

**AGREEMENT BETWEEN
SONORA SCHOOL DISTRICT
AND THE
SONORA ELEMENTARY
EMPLOYEES ASSOCIATION
(SEEA)**

Effective July 1, 2024 – June 30, 2027
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Article 1 - AGREEMENT

1.1 Parties to Agreement

The Articles and provisions contained within this Agreement constitute a bilateral and binding agreement ("Agreement") by and between the Sonora School District, herein referred to as "District," and the Sonora Elementary Employees Association, CTA/NEA, herein referred to as "Association," as the exclusive bargaining representative for all classified employees holding those positions described in Article 2 - Recognition.

1.2 Legal Action

This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code ("Act").

1.3 Reopeners

For this contract, reopeners shall be salary, benefits, and two other articles of interest to each party.

Article 2- RECOGNITION

2.1 Exclusive Representative

Pursuant to the requirements of Education Code Section 45103 and Government Code Section 3544.1, the District recognizes the Association, as the exclusive representative for the Unit described as follows: All probationary and permanent full time and part time non-certificated Unit Members of the Sonora School District excluding management, confidential and supervisory employees, and substitutes or short-term employees.

2.2 Positions Included

The Representative Unit is comprised of the following positions:

Duty Aide	Bus Driver
Paraprofessional	Secretary
Library Media Clerk	Lead Program Tutor
Custodian/Maintenance	Program Tutor
Special Education Paraprofessional	Title I Paraprofessional
Utility I	Utility II
School Info. Specialist	Accounting Specialist
1:1 SPED Aide	Groundskeeper
Food Service	Health Aide

Note: employees may hold positions in more than one classification simultaneously as long as doing so does not cause the employee to exceed total work hours of 40 hours per week or 8 hours per day, does not create or cause a conflict with the time schedule for both positions, or unjustly incur overtime pay as a result of combining more than one classification/position unless it is so agreed upon by the district, the unit, and the employee in writing and is also duly reflected in the individual contract of the employee.

All other job classifications agreed or decided to be appropriate to this bargaining unit. District and SEEA agree to update the list of positions above on an annual basis at minimum, in order to reflect the current work environment and ongoing operational status of the school and district.

2.3 Positions Excluded From This Agreement:

During the term of this Agreement, newly created positions shall be classified as follows:

2.3.1 Management, supervisory, certificated, and confidential positions shall be excluded from the Representation Unit.

2.3.2 All newly created classified positions which have not been designated by the District as management, supervisory, certificated, or confidential or inappropriate to the unit shall be included within the Representation Unit.

2.3.3 All newly created classified positions, whether the position is designated as a permanent or temporary position due to state and federal funding opportunities that may or may not have time constraints for expenditure, shall be included within the Representation Unit.

2.3.4 Upon written request the District agrees to meet with the Association and attempt to resolve any dispute over the designation of a new position as management, supervisory, certificated, or confidential. If agreement cannot be reached within a reasonable time, the disputed case shall be submitted to the Public Employees Relations Board (PERB) for resolution.

Article 3 - DEFINITIONS

Unless otherwise defined specifically in this Agreement, the following definitions shall be utilized:

3.1 "Act" or "EERA" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title I of the Government Code of the State of California.

3.2 "Agreement" or "Contract" means all provisions of this document.

3.3 "Anniversary date" is the date upon which a Unit Member is granted salary step advancement earned by completion of a required period of service.

3.4 "Board" means the Board of Trustees of the Sonora School District.

3.5 "Budget year" and "school year" is July 1 through June 30, annually.

3.6 "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employees in each such position, and the regular hourly salary ranges for each such position as identified in Article 2 Recognition.

3.7 "Day" means calendar day.

3.7.1 "Workday" means any day in which a twelve month full-time Unit Member is required to render service unless otherwise defined hereinafter.

3.8 "Demotion" means assignment to any position that has a lower maximum salary rate.

3.9 "Differential" is a salary allowance in addition to the salary schedule rate which may be based upon additional skills, responsibilities, hours of employment, or hazardous work.

3.10 "Employer" means the Sonora School District, sometimes referred to as "District."

3.11 "Exclusive Representative and/or Association" means Sonora Elementary Employees Association, CTA/NEA.

3.12 "Full-time" - is a unit member who is regularly scheduled to work forty (40) hours per week, no more than eight (8) hours per workday with a maximum of five workdays per week for eleven (11) or twelve (12) calendar months per year, except as otherwise defined in a specific article.

3.13 “Part-time” is a unit member who is regularly scheduled to work less than forty (40) hours per week, less than eight (8) hours per workday, with a maximum of five workdays per week for eleven (11) or twelve (12) months per year.

3.14 “Immediate Family” means the spouse, mother, father, grandmother or grandfather of the employee or of the employee’s spouse and the employee’s spouse, son, son-in-law, daughter, daughter-in-law, grandchild, brother, sister, or any relative living in the immediate household of the employee. Expansion of the definition of immediate family for other persons because of extenuating circumstances may be granted by the Superintendent or Superintendent’s designee. For Bereavement only: to include uncle, aunt, niece, and nephew.

3.15 “Paid Leave of Absence” means that a Unit Member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, and to receive credit for annual salary increments provided during the leave.

3.16 “Paid Status” includes employees holding a current contracted position whether on active duty or, Paid Leave of Absence.

3.17 “Unpaid Status” includes employees who are off-contract, or on a Personal Unpaid Leave of Absence.

3.18 “Per Diem” or “Daily Rate of Pay” means the amount of salary derived by dividing the Unit Member’s normal annual salary by the number of days in his/her classification’s normal work year.

3.19 “PERB” means the California Public Employment Relations Board.

3.20 “Permanent” as used in the phrase “permanent employee” or “permanent Unit Member” refers to tenure in the classification in which the regular Unit Member passed the required probationary period.

3.21 “Position description” is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class that has been negotiated and agreed upon between the unit and the district, as found in Appendix A Position Descriptions of this agreement.

3.22 “Probationary employee” or “Unit Member” is a newly hired regular employee who will become permanent upon completion of a prescribed probationary period per article 15.3.1.

3.23 “Temporary employee” is an employee who has been hired to fulfill a position that is created, defined, and will be paid from funding due to a specific allocation made by the State of California that is accounted for separately from annual school funding and budget. The position term of the temporary employee may be less than or exceed one year in time, be designated as part-time or full-time, with the start and end date(s) of the position clearly defined in the position description and clearly attached to the specific funding allocation received from the State of California. Temporary employees are unit members and are bound by this agreement between the district and the unit.

3.24 "Staff substitute" is a person who is a regular employee who is temporarily reassigned to fulfill urgent and necessary and job duties of another unit member upon direction of management or administration during an emergency or temporary reassignment based on the urgent needs of the district, for a short period of time to cover emergency operations.

3.25 "Substitute" is a person who is not a regular employee of the district, who will not become a permanent employee, and is working strictly to temporarily fill a position of a regular employee for either short term or long term, due to absence, sick leave, or leave of absence of a regular employee. Substitutes are not unit members or regular employees, and as such are not bound by this agreement beyond the definition and scope of work for the position they are fulfilling.

3.26 "Promotion" is a change in the assignment of an employee from a position in one class to a position in another class with a higher maximum salary rate.

3.27 "Reclassification" means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such a position.

3.28 "Regular" as used in the phrase "regular classified employee" or "Unit Member" or any similar phrase, refers to a classified employee who has probationary or permanent status.

3.29 "Unit Member" means any employee who is included in the non-certificated, non-management, non-confidential bargaining unit as defined in Article Two, sometimes referred to as "Member" or "Employee."

3.30 "Registered Domestic Partner" is defined by the State of California. Whenever "spouse" is referred to, it will also apply to registered domestic partners.

Article 4 - NEGOTIATION PROCEDURES

4.1 The District and the Association shall submit their sunshine proposals to the Board of Education.

4.2 Within ten (10) days of satisfaction of the public notice provisions of the law, date(s) for negotiations shall be established; the dates so established do not necessarily have to occur within the ten (10) day period.

