immediate Supervisor:

The evaluation shall be completed by the employee's immediate supervisor. In the case of classroom support staff, a teacher may provide input, but is not the evaluator. The evaluator is required to personally observe the work of the classified employee's job performance.

B. Evaluation:

1. Unit member's evaluations shall be placed in the personnel file of each employee and maintained at the District's central administration office.
2. No evaluation shall be based on hearsay statements or comments without a thorough investigation by the supervisor.
3. As a community of lifelong learners we recognize the opportunity to grow. Therefore, a less than satisfaction evaluation shall include specific written recommendations for improvements and provisions for assisting the unit member in implementing any recommendations made.
4. When an evaluation of unsatisfactory performance is made, the unit member shall be provided a Performance Improvement Plan (PIP). The PIP must have a beginning and ending date not less than thirty (30) working days and no longer than sixty (60) working days with specific and measurable outcomes and provisions for assisting the unit member in implementing any recommendations made. At the follow up conference, the supervisor and unit member will review the PIP. The entire document will then be placed in the unit member's personnel file. In the event a unit member is on an extended leave, the PIP will be implemented upon the unit member's return from extended leave.

<p style="text-align: center;">ARTICLE XV EVALUATION PROCEDURE</p>

5. Unit Members shall be provided with a copy of their evaluation and all written material that affects an evaluation prior to its placement in the District personnel file. The unit member shall be entitled to respond to the evaluation and written material within ten (10) workdays of its receipt and have such response permanently attached to the evaluation. Upon request, the evaluator may grant an additional five (5) days for the-response.
 6. A-unit member shall have the right at reasonable times to examine and/ or obtain copies of any material from the unit member's personnel file with the exception of material that was obtained prior to the employment of the-unit member involved.
 - 7 Any written material drafted for placement in a-unit member's personnel file shall be signed and dated by the writer and the unit member on the date such material was given to the unit member.
 8. All personnel files containing evaluation material shall be kept in confidence and shall be available for inspection only to the unit member, their authorized representative, and other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the unit member.
- C. Interim Evaluations:
1. Frequent observations of an employee's job performance shall be conducted for the purpose of appraising, assisting or improving performance.
 2. If an employee's performance fails to meet work performance standards, interim evaluations shall be completed. Interim evaluations shall be conducted in accordance with Section B., 1-8 above.
 3. Interim evaluations shall not be discriminatory in nature but conducted to appraise and assist job performance.
- D. Nothing contained in this Article shall in any way limit the District's right to take disciplinary action against an employee based upon the employee's unsatisfactory performance.

ARTICLE XV
EVALUATION PROCEDURE

For CSEA:

Ina dora P Mendez
Rosie Sanchez
Musilda Ortiz
Julia Anna Perez
Tomie R Xiong
Eva Sanchez
JO, VR

For SCESD:

Joanna Cruz 12/15/2022
Suzanna Vago 12/15/22
RI Allender 12/15/22

12/15/22

<p style="text-align: center;">ARTICLE XXI LAYOFF OR REDUCTION OF HOURS AND REEMPLOYMENT</p>

A. Reason for Layoff or Reduction of Hours:

Layoffs or reduction of hours shall occur only for a lack of work, lack of funds, or expiration of a specially funded program. (The District shall make good faith efforts to avoid layoffs by voluntary reassignments, voluntary transfers, voluntary retirements and retraining when practical. Additionally, every effort will be made to assure that those employees with greatest District seniority, regardless of classification, shall be retained to the fullest degree possible in a District position.)

B. Notice of Layoff or Reduction of Hours:

1. When the District determines to layoff or reduce hours for classified positions for the ensuing school year for lack of work or lack of funds, it shall provide notice to the affected employee in accordance with Education Code Section 45117 by no later than March 15.
2. When the District determines classified positions must be eliminated as a result of the expiration of a specially funded program, the District shall give an affected employee a minimum of 60 days' notice of layoff consistent with Education Code Section 45117(g).
3. Except for layoffs proceeding due to the expiration of specially funded programs, the District shall notify CSEA **in writing** of any intent to implement a reduction of employees to become effective at the end of the school year. The intent is to inform CSEA of reductions that may require it to demand to bargain the effects of layoff. CSEA will have 10 work days to demand to bargain. The District shall notify CSEA in writing if a final layoff determination differs from the reductions presented to CSEA in the previous notice.