4.3 The Association shall have the right to designate not more than five (5) Unit Members who shall constitute the Bargaining Team. These Unit Members shall be given reasonable released time to participate in negotiations.

4.4 Upon expiration of this Agreement, the District shall maintain the "status quo" working conditions until a successor agreement is in place except where the District may change the "status quo" as empowered by law or where the parties have bargained through the impasse procedure.

4.5 During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.

4.6 Within thirty (30) days after the Agreement is ratified by both parties, copies of this Agreement shall be available digitally. The District shall provide printed copies upon request.

4.7 Authorized representatives of the District and the Association will meet at mutually acceptable times for the purpose of reviewing the administration of the contract and to resolve problems that may arise. Each party will submit to the other, at least five (5) days prior to the meeting, an agenda covering matters they wish discussed. Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be reduced to writing, ratified by the District and the Association, and appended to this Agreement.

Article 5 - MAINTENANCE OF STANDARDS

5.1 The District shall not reduce or eliminate any benefits or terms and conditions of employment covered by this agreement which were enjoyed by Unit Members as of the effective date of this Agreement unless the action is a result of negotiation or after the exhaustion of impasse.

5.2 This Agreement shall supersede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms or the State of California or California Department of Labor.

5.3 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

Article 6 - NON-DISCRIMINATION

6.1 Non-Discrimination Clause

The District shall not discriminate against a Unit Member on the basis of race, color, creed, age, gender, national origin, political affiliation, domicile, marital status, sexual orientation or identification, physical handicap, or membership or participation in the activities of the Association.

Article 7 - SEPARABILITY AND SAVINGS

7.1 If any provision or Article of this Agreement is held to be contrary to law by a court of competent jurisdiction, then such provision or Article shall not be enforced, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

7.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, date(s) for negotiations shall be established; the dates so established do not necessarily have to occur within the ten (10) day period.

Article 8 - STATUTORY GUARANTEES

8.1 If a statute is enacted which mandates a benefit greater than a benefit specifically provided for in this Agreement, the benefit(s) shall be deemed to have been included by implication upon the effective date of the statute. Within thirty (30) days of learning of such statute the parties shall meet and modify the Agreement as appropriate. Should the same benefit later be reduced by statute, the agreement shall be modified to comply.

8.2 If a statute authorizing a benefit provided for in this Agreement is repealed or the level of benefit required by statute is reduced, the change shall be deemed to have been included by implication upon the effective date of the statute.

Article 9 - EQUIPMENT, MATERIALS AND EXPENSES

9.1 The District agrees to the following: upon completing one (1) year of service to the District, the District will reimburse a newly-hired employee in the job classification of Bus Driver for the following cost(s), which incurred within the previous 6 months of date of hire by the district:

- 9.1.1 California Highway Patrol Certification
- 9.1.2 Cost of Fingerprinting
- 9.1.3 CHP Class-B License Fee
- 9.1.4 New Hire Physical – not to exceed \$200.00

9.2 The District shall provide sufficient release time during work hours without loss of pay for a unit member to attend approved training provided by an outside entity to obtain any license renewal or additional license required of the position. If no District or other accredited training class has been offered within a reasonable time preceding the license deadline, the employee shall be allowed to attend the District or other accredited training offered during work hours except in extraordinary circumstances. The District shall pay for the admission cost of classes which provide required training for a license whether held during or outside work hours if no free in-service training has been offered. Attendance at training outside Tuolumne County must be approved in advance by district administration.

9.3 The District shall provide secondary personal injury and property damage insurance coverage to unit members who are required to use their personal vehicles on approved employer business.

9.4 The District shall pay a unit member at the current Internal Revenue Service (IRS) rate for each mile driven by the unit member in performance of work assignments per state and federal regulations.

9.5 The District shall make all arrangements for and pay the anticipated expenses for a unit member to engage in approved travel on official District business. Meals shall be made in connection with the District's per diem.

Article 10 - GRIEVANCE PROCEDURE

10.1 Definitions

10.1.1 A grievance is an allegation by the Association or one or more Unit Members, that the District has taken an action, made a firm decision to take an action, or failed to take a required action, which misinterprets, misapplies, or violates a specific provision(s) of this Agreement.

10.1.2 The “grievant” is the unit member, unit members, or the Association making the claim.

10.1.3 For purposes of this Article a “workday” or “day” shall mean any day in which a Unit Member is required to render service to the District.

10.1.4 Immediate supervisor is the lowest level managerial person who has the authority to resolve the grievance and grant the remedy sought.

10.2 Informal Conference

An attempt shall be made to resolve the grievance by an informal conference between the grievant(s), and an Association representative, if the grievant(s) so desires such representation, and the immediate supervisor.

10.3 Formal Procedure

In the event the grievance is not resolved in the Informal Conference, the grievance shall be processed as follows:

10.3.1 Level 1: The grievant(s) shall file the grievance in writing with the District not later than twenty (20) workdays after the grievant(s) knew or could reasonably have been expected to know of the action or inaction that constitutes the basis of the grievance.

10.3.2 A meeting among the grievant(s), an Association representative, and the grievant(s) immediate supervisor shall be scheduled to discuss the grievance with the objective of resolving it. Such a meeting shall be held not later than five (5) workdays after the date on which the grievance was filed.

10.3.3 Not later than five (5) workdays after the conclusion of the first meeting, the immediate supervisor shall provide the grievant(s) and the Association with a written answer.

10.3.4 Level 2 - If the grievance is not resolved at Level 1 to the satisfaction of the grievant after the initial meeting, the grievant may file at Level 2 with the Superintendent

not later than five (5) workdays of receiving the written Level 1 answer or fifteen (15) workdays after the filing of the grievance if a meeting is not held.

10.3.5 A meeting shall be held among the grievant(s), an Association representative(s) and the Superintendent. This meeting shall be held within five (5) work days after the filing of the Level 2 grievance.

10.3.6 No later than five (5) work days after the conclusion of the Level 2 meeting the Superintendent shall provide the grievant(s) and the Association with a written answer.

10.3.7 Level 3: Mediation

Only the Association, and not an individual grievant(s) may move a grievance to step three of this procedure.

10.3.7(a) If the grievance is not resolved to the satisfaction of the Association at Level 2, the Association may, within ten (10) days of the response, or in the event of no response, within fifteen (15) days of the Level 2 meeting submit a written request for Mediation of the grievance to the Public Employment Relations Board.

10.3.7(b) If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement to that effect, and thus waive the right of either party to any further appeal of the grievance.

10.3.7(c) The Parties may agree to mutually waive the mediation process within ten (10) days of the District's written response of the Level 2 meeting or fifteen (15) days of the Level 2 meeting. In the event the mediation option is waived, a written notice of submission to arbitration shall be provided by either party to the District or the Association to the other party involved within ten (10) days.

10.3.8 Level 4: Binding Arbitration

10.3.8(a) If the Association proceeds to arbitration, it shall notify the District in writing. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree on a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the California State Mediation/Conciliation Service (PERB) or, by mutual agreement, with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the rules as set forth by the arbitrator and the arbitration agency. The Association and District shall each pay one half (1/2) of any charges required for services rendered.

10.3.8 (b) In rendering a decision, the arbitrator may take judicial notice of any relevant statutory or constitutional provisions.

10.3.8 (c) The arbitrator's award shall be final and binding, subject only to whatever right of appeal may be available regarding such awards under the applicable laws of the State of California.

10.3.8(d) If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after they have had an opportunity to hear the merits of the grievance.

10.4 General Provisions

10.4.1 Mutually incurred costs, such as the fee of the arbitrator and recorder, shall be borne equally by the parties. Individually incurred costs, such as attorneys' fees or the charge for a transcript, shall be borne by the party incurring them.

10.4.2 Grievances may be consolidated for purposes of arbitration by mutual agreement of the District and the Association.

10.4.3 Time limits indicated at each level of the grievance procedure set forth in the Article shall be construed as maximum and an attempt shall be made to expedite the process.

10.4.4 Extensions of the aforesaid time limits may be requested in writing by either party. Such requests shall state the extension period requested. Unless an extension is mutually agreed upon between the District and the Association, the time limits set forth herein shall be applicable.

10.4.5 If a grievance affects a group or class of Unit Members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all Unit Members involved, the Association may initiate and submit such grievance directly to the Superintendent. The processing of such grievance shall commence at Level 2.

10.4.6 In matters dealing with alleged violations of Association rights, the grievance may be initiated at Level 2.

10.4.7 If a grievance arises from action or inaction by the District level above a Unit Member's immediate supervisor, the Association may submit such grievance directly to

the Superintendent at Level 2. The time limits for submission and the subsequent processing of such grievance shall be the same in regard to a class or group grievance.

10.4.8 One (1) Association representative and the grievant(s) shall be released without loss of pay in order to participate in grievance meetings and proceedings. Any Unit Member who is requested to appear in such investigations, meetings, or hearings as a witness shall be granted release time subject to reasonable scheduling by the District.

10.4.9 The Association will notify the District of those individuals authorized to investigate and process grievances on behalf of the Association.

10.4.10 The District shall cooperate with the Association in the investigation of any grievance and shall provide the Association with such available information as is requested as necessary to effectively process a grievance and to discharge the Association's duty of fair representation.

10.4.11 In the event a Unit Member(s) exercises the right to individually process a grievance without assistance from the Association, the District shall provide the Association:

10.4.11(a) A written copy of the grievance.

10.4.11(b) An opportunity to be present at any meeting with the grievant(s).

10.4.11(c) Reasonable time to assert the Association's position in regard to the matter.

10.4.11(d) A written copy of any proposed resolution of the grievance.

10.4.11(e) An opportunity to file a response.

10.4.12 No reprisals of any kind shall be taken against any unit member because of participation in the grievance procedure in accordance with the terms of this Agreement.

10.4.13 All records dealing with the processing of grievances shall be filed separately from the personnel files of the Unit Members.

10.4.14 Forms for filing grievances shall be prepared by the District and given appropriate distribution so as to facilitate operation of the grievance procedure.

10.4.15 With mutual agreement, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

10.4.16 Only the Association, and not an individual Unit Member, may move a grievance to step three of this procedure.

Article 11 - ORGANIZATIONAL SECURITY, DUES AND FEES

11.1 Dues Deduction

11.1.1 The right of payroll deduction for payment of organizational dues shall be accorded without charge to the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from Unit Members.

11.1.2 Pursuant to authorization by the Unit Member to the Association, and subsequent notification from the Association to the District of names and amounts of the deductions, the District shall deduct the appropriate monthly Association dues and fees from the regular salary check each month.

11.1.3 With respect to all sums deducted by the District pursuant to authorization of the Association, for membership dues, the District agrees to remit monthly such monies to the Association along with an alphabetical list of Unit Members, inclusive of dues-paying members and non-members. The list shall indicate any changes that may have occurred since the previous list.

11.1.4 In the event there is a dispute from the employee regarding dues deduction, the District will direct the employee to the Association who is in control of any revocation. The Association alone decides whether the revocation is valid and effective.

11.2 Indemnification for claims made by an employee for dues deductions

11.2.1 The Association agrees to defend and indemnify the District for any unit member's allegations, claims, actions, suits, settlements, or judgments which arise out of payroll deductions made by the District in reliance on information and notification provided to the District by the Association. In defending and indemnifying the District, the Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

Article 12 - ASSOCIATION RIGHTS

12.1 Mail Facilities

The Association shall have the right to use without charge the Unit Member mailboxes and other District means of communications, including bulletin board space designated by the Superintendent, to Unit Members without interference or censorship, provided that a copy of each communication is signed by the Association President and is provided to the District at the time of posting.

12.2 Use of Buildings and Equipment

Upon obtaining advance permission from the District, the Association shall have the right to use District facilities for meetings and other Association activities at reasonable times, when the facilities are not otherwise scheduled for use. Such use may include the use of District equipment at the District's discretion.

12.3 Access to Worksite

Authorized representatives of the Association shall have the right to transact official Association business on District property at reasonable times and utilize District facilities which are not otherwise in use.

12.4 Access to Information

The Board, upon request by the Association, agrees to furnish to the Association one (1) copy without charge, within fifteen (15) days of such request, all information which has already been prepared concerning the financial resources and staffing of the District. Such information shall include, but not limited to: annual financial reports and audits, register of personnel, tentative budgetary requirements and allocations, agendas and minutes of all public Board meetings and all attachments thereto at the time of distributions to the Board, census and membership data, names, addresses and phone numbers of all Unit Members, wages paid thereto, educational background and other employee information that is relevant to negotiations and processing grievances. In addition, the Board, upon request, agrees to provide any other prepared information necessary for the Association to fulfill its role as the exclusive representative. If substantial staff time is required to research, compile, prepare or copy previously unprepared or uncompiled data the District may levy a reasonable charge after providing the Association with estimates of the cost involved.

12.5 Appointment of District Committees

The Association may select Unit Member representatives to School Site Council and to any Ad Hoc Committee established by the District to which classified employees hold membership except when state law requires another means of selection of classified employees.

12.6 Association Business

The Association President may take up to a maximum of forty (40) hours each school year to conduct official Association business. Notice and scheduling of the days shall comply with the notice requirements for personal convenience leave. The Association shall prepay the cost of a substitute, in those cases where a supervisor determines a substitute is necessary, prior to each day.

12.7 Unit Orientation

At the commencement of each school year the Association shall be provided thirty (30) minutes during "orientation day" to orient Unit Members to the Association and this Agreement.

12.8 Seniority Rosters

The Association shall be provided annually, on or before the tenth (10th) day of November, with a complete "hire date" and "length of service in classification" seniority roster. Upon request, such seniority roster shall be updated during the school year. Receipt of such list shall not constitute agreement as to its accuracy on the part of the Association.

Article 13 - POSITION VACANCY, REASSIGNMENT, TRANSFER AND SENIORITY

13.1 Unit members returning from leave shall be afforded all rights provided under this section.

13.2 Vacancies

13.2.1 A “vacancy” is any unit position that is unfilled and is proposed to be filled by the District.

13.2.2 The District shall post in all work sites for at least five (5) days each vacancy announcement containing at least the following information. A copy of the vacancy announcement shall be provided to the Association at the same time.

13.2.2(a) The classification with a complete job description.

13.2.2(b) Minimum qualifications necessary to meet the requirements of the position as set forth in the posted job description.

13.2.2(c) Rate of pay.

13.2.2(d) Starting date.

13.2.2(e) Actual hours and start/end time of employment.

13.2.3 The District shall notify Unit Members during summer recess, or other periods when the employee is not on duty, of any vacancies which may arise during the period.

13.2.4 If a Unit Member already has a reassignment application on file, it is not necessary to make a further application in order to be considered for other similar vacancies.

13.2.5 Upon request of the Unit Member, the District shall provide, in writing, the reasons for the Unit Member not receiving the assignment.

13.3 Reassignment

13.3.1 A “reassignment” is a movement of a unit member from one (1) position to another position in the same classification at the same site.

13.3.2 A Unit member may submit a request for a reassignment to the District at any time, whether or not a vacancy exists. A Unit Member may also submit a request for a reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedures of this Article.

13.3.3 Involuntary reassignments shall only be made for the following reasons: a decrease in the number of students which requires a decrease in the number of Unit Members, elimination or reduction of program(s) or school closings, an opportunity to

succeed in lieu of separation from the District, or in other situations determined to be in the best interest of the students.

13.3.4 If a decrease in the number of students or the elimination of program(s) occurs, the District shall seek volunteers prior to making any involuntary reassignment.

13.3.5 When necessary the District shall provide assistance in the moving of the Unit Member's material and equipment whenever a Unit Member is reassigned.

13.3.6 The District may initially assign and reassign unit members. The Superintendent shall consult with all affected employees and the Association before making a reassignment.