C. Order of Layoff:

1. **Seniority Calculations and Order:** Seniority shall be calculated by each employee's initial hire date in the District regardless of the number of classifications held simultaneously and/or consecutively. Employees hired on the same date within a classification shall be placed on the seniority list in order as determined by the lottery held within 30 days of being hired into the classification as provided by Article VIII, Section D.2., Initial Placement of Employees. This will establish the order of seniority.

2. The order of layoff shall be determined by ranking the employee's in the affected classification(s) in descending order of seniority. The employee with the least amount of seniority shall be laid off first.

D. Bumping Rights for Layoffs or Reduction of Hours:

1. Employees who are given notices of layoff or reduction of hours shall have displacement or bumping rights as herein agreed. Bumping rights allow more senior employees to displace ("bump") more junior employees in a classification they serve or have served. An employee laid off or with reduced hours from their present position may bump into a higher or lower classification in which they currently or previously served by order of seniority. The employee may continue to bump into lower classes in which they have served to avoid layoff or reduction of hours.
2. Employees who are bumped by a more senior employee shall be free to exercise their bumping rights similarly.
3. Employees must exercise their bumping rights within the timelines provided in the layoff notice or they shall forfeit the right to bump. The involved parties may mutually agree to extend the agreed upon timelines.

E. Layoff in Lieu of Bumping:

An employee who elects a layoff in lieu of bumping will be placed on the reemployment list and maintain their reemployment rights under this Agreement.

F. Reemployment Rights:

1. Employees who are laid off or have a reduction of hours shall be placed on a reemployment list by the District and are eligible for reemployment to their classification, according to order of seniority, for thirty-nine (39) months and shall be reemployed in the reverse order of layoff or hour reduction.
2. All rights acquired shall be restored at the time of reemployment from the reemployment list.
3. In addition, they shall have the right to apply for promotional positions within the posting period specified in this Agreement. An employee on the reemployment list shall be notified of promotional opportunities.

G. Voluntary Demotion or Voluntary Reduction in Assigned Time:

Employees who take voluntary demotion or voluntary reduction in assigned time in lieu of layoff shall be granted the same rights as persons laid off in order of seniority and shall retain reemployment eligibility for an additional period of up to 24 months pursuant to Education Code Section 45298 (b), provided that the same tests of fitness under which the employee qualified for appointment to the class still apply.

H. Notification of Reemployment Opening:

A Bargaining Unit Member may select the method they are notified of vacancies from the following: email, U.S. mail, or receiving the postings at their work site. If the Bargaining Unit member does not provide the District with a valid email address and they are not employed they will be notified by U.S. mail. If the Bargaining Unit Member does not notify the District of the method they prefer, they will continue to receive the postings at their site. If the Bargaining Unit Member is not employed they will continue to receive the postings by U.S. mail.

I. Reemployment in Highest Class:

Employees shall be reemployed in the last held job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher paid position.

J. Employee Notification to District:

An employee shall notify the District of their intent to accept or refuse reemployment within two (2) working days following a verbal offer of reemployment, or following their signed receipt of a certified mail offer of reemployment. An employee on the reemployment list may decline 1 (one) make whole offer of reemployment in their former range and classification before being removed from the reemployment list. After the refusal, no additional offers need to be made. They may decline up to 3 partial offers of reemployment. After partial offers of reemployment, the employee's name shall remain on the 39 (thirty-nine) month/63 (sixty-three) month reemployment list. However, it shall be the responsibility of the employee to notify the District of their interest in posted positions. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice.

K. Layoff Appeal:

Employees' notices of layoff shall inform them of their right to appeal the District's decision to determine if there is cause for not reemploying the employee for the ensuing year, in accordance with those procedures set forth in Education Code Section 45117.

L. Seniority During Involuntary Unpaid Status:

All unit members shall retain their original seniority date and placement, while on the 39 month reemployment list. -During such time the individual will not accrue vacation, sick leave, holidays, or other leave benefits.

M. Vacancies:

Laid off employees are entitled to a vacancy which was not previously held by the employee, if he/she is qualified, before the District can hire from outside. This does not preclude current employees from being transferred or promoted to a vacancy prior to the District considering a laid off employee for the vacancy. This provision includes higher positions, lower positions, and lateral positions (Ed. Code 45298). An employee "is qualified" based upon the District's regular hiring criteria for a given position, which includes the interview process.