13.3.7 Each unit member shall be given written notice at least seven (7) days prior to a reassignment.

13.4 Transfer

13.4.1 A "transfer" is a movement of a unit member from one (1) work site to another site with the same job classification.

13.4.2 The District shall provide written notice to the Association sufficiently in advance of commencing operations at a second work site. Thereafter, upon request by the Association both parties agree to bargain over transfer issues.

13.5 Seniority

13.5.1 Seniority, for purposes of Section 13.6.3 of this article, is defined as the Unit Member's date of hire in his or her current classification and an equal or higher classification in the bargaining unit with the following provisions:

13.5.1(a) Unit members with the same date of hire in a classification shall have the tie in seniority resolved in the following manner: First, the unit member with the first date of paid service in that classification as a probationary employee shall have the greater seniority. If both employees have the same first date of paid service, the tie in seniority within a classification shall be resolved by lottery.

13.5.1(b) Resolution of any tie in seniority within a classification by lottery shall be conducted in the presence of at least two (2) Association representatives.

13.5.1(c) If the District assigns a Unit Member to a non-bargaining unit position within the District, that Unit Member's date of hire in that non-bargaining unit position shall count toward his or her seniority in the classification from which he or she was assigned. If the unit member requests a transfer to work in a non-

bargaining unit position within the District, such date of hire worked in a non-bargaining unit position shall not count toward an employee's seniority.

13.6 General Standards Applicable to this Article

13.6.1 All qualified applicants for vacant or new bargaining unit positions shall be given full consideration based upon the comparison of experience, evaluations, references, and the interview process.

13.6.2 Unit Members shall receive priority consideration for any vacancy unless the District determines, based upon the above listed criteria, that an outside applicant is more qualified.

13.6.3 In the event that the District determines that two (2) or more Bargaining Unit applicants are the most qualified, and the qualifications are substantially the same, the applicant with the greatest seniority shall be given the position.

Article 14 - REDUCTION IN FORCE/LAYOFF/LACK OF WORK/LACK OF FUNDS

14.1 Seniority by Date of Hire in Classification

Classified employees shall be subject to layoff for lack of work or lack of funds. Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff (EC 45308).

The definition of seniority is defined by "length of service" to mean the first date of hire within a job classification.

Per EC 45117, notification of layoff for lack of work or reduction in force must occur no later than March 15 of the current school year as applied for the ensuing year. Notification must be in writing informing the employee of the displacement and reemployment rights if any. Employee that is subject to layoff/reduction in force may request a hearing in writing within seven (7) days of receipt of notification of layoff/reduction in force to determine if there is cause for not reemploying per EC45117(b)

14.2 Bumping Rights:

An employee who receives a layoff notice shall have the right to bump a less senior employee in that job classification. If the employee, who receives the layoff notice, is the least senior employee in his or her current job classification, the employee may bump a less senior employee in an equal or lower classification in which he or she has worked during his or her current employment with the District. The employee must first attempt to bump into the most recently worked classification.

A unit member, whose assignment has been eliminated, reduced, or taken by another employee with more seniority, may bump any less senior unit member as long as the unit member is qualified and able to work the assignment into which he or she wishes to bump, and must bump the full assignment, not partial hours. The unit member may bump any assignment within the classification regardless of the hours of the assignment.

14.3 For purposes of transition from seniority based on "Hours in Paid Status" to "Hire Date" (Negotiated on May 12, 2008), the District and SEEA agree to apply "Date of Hire" anytime the contract refers to "Hours in Paid Status".

Article 15 - EMPLOYEE EVALUATION PROCEDURES

15.1 Definitions

15.1.1 Evaluator - An administrator or immediate supervisor designated by the Superintendent to perform evaluations.

15.2 General

15.2.1 The District shall assure uniformity of evaluation standards.

15.2.2 Evaluator and employee will set goals and review job requirements.

15.2.3 As part of the overall evaluation, all performance assessments shall be conducted by the evaluator and shall be based upon his/her direct observation and/or personal knowledge of the work performed by the Unit Member being assessed.

15.2.3.1 Paraprofessionals shall be evaluated by a common evaluator who shall be an administrator. The evaluator must collect input from certificated unit members who regularly have a direct working relationship with the Paraprofessional being evaluated to ensure the evaluation contains feedback from parties with whom the paraprofessional spends the most time during the workday.

15.2.4 A Unit Member shall not be assessed on or held accountable for any work performance over which the Unit Member has no authority to correct deficiencies. A Unit Member shall have the right to identify any constraints which inhibited his/her ability to perform the required work. The statement shall be attached to the completed evaluation.

15.2.4.1 The District shall not require any member of the Bargaining Unit to evaluate another member of the bargaining unit. Any such requirement by the district would construe a violation of this agreement.

15.3 Probationary Employee

The probationary period may extend from six months up to twelve (12) months from hire date, subject to the following conditions:

15.3.1 Probationary Period

15.3.1.1 From date of hire, the employee shall be evaluated at the third and sixth month, if within six (6) months the supervisor is convinced that the probationary employee is capable of successfully performing the job, then permanent status will be awarded.

15.3.1.2 If the supervisor has any concerns about the employee's ability to successfully perform the job, then the probationary period may be extended up to one (1) year from date of hire.

15.3.1.3 "Probationary Period" is the time period defined from first day of employment to six months afterward, during which the unit member is working in a newly hired position where the employee is being trained and/or completes work assignments for the position, and is being determined if they are a good fit for the position and the district in order to achieve tenured status.

15.3.2 Evaluation

15.3.2.1 At a minimum, an evaluation will be made during the initial three (3) months of employment. If permanent status has not been granted, a second probationary evaluation will be made by the ninth (9) month. The District may make interim evaluations whenever necessary. Informal review shall be made by the Superintendent when requested by either party.

15.3.2.2 The classified evaluation form for probationary employees shall be the instrument of evaluation.

15.3.3 Termination

15.3.3.1 A probationary employee may be terminated at any time during the probationary period.

15.4 Permanent Employee

15.4.1 A unit member shall be evaluated at a minimum of once every two (2) years.

15.4.2 Interim evaluations may be given if necessary.

15.4.3 A meeting shall be held between the employee and evaluator to discuss the written evaluation.

15.4.4 Informal review may be made by the Superintendent if requested by either the evaluator or evaluatee. When requested by either party the representative of the Association may be present.

15.4.5 If the employee's performance needs improvement, the evaluator shall initiate a plan for improvement.

15.4.6 Employees who are employed in two (2) different classifications shall be evaluated for each separate classification.

15.4.7 The classified evaluation form for permanent employees shall be the instrument of evaluation.

15.5 Unsatisfactory Evaluations

15.5.1 A unit member who receives an “unsatisfactory” evaluation shall, receive a written Improvement Plan (See Appendix E)

15.5.2 In case of “unsatisfactory” evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:

15.5.2(a) specific recommendation for improvement;

15.5.2(b) direct assistance to implement such recommendations which shall be reduced to writing;

15.5.2(c) provision of additional resources to be utilized to assist with improvement;

15.5.2(d) techniques to measure improvement;

15.5.2(e) time schedule to monitor progress.

15.6 Evaluation Placed in Personnel File

A copy of the completed evaluation, signed by the unit member and evaluator, shall be placed in the Unit Member's file at the District Office. The signing of such document shall not imply agreement with its contents.

15.7 Right of Rebuttal

The Unit Member has the right to submit a written reaction to the evaluation within ten (10) days of receipt of such evaluation. Such response shall become a permanent attachment to the copy of the evaluation in the Unit Member's personnel file. If such response is filed within ten (10) days of the written evaluation, the evaluation document may be modified or corrected accordingly. The content of evaluations shall not be subject to the grievance procedure.

Article 16 - HOURS OF EMPLOYMENT AND OVERTIME

16.1 Initial Employment

Upon initial employment or re-employment, each Unit Member shall receive a copy of the applicable job description, a specification of the pay rate applicable to his/her position, a statement of the duties of the position, and the Unit Member's regular work site, regularly assigned work shift, days per week, and months per year. Job descriptions shall also be available on the District's website.

16.2 Work Day and Work Week

16.2.1 The length of the work day and work year shall be designated by the District for each classified position. The starting and ending time of each work day for a position shall not be changed without one (1) week prior notice except in case of an emergency.

16.2.2 The hours of a regular full-time Unit Member are eight (8) hour a day, exclusive of lunch, and forty (40) hours a week consisting of five (5) days per week (Monday - Friday). Other flexible forty (40) hour work weeks may be established by the District upon consultation with S.E.E.A. and affected employees. Eleven (11) and twelve (12) month employees are considered full-time if they are on a forty (40) hour work week.

16.2.3 The District may establish a work day of less than eight (8) hours or a work week of less than forty (40) hours for part-time employees.

16.2.4 All hours in paid service (e.g., holidays, sick leave, vacation, compensatory time off, and paid leaves) shall count toward meeting the above work week requirements.
[E.C. 45128]

16.3 Lunch Period

All unit members having a work day of four (4) hours or more may be entitled to an unpaid duty-free lunch period of not less than one-half ($\frac{1}{2}$) hour. Unit members having a work day of more than five (5) hours are entitled to an unpaid duty free lunch period of not less than one-half ($\frac{1}{2}$) hour, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee [L.C. 512(a)], see Appendix F. The lunch period for full-time unit members shall be scheduled by the District at or about the midpoint of each work shift. [E.C. 45180 (b)]

16.4 Rest Breaks

16.4.1 Unit members who are scheduled to work four (4) or more consecutive hours per day are entitled to a quarter ($\frac{1}{4}$) hour paid rest period for each three and three quarter ($3\frac{3}{4}$) hours worked [L.C.226.7] [IWC No.4-Sec.12]. The break shall be scheduled by the immediate supervisor as appropriate, and included in the 4 hour shift.

16.4.2 Unit members who are employed in two (2) or more positions in the District shall be entitled to the rest breaks herein based on their total daily hours of service. The time for rest breaks must be allotted in the scheduling for the employee and agreed upon between the immediate supervisors and/or superintendent to ensure the employee receives appropriate breaks when working more than one position and to ensure continuity between the two or more positions the member holds.

16.4.3 The District shall make available at each work site an adequate lunch room and rest room facilities.

16.5 Additional Time and Flex Time

16.5.1 Additional time applies to part-time employees only. Any additional time worked, at the request of the District, which does not cause the employee to work over eight (8) hours per day, will be paid step 1 or the step equivalent to current hourly rate on the salary schedule for that classification. If the additional time is in the same classification, the employee will be paid at his or her regular rate of pay.

16.5.2 Flex time is an adjustment of an employee's regularly scheduled work hours to accommodate occasional personal needs. Unit members may adjust their work schedule by up to sixty (60) minutes per day with the prior approval of their supervisor. Any adjustment of time must be reconciled within five (5) working days. Flex time cannot be used to create overtime or shorten regular work hours, and the employee will be held accountable for completing the same number of work hours when a flex time adjustment is granted for a day.

16.6 Overtime

16.6.1 Overtime is defined to include any District authorized time required to be worked in excess of eight (8) hours in any one (1) day or an excess of forty (40) hours in any calendar week. [E.C. 45128]

16.6.1.1 Additionally, any Unit Member having a work day of four (4) hours or more and a work week of five (5) consecutive days shall receive overtime for any work performed on the sixth (6th) or seventh (7th) day of the week. [E.C. 45131]

16.6.1.2 Additionally, a Unit Member having a work day of less than four (4) hours during the work week shall receive overtime for any work required to be performed on the seventh (7th) day following the commencement of the work week. [E.C. 45131]

16.6.1.3 All hours worked in excess of the Unit Member's regular assignment shall be approved in advance by the immediate supervisor.

16.6.2 Overtime shall be compensated at the rate of pay equal to one and one-half (1-1/2) times the Unit Member's regular hourly rate of pay for the overtime work. Shift and special assignment differentials regularly received by the Unit Member shall be included in determining his/her regular rate of pay.

16.6.3 All hours worked on authorized holidays shall be compensated at one and one-half (1-1/2) times the Unit Member's regular rate of pay in addition to the regular pay. [E.C. 45203, 45205]

16.6.4 Overtime work shall be offered among employees of the same job classification based on seniority as is practical consistent with District needs.

16.6.5 A Unit Member may be compensated for overtime. See 16.7 Compensatory Time Off.

16.7 Compensatory Time Off

16.7.1 When overtime work is authorized, the District and the Unit Member may agree in advance of the time being worked to provide compensatory time off bank up to forty (40) hours of compensatory time in lieu of cash. If it is not used within a twelve (12) month period, it will be paid out. The supervisor or superintendent designee may grant additional banking. An appropriate form must be completed by the Unit Member and approved by the immediate supervisor in advance, refer to Appendix E for a copy of the form.

16.7.2 Compensatory time off shall be granted at the same rate as the appropriate rate of overtime. Example, if the employee works 2 hours of overtime, then the compensatory time is equal to 3 hours at regular pay. (2 hours * 1.5 overtime pay rate = 3 hours at regular pay rate)

16.7.3 Compensatory time off shall be scheduled with the approval of the supervisor.

16.7.4 Compensatory time off shall be taken within twelve (12) months following the month overtime was worked. Any compensatory time off not taken within twelve (12) months after being earned shall be paid in cash. [E.C. 45129]

16.8 Call In, Call Back, and On-Call Time

16.8.1 A Unit Member called to work on a day he/she is not scheduled to work, or called back to work after completion of his/her regular work shift, shall receive a minimum of two (2) hours pay at either the regular rate or at the overtime rate, as appropriate under the circumstances.

16.8.2 Any Unit Member who is asked to remain available for work either before or after his/her regular shift or on weekends so that they may be called to work, if needed, shall receive on-call pay for all time they are asked to remain available. On call pay shall be equivalent to pay for thirty (30) minutes per hour at the regular pay rate. On-call hours are not included in hours toward overtime pay.

16.9 Adjustment of Assigned Time

Any Unit Member who works an average of thirty (30) minutes or more per day in excess of his or her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours thereafter in order to acquire statutory benefits on a properly prorated basis. [E. C. 45137] For the purposes of this section, workdays means those days the particular Unit Member is scheduled to work.

16.10 Inclement Weather and Emergency Closure

16.10.1 Emergency Closure

When it is determined by the District that schools shall be closed to all staff and students in an emergency situation (e.g., snow day, fire, etc.), Unit Members shall not be required to report to their job assignments. If necessary to repair the cause of the emergency, Unit Members may be subject to Call Back/Call-In in accordance with article 16.8. If the declared emergency day is made up by extending the school calendar, the Unit members shall not be paid any additional salary for working on the made up day.

16.10.1.1 In the event that the closure is designated for student attendance only and staff is required to report, and the emergency closure results in an extension of the school calendar requiring students to make up the day, 11-month unit members shall be paid for the additional work day by timecard.

16.10.1.2 In the event the school is closed for students and staff and the Unit Member is asked to come in to work to address the emergency, Article 16.8 and 16.11 will be in effect.

16.10.2 Inclement Weather Days

16.10.2.1 If the start of a school day is delayed due to inclement weather, the Unit Member(s) will report to work at their normal start time or as soon as they can arrive safely to work within the two hour delay. If the Unit Member(s) arrives within two hours of their regular start time they shall be paid for a full contracted day. If the Unit Member(s) arrives later than two hours from their regular start time, they may use vacation, compensatory, or personal necessity time with the approval of their supervisor.

16.11 Right to Refusal

Any Unit Member shall have the right to reject any offer or request for overtime or call-back, on-call, or call-in time. The Unit Members' rejection of an offer of overtime, callback, on call, or call in time does not exclude the Unit Member from future offers by the district, nor can it be deemed as a negative aspect of the unit members performance during evaluations. The unit member shall be held harmless for rejecting any offers of overtime, callback, on call, or call in time.