In the event of a vacancy, the District shall:

- a) Offer the vacancy to any employee on the reemployment list who holds seniority in the same classification (same job title and range)-
- b) If no one on the rehire list holds seniority in the same classification, post the vacancy for transfer opportunities.
- c) If the position is not filled through transfer all qualified bargaining unit member applicants meeting the minimum qualifications will be included in the hiring process, which includes an interview.
- d) If the vacancy is not filled by a bargaining unit member, the District may recruit from outside the District.

N. Volunteers:

Volunteers may be used to enhance the District's educational programs but not to displace classified employees. No volunteers shall be utilized in lieu of classified employees who have been laid off or reduced in time assignments.

O. Substitutes:

Employees who are laid off shall be permitted, at the option of the employee, to serve as substitutes in classifications from which they were laid off in the absence of a qualified incumbent, provided the laid off employee notifies the District of his/her desire to be placed on the substitute list.

P. Retirement in Lieu of Layoff:

1. Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.
2. The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with paragraph G. of this Article. The District shall notify the Board of Administration of the Public Employees Retirement System of the fact that retirement was due to layoff or lack of work or funds. If the employee is offered, and accepts in writing an appropriate vacant position, the District shall maintain the vacancy until the Board of Administration has properly processed the employee's request for reinstatement from retirement.
3. The District agrees that when an offer of reemployment is made to an eligible person retired under this Article, the District receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed ten (10) working days to terminate his/her retired status.
4. An employee subject to this section who retires and is eligible for reemployment and who declines an offer of reemployment equal to that from which he/she was laid off shall be deemed to be permanently retired.
5. Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this section.

Q. Seniority Roster:

The District shall maintain an updated seniority roster including each employee's hire date in the District, his/her current classification(s) and all other classifications held. Such rosters shall be available to CSEA upon request and this shall be given within five (5) working days.

R. Benefits of Laid Off Employees:

Employees who are fully laid off shall be entitled to and issued pay, including vacation and earned wages through their last day of employment prior to the effective date of the layoff. Sick leave accrued shall be retained for thirty-nine (39) months and credited to the employee if reemployed during that period. The District shall transfer, upon request, an employee's accrued sick leave to any school district in California in which the laid off employee is employed within a one (1) year period.

S. Nothing herein shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the Governing Board, without the notice required by paragraph B hereof.

Reduction of hours has been integrated into Article XXI-Layoffs or Reduction of Hours & Reemployment. Therefore, the District and CSEA mutually agree to abolish Article XX, Reduction of Hours.

For CSEA:

Drummond P Mendez
Rosie Sanchez
Musella Ortiz
Julia Quintero Perez
Honin R. Xarney
José Sanchez
HJ, LRR

For SCESD:

 12/15/2022
Silvana V. Vega 12/15/22
R. Deltenda 12/15/22

ARTICLE XXVI DURATION

A. The parties agree that it is in the best interest of the District and CSEA to have stability during the period in which the parties negotiate the successor agreement. To this end the parties agree as follows:

1. The California School Employees Association, Chapter 149 and the Salinas District agree to a collective bargaining agreement between CSEA and the District with a term of **July 1, 2021 to June 30, 2024**

2. Pursuant to the provisions of this Agreement, the parties shall have reopeners during the **2021-2024 term**

~~○ For Fiscal year~~

○ For Fiscal year 2022-2023, Article 8: Pay and Allowances and Article 9: Health and Welfare Benefits shall be opened and in addition, the District and CSEA may each open up two (2) articles

○ For Fiscal year 2023-2024, Article 8: Pay and Allowances and Article 9: Health and Welfare Benefits shall be opened and in addition, the

District and CSEA may each open up two (2) articles.

3. In addition, the parties may mutually agree to negotiate over any topic within scope.

4. Nothing in this agreement shall be construed as limiting any rights the parties retain under the provisions of the Educational Employment Relations Act.