16.12 Bus Drivers Hours and Assignments

This Section is intended to address issues which are unique to the Unit Members in the Transportation Department. This Section is not intended to preclude the application of the entire Agreement to the Unit Members of the Transportation Department.

16.12.1 Definitions

16.12.1.1 Home to School Route ("H/S")—the route the bus travels while transporting students to school for instruction and/or home from school after they have taken part in a day of instruction.

16.12.1.2 Field Trip—any time a school bus is used to transport any number of students from one point to another other than home to school.

16.12.2 Assignment of home to school routes

16.12.2.1 Prior to the selection process, the Transportation Supervisor shall have established the allotted time for each "H/S" route, assigned buses to routes and determined any special requirements; including license restrictions, driver proficiency (including terrain), chain installation and use of any specialized equipment.

16.12.2.2 On the first Monday of June permanent drivers shall select a "H/S" route for which they are qualified, based upon these special requirements, in order of seniority. Implementation of route selections shall be made within a maximum of 30 days. Every effort shall be made to expedite this process.

16.12.2.3 If there are changes of 21 minutes or more in any "H/S" route, including the addition or deletion of a route, or an involuntary transfer, the selection process will begin again, within 10 working days from the date of the change, with implementation as in 16.12.2 above.

16.12.2.4 Except as specified in 16.12.2.3 above, selections shall remain effective until implementation of the succeeding school year's selections.

16.12.2.5 The compensable time paid to a driver may change based upon the route selected by seniority each year or pursuant to section 16.12.2.3. The driver who also holds another regular classified position may not select a route which would cause his/her total compensable time to exceed eight hours per day without District approval. The District may, in its discretion, agree to temporarily reduce the hours of the second position held by a driver to prevent the total compensable time from exceeding eight hours. The District may offer the reduced hours of the second position to another unit member on a temporary basis or to a substitute. The adjustment in hours of the second regular position is temporary as to both the driver and the replacement employee and shall remain in effect only until the route selection process occurs again. During school breaks, the eight (8) hour employee retains an eight (8) hour day and those minutes worked by the replacement employee will be reduced. The District may review an adjustment of hours between two positions held by a bus driver each time the selection of routes occur.

16.12.3 Assignment of Field Trips

16.12.3.1 Field trips shall be selected on a voluntary basis, subject to the same qualifications as "H/S" routes (16.12.2.1).

16.12.3.2 The Transportation Supervisor shall maintain and post an ongoing roster, based upon seniority, of permanent drivers volunteering to drive field trips.

16.12.3.3 Drivers shall select field trips on Wednesday mornings from a list of the succeeding week's trips, Monday through Friday, according to the rotation on the ongoing roster. The person whose turn it is to select may choose from all available trips within the succeeding week.

16.12.3.4 If, for reasons other than sudden illness or emergency, a driver cannot take a trip that he/she selected, a minimum of 72 hours notice prior to the trip's departure must be given to the Transportation Supervisor. If a trip is canceled, the person who selected the trip may have first choice on the following Wednesday, without losing their turn on the roster.

16.12.3.5 If a field trip is scheduled to depart within 30 minutes after the end of the driver's "H/S" route, the driver shall continue in paid status until the field trip has been completed and the bus has been parked, cleaned and secured.

16.12.3.6 Any field trip which is considered a "late" trip (any request that comes in after the selections are completed, or when the driver is unable to drive on a previously selected trip) shall be chosen by lot from those drivers who wish to be included.

16.12.3.7 In the event that a trip is not selected, the Supervisor may elect to, drive the trip, assign it to a qualified substitute or to a permanent driver if a qualified substitute is not available.

16.12.4 Allotment of Compensable Time

Drivers shall be paid for allotted route time plus one (1) hour per day as needed. The one hour is to be used for checkout of the bus, communications with the Department, daily cleaning and fueling for those that are bus drivers only. For those in split positions it is to be used when unforeseen circumstances arise.

16.12.6 Additional Time

When a driver's actual time exceeds the allotted route time by 10 minutes or more, for approved reasons, the driver shall be paid for the additional time or overtime.

Article 17 - SAFETY

17.1 The District shall conform to and comply with all health, safety and sanitation requirements imposed by local, state or federal law or regulations adopted under local, state or federal law.

17.2 Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being as required by law.

17.3 The District agrees to furnish safety equipment, clothing and devices required by law for health and safety reasons.

17.4 Each year classified employees are required to fulfill district defined training pertaining to specific state mandates and safety.

Training requirements are determined by the district administration for compliance with federal, state and local regulations for employees to meet legal, health and safety requirements and manage risk for the district. Training requirements and topics can change on an annual basis due to state and regulatory requirements and are subject to change.

Training specific to job classifications to address specific functions for staff to be completed before the start of school or on the first day of hire. Training that covers topics such as Yard Duty Procedures, grounds training for appropriate dress for safety while performing job duties and safe use of equipment, Custodian training for appropriate use of chemicals and equipment for cleaning, will be defined and prescribed by the Administrators and/or management. Bus Driver training is designed to meet requirements by the State of California DMV and is described separately within the contract for this job classification.

All classified employees are required to complete the annual mandated training as a condition of their employment. All assigned trainings through the JPA managed platform will become available online by July 1 and must be completed within the first thirty (30) days of employment. Employees may make arrangements with administration to complete the training at the school site and/or using District devices if they do not have a device or internet access of their own.

Classified 181 day positions are expected to complete the online training outside of the regularly scheduled workday and must time sheet. Administration may schedule training days the week prior to the start of school.

For newly hired employees who have start dates on the first day of school or later, training is to be scheduled and completed on the first day of employment with the district, and prior to the employee being scheduled to begin regular duties with the standard minimum time for classified staff of 2 hours a day. District holds the option to extend this time as required to fulfill training per job classification and function.

Article 18 - LEAVES OF ABSENCE, SUBSTITUTES, VACATION

18.1 General Provisions

18.1.1 All requests for leaves of absence except those of an emergency nature or where notice is specified herein shall be made in writing at least ten (10) days prior to the leave except where notice is impossible due to the circumstances. Requests for daily sick leave shall be made by phone to the supervisor as early as possible but no later than one (1) hour prior to the commencement of the work day according to the employees normal work schedule. Bus Drivers are required to notify by 5:00 a.m. or the night before to allow sufficient time to obtain a substitute driver and/or for district administration to give parent/guardian notifications for changes to transportation schedules. Personal Necessity Leaves require the unit member to submit the absence form a minimum of 2 workdays in advance of the dates being requested.

18.1.2 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, retirement credit, and such other rights and benefits in the same amounts as if they were not on leave.

18.1.3 A Unit Member returning from any type of paid leave lasting thirty days or less shall be entitled to return to the same position and assignment he/she had prior to the leave.

18.1.4 A Unit member must notify the District when they require sick leave by following the procedures outlined in the employee handbook. Employees are required to complete a district absence form for dates they did not report to work where they notified the district of a sick day being taken immediately upon returning to campus for work, and turn the form into the immediate supervisor for signature.

18.2 Sick Leave

18.2.1 Every Unit Member shall be entitled to one (1) day sick leave of absence for each month worked. Sick leave benefits shall be prorated for Unit Members working less than an eight (8) hour workday and/or working less than five (5) days per week. Sick leave is prorated by %FTE overall (one classified member may hold multiple job classifications with a higher total FTE% over the percentage of a single job class).

18.2.2 Pay for any day of such absence shall be the same as the pay which would have been received had the Unit Member served during the day based on current step range and rate of pay by job classification.

18.2.3 The Unit Member need not accrue the annual credit prior to taking such a leave except that a new employee may not take more than six (6) days, or pro rata amount,

prior to completing six (6) months of service. Upon separation, unearned sick leave which has been taken may be deducted from the final paycheck.

18.2.4 All unused sick leave shall be accumulated. Upon Separation, a Unit Member shall not be paid for accrued sick leave. However, the Unit Member may, in case of retirement, convert the unused sick leave to retirement credit in accordance with applicable law. [See Govt. Code 20862.5 prohibiting sick leave credit for PERS retirement.]

18.2.5 In addition to all sick leave entitlement that a Unit Member may accumulate within the District, he/she shall also be entitled to transfer unused sick leave which may have been accumulated while previously employed in a position in another school district, County Office of Education or community college district. Transfer rights shall be according to E. C. 45202 as interpreted by opinion of the Attorney General.

18.2.6 The District shall provide each Unit Member, on an annual basis, with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the Unit Member is entitled for the current school year.

18.2.7 Upon exhaustion of all paid leave and vacation credit, a Unit Member who continues to be absent shall receive differential sick leave benefits for the remainder of the first five (5) school months running from the first date of absence. The Unit Member shall receive the difference between his/her pay and the amount actually paid a substitute. (E.C. 45196). If the Unit Member receives State Disability Insurance (SDI) benefits, the differential paid to the Unit Member, when combined with the SDI benefit, shall not exceed the Unit Member's daily rate of pay.

18.2.8 Unit Members may use accumulated sick leave and differential illness leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage or childbirth and recovery therefrom. The length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, shall be determined by the Unit Member and her physician.

18.2.9 If at the conclusion of all leaves of absence, paid or unpaid, the Unit Member is still unable to assume the duties of his or her position, the Unit Member shall be placed on a reemployment list for a period of thirty-nine (39) months. At any time, during the prescribed thirty-nine (39) months, the Unit Member is able to assume the duties of his or her position, the Unit Member shall be re-employed in the first vacancy in the classification of his or her previous assignment. The Unit Member's reemployment will take preference over all other applicants except for those laid off for lack of work or funds under section 45298 of the Education Code in which case the Unit Member shall be ranked according to his or her proper seniority. Upon resumption of his or her duties, the break in service will be disregarded and the Unit Member shall be fully restored as a permanent employee.

18.2.9.1 A unit member who has been placed on a reemployment list, as provided herein, who has been medically released for return to duty and who fails to accept an appropriate assignment shall be dismissed.

18.2.10 All sick leave absences shall be verified on a District form. The District may request written verification, including verification by a physician, for any sick leave exceeding three (3) consecutive work days. With prior notice, the District may request a physician's statement for any Unit Member returning from an absence of ten (10) consecutive work days or more of the Member's physical capacity to perform in the position.

In cases where the District has cause to believe an abuse of sick leave is occurring, an employee may be required to provide written verification of illness by a physician upon written request by the District.

18.2.11 A Unit Member shall request advance approval from the supervisor to leave work during the work day for a medical or dental appointment.

18.3 Paid and Unpaid Leaves Prior to the Birth of a Child

18.3.1 Unpaid Pregnancy Disability Leave

18.3.1.1 All female unit members who are disabled as a result of pregnancy, childbirth, or a related medical condition, shall be granted an unpaid leave of absence for a maximum of sixteen (16) weeks upon a doctor's written recommendation.

18.3.1.2 Unit members who need to take a pregnancy-related disability leave must give the District reasonable notice of the date the leave will commence and the estimated duration of any leave.

18.3.1.3 The District shall require written verification from the unit member's physician or other licensed health care practitioner that the unit member is disabled as a result of pregnancy, childbirth, or a related medical condition before granting a leave of absence pursuant to this section. The District shall also require a written release to return to work before reinstating the unit member.

18.3.1.4 Unit members returning from a pregnancy-related disability leave shall be reinstated to an equivalent position. Provided that the unit member returns from leave during the same school year in which the leave was granted, the unit member shall be returned to the same assignment held prior to taking the leave. If the unit member returns from leave in a subsequent school year, the unit member shall receive an assignment consistent with the terms of this Agreement and the District's practice.

18.4 Paid and Unpaid Leave Following the Birth/Adoption/Foster Care Placement of a Child

18.4.1 Unpaid CFRA Leave

18.4.1.1 For a period of 12-months following the birth/adoption/foster care placement of a child, an eligible unit member may take up to 12-workweeks of unpaid CFRA Leave to bond with the child [See Section 18.9 for Unpaid CFRA Leaves].

18.4.2 Paid Parental Leave

18.4.2.1 Pursuant to Education Code section 44977.5, for a period of 12-months following the birth, adoption, or foster care placement of a child, a unit member may take up to 12-work weeks of paid leave.

18.4.2.1.1 The unit member must first exhaust all paid leave.

18.4.2.1.1.1 The unit member may not use differential paid leave.

18.4.2.1.2 If the unit member exhausts all of his or her paid leave during the 12-workweek period, the unit member shall receive differential pay for the remainder of the 12-workweek period.

18.4.2.1.2.1 Effective January 1, 2019, the amount actually paid to the unit member during the portion of the 12-workweek period that he or she is receiving differential pay shall not be less than 50% of his or her regular salary regardless of the amount paid to the substitute.

18.4.2.1.3 A unit member is entitled to only one 12-workweek period of Parental Leave per 12-month period.

18.4.2.1.4 The 12-workweek period of Parental Leave shall run concurrently with unpaid CFRA Leave.

18.4.3 Other Paid Leaves

18.4.3.1 A unit member who does not exhaust all of his or her paid sick leave during their Parental Leave may use additional Paid Sick Leave pursuant to Labor Code section 233 and Personal Necessity Leave [See Section 18.4] to bond with their child.

18.5 Personal Necessity Leave

18.5.1 Each school year, each full-time classified employee may use his or her full amount of sick leave for Personal Necessity Leave [Part-time employees receive a prorated amount of the ten (10) days].

18.5.2 The term "Personal Necessity" shall incorporate all paid leaves of absence except for the unit member's own personal illness or injury, or addressed separately in Article 18 All leaves require an Absence Request Form to be filled out by the unit member.

18.5.3 A classified unit member may use up to ten (10) sick leave days per year for any reason with the following restrictions:

18.5.3.1 No more than five (5) consecutive days may be used for no tell days.

18.5.3.2 Leaves greater than two (2) consecutive days require at least 24 hours prior notice, administrative approval and shall be granted provided a substitute is available.

18.5.3.3 Any requests for the beginning or ending weeks of school, scheduled teacher-parent conference days, in-service days, Back-to-School Night, Open House days, the weeks before or after Thanksgiving, Winter or Spring Break are discouraged. Approval shall be on a case-by-case basis by the administration.

18.5.3.4 Any concerted refusal to work.

18.5.4 The District may approve requests for extensions beyond the ten-day (10) year (12 days for 12-month employees) limit for catastrophic illness of a unit member or of the unit member's immediate family. (See FMLA BP 4161.8.)

18.6 Bereavement Leave

18.6.1 In the unfortunate event of the passing of an immediate family member, as defined in Article 3.14, a Unit Member is entitled to a leave of absence of up to five (5) days. The District is prohibited from refusing bereavement leave requests (up to five days) for the death of a family member. The leave does not have to be consecutive and must be taken within three (3) months of the family member's death.

18.7 Jury Duty

Unit members shall be granted paid leave, less jury duty pay, if applicable, to respond in person to a jury duty summons. Jury Duty. All leaves require an Absence Request Form to be filled out by the unit member.

18.8 Industrial Accident and Illness Leave

18.8.1 Any Unit Member involved in an industrial accident or illness which results directly from his/her employment with the District shall qualify for the following benefits [E. C. 45192]:

18.8.1(a) The maximum amount of industrial accident or illness leave shall not exceed sixty (60) working days in any one (1) fiscal year or for any one (1) accident even though the absence caused by the accident or illness extends into the next fiscal year.

18.8.1(b) The leave shall commence with the first day of absence.

18.8.1(c) Salary paid to the Unit Member while on this leave, when added to his/her temporary disability indemnity, shall not exceed the amount of his/her full regular salary.

18.8.1(d) Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' compensation.