CSEA

Kusdler Ptz

Albert Chellam

Joe Sanchez

Rosie Sanchez

PO, UCR

Imelda P Mendez

Julia Quin Perez

Xonia P. Leary

DISTRICT

Lucy Cruz 1/20/2023

P. J. Dillender 1/20/23

ARTICLE XXVII PROFESSIONAL GROWTH

A. DEFINITION:

1. PROFESSIONAL GROWTH: A systematic job related plan of study, whereby eligible employees shall receive professional growth incentives for increased individual competence through approved study.
2. JOB RELATED STUDY: Enhancement of skills directly applicable to present job assignment.
3. ELIGIBLE: Permanent employees on paid status.
4. PROFESSIONAL GROWTH UNIT (PGU): A PGU is attained through the completion of approved study. College or community college credit shall accumulate at the rate of one (1) PGU per one (1) semester unit. Adult School, approved inservice programs, approved trade extension classes and approved correspondence schools shall accumulate at the rate of eighteen (18) hours of class attendance equals one (1) PGU.
5. COURSES IN AREAS SUITABLE FOR THE PROFESSIONAL GROWTH AWARD:
 - a. "Job-related courses" - related to the technical or specialized aspects of the employee's position.
 - b. Courses meeting requirements of the employee's declared major.
 - c. Workshops, institutes and/or courses meeting prior approval. (18 classroom hours = 1 unit)
 - d. Courses of a general education value which would improve the employee's job performance level.
6. EXEMPT TRAINING: Training for which the District pays expenses or taken during paid time will not be eligible for professional growth units.

B. APPLICATION:

1. Credit may be granted only for course work which began on or following the first date of hire.
2. The District application form (CSD 75), Classified Professional Growth Request, shall be submitted to the Assistant Superintendent of Human Resources or designee for approval at least five (5) business days prior to the start of the course and must include the start and end date of the course. The Assistant Superintendent of Human Resources or designee shall approve or disapprove the request within ten (10) business days of receipt of the request.

<p style="text-align: center;">ARTICLE XXVII PROFESSIONAL GROWTH</p>

C. AWARDS:

1. Employees may earn a maximum of three (3) awards. Each award is equal to three percent (3%) of their regular monthly salary.
 - a. Each award is earned after completion of twelve (12) PGUs. One (1) of the three (3) awards may be four percent (4%) earned after completion of fifteen (15) PGUs.
2. Professional Growth awards shall be effective two (2) months after the transcripts or other proof of completion of course(s) have been received by the District.

D. METHOD:

1. An employee shall qualify for the three percent (3%) salary award upon the successful completion of twelve (12) PGUs of approved coursework. Successful completion means the receipt of a grade C or better or equivalent if grades are not issued.
2. The coursework may be taken at an accredited college, junior college, or adult school, approved inservice programs, approved trade extension classes, approved correspondence schools, or any combination thereof.
3. Approved PGUs which exceed the number required for a professional growth increment may be applied towards the next succeeding increment, if the requesting employee is eligible for future increments.
4. Courses, workshops or institutes taken prior to employment are not eligible for application towards professional growth increments.
5. Courses, workshops or institutes paid for by the District are not eligible for professional growth increments.
6. It shall be the responsibility of the employee to submit official transcripts or an official document to substantiate the completion of the approved coursework to the Human Resources Office.
7. Modifications and extensions of the original declaration of intent due to illness or other extenuating circumstances may be granted upon request. If an employee desires to change a course or activity listed on the original declaration, a written request must be submitted for approval prior to beginning the course or activity.

<p style="text-align: center;">ARTICLE XXVII PROFESSIONAL GROWTH</p>

E. APPEAL:

1. A unit member who has been denied approval of proposed course work may file a written appeal with the Professional Growth Committee. If the appeal is rejected by the Committee, the unit member may submit the appeal to the Superintendent.
2. The Superintendent's decision shall be final.
3. Appeals must be filed within thirty (30) calendar days of the date of notification of the decision on the acceptability of the application.

F. PROFESSIONAL GROWTH COMMITTEE:

1. A Professional Growth Committee shall be formed for the purpose of reviewing Professional Growth application(s) that have been denied by the Assistant Superintendent of Human Resources or designee.
2. The committee shall consist of six (6) employees of the District.
 - a. Three (3) of these members shall be representatives of the District Administration named by the Superintendent or their designee and three (3) members shall be representatives of the classified unit and named by CSEA. Committee members shall be appointed beginning January 1.
 - b. The chairperson shall be elected by the Committee for a one (1) year period beginning January 1. The name of the chairperson shall be reported in writing to the Assistant Superintendent of Human Resources immediately following their election.

G. GRIEVANCE:

Problems or concerns pertaining to approval or disapproval of professional growth units shall be submitted in writing to the Professional Growth Committee and shall not be subject to the grievance procedures. Violations of the procedures set forth herein shall be grievable.

ARTICLE XXVII
PROFESSIONAL GROWTH

For CSEA:

Lindor Mendez
Muskie Duf
Julia Paula Perez
Rosie Sanchez
Amia R. Xavy
Jay Sanchez
RJ, LRR

For SCESD:

Shirley C. May 12/15/2022
Quiana Vitor 12/15/22
RL Dillender 12/15/22
12/15/22