18.8.2 The benefits provided in this paragraph are in addition to sick leave benefits. Upon termination of the industrial accident or illness leave, the Unit Member shall be entitled to use his/her available regular or differential sick leave except that the total of the Unit Member's temporary disability indemnity pay for the day and the portion of salary due him/her for pro rata sick leave or other paid leave during his/her absence shall equal his/her full salary. [E. C. 45192]

18.8.3 During any paid leave of absence due to industrial accident or illness, the Unit Member shall endorse his/her temporary disability indemnity checks to the District. Regular salary warrants shall be issued by the District with normal deductions for retirement and other authorized deductions.

18.8.4 During any period of industrial accident or illness leave, the Unit Member shall not leave the state of California without prior written approval of the Superintendent.

18.8.5 To the extent allowable under applicable statutes, a physician may be designated by the Superintendent to examine, follow through and report on any case where workers' compensation is paid.

18.9 Personal Leave Without Pay

18.9.1 The Superintendent may or may not grant, depending on the circumstances a Unit Member, upon request, an unpaid personal leave up to a maximum of two (2) weeks.

18.9.2 The Governing Board may or may not grant, depending on the circumstances a permanent Unit Member, upon request, an unpaid leave of absence for up to one (1) school year for personal reasons. Such leave may be extended upon request.

18.10 Vacation

18.10.1 Eligibility

All members of the bargaining unit shall earn paid vacation time under this Article. Although vacation is credited for the full fiscal year on July 1 of each year, vacation is actually earned for each month of service during the fiscal year.

18.10.1.1 Each 12 month full-time Unit Member is eligible to earn vacation leave for each month in paid status for at least one-half (1/2) of that month. Vacation credit shall not be given for any month in which the full-time Unit Member is in unpaid status for more than one-half (1/2) of the work days.

18.10.1.2 All other Unit Members are eligible to earn vacation leave for each hour in paid status as specified in Article 18.11.2.2.

18.10.2 Accumulation

18.10.2.1 Each full-time Unit Member (employed for twelve (12) months per year) shall earn and accumulate vacation on a monthly basis in accordance with the following schedule:

18.10.2.1(a) Commencing with the first through fifth year of service, vacation time shall be earned and accumulated at the rate of five-sixth (5/6) day for each month of service not to exceed ten (10) days per fiscal year.

18.10.2.1(b) Commencing with the sixth through tenth year of service, vacation time shall be earned and accumulated at the rate of one and one-quarter (1-1/4) days vacation for each month of service not to exceed fifteen (15) days per fiscal year.

18.10.2.1(c) Commencing with the eleventh through twentieth years of service, vacation time shall be earned and accumulated at the rate of one

and two-thirds (1-2/3) days vacation for each month of service not to exceed twenty (20) days per fiscal year.

18.10.2.1(d) Commencing with the twenty-first year of service, vacation time shall be earned and accumulated at the rate of 2.083 days vacation for each month of service not to exceed twenty-five (25) days per fiscal year.

18.10.2.2 All other Unit Members shall earn and accumulate vacation pay from their date of hire at the rate specified herein:

Years in Paid Status Hours of Vacation per Hour in Paid Status

1 through 5 years = .03846

6 through 10 years = .05000

11 through 20 years = .06250

21 plus years = .0775

18.10.2.3 Although vacation is credited for the full fiscal year on July 1 of each year, vacation is actually earned for each month of service during the fiscal year. New Unit Members do not earn vacation as a vested right until completion of the initial six (6) months of employment.

18.10.2.4 Vacation earned in a fiscal year must be taken by January 1 following the fiscal year unless written approval is granted by the Superintendent. Vacation leave may not be accumulated from year to year without approval.

18.10.3 Usage

18.10.3.1 Full-time Unit Members employed for twelve (12) months per year may take vacation during the fiscal year based upon written approval of the immediate supervisor considering the operational needs of the District.

18.10.3.2 No vacation shall be granted during the first six (6) months of employment for a new Unit Member until the probationary period is completed or except in extraordinary circumstances. Vacation shall not be taken until sufficient vacation hours have been earned.

18.10.3.3 All other Unit Members shall not take vacation, but shall receive pay for accrued vacation at the conclusion of his or her work year.

18.10.3.4 Cash for Accrued Vacation The District has the option to pay off the accumulated vacation in cash at the end of any fiscal year. Pay for vacation days

shall be at the rate the Unit Member would have received had he/she worked on the date of payment.

18.10.3.5 Vacation Pay Upon Separation When a Unit Member separates for any reason, he/she shall be entitled to all earned and accumulated vacation pay up to and including the effective date of the separation except as follows:

- (1) The Unit Member has not completed six (6) months of employment shall not be entitled to vacation pay;
- (2) A Unit Member who had taken vacation which was not yet earned at the time of separation shall have the amount of salary paid for unearned days deducted from the severance check.

18.10.4 Interruption of Vacation

A Unit Member may interrupt for three (3) consecutive work days or more or terminate vacation leave in order to begin another type of paid leave without a return to active service provided the Unit Member supplies adequate notice and sufficient supporting information regarding the basis for requesting such interruption or termination. Such paid leave shall be verified on the same basis as if the vacation had not been involved.

18.10.5 Amount of Vacation Pay

Pay for vacation days shall be the same as that which the Unit Member would have received had he/she been in a working status.

18.10.6 Vacation Postponement

18.10.6.1 If a Unit Member's vacation becomes due during a period when he/she is on leave due to illness, injury, personal necessity or bereavement he/she may request that his/her vacation date be changed. The District and the employee shall mutually agree to new vacation dates.

18.10.6.2 If a Unit Member is unable to take all or any part of the scheduled vacation due to illness, injury, personal necessity or a work schedule with the District which precluded such action the amount not taken shall be accumulated for future use.

18.10.7 Holidays

Holidays shall not be counted as vacation or sick leave.

18.11 Substitutes

18.11.1 There shall be substitutes for all unit members. Paraprofessionals shall have substitutes for their scheduled yard duty only. All substitutes shall be chosen in the following order:

18.11.1.1 Time will be offered, by seniority, to same department unit member, not to exceed eight (8) hours per day or forty (40) hours per week.

18.11.1.2 Time will be offered, by seniority, to qualified, non-department unit members not to exceed eight (8) hours per day or forty (40) hours per week. (Non-department unit members must notify the district, yearly, in writing of their interest in substituting for specific departments.)

18.11.1.3 If no member is able to take any additional time, there shall be a list of qualified substitutes who will be called, according to ability, on a rotating basis. Teacher and unit members requests will be considered.

18.12 Catastrophic Leave

When a classified employee or a member of his/her immediate family experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time, and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued catastrophic leave credits "CLC" which will be voluntarily donated by fellow employees under the specific requirements of the district's catastrophic leave program. (Education Code 44043.5)

"Catastrophic illness or injury" means an illness or injury that is expected to incapacitate an employee for an extended period, or that incapacitates an employee's immediate family member which requires the employee to take time off from work for an extended period of time to care for the immediate family member, and taking the extended time off work creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. (Education Code 44043.5)

18.12.1 To be eligible for participation in the catastrophic leave credits program, a classified employee must meet the following conditions:

18.12.1(a) An employee must be in a paid status and have been employed by the District for at least twelve calendar months.

18.12.1(b) Upon requesting donations under this program, the employee or immediate family member shall provide verification by means of a letter to the superintendent or designee, dated and signed by the sick or injured person's physician, indicating either that the employee qualifies for the catastrophic leave program or that the employee's immediate family needs the employee's attention

at home because of the incapacitating nature of his or her illness. The physician shall also indicate the probable duration of the illness.

18.12.1(c) The employee must have exhausted all individual paid sick leaves, vacation time, or any other earned paid time.

18.12.1(d) The employee must have exhausted all differential pay, if he or she is eligible for differential pay

18.12.1(e) All eligible employees may participate in this program and are eligible to receive credits from any classified employee in any classification.

18.12.2 Donations to the program must meet the following conditions:

18.12.2(a) The Committee, as identified by S.E.E.A., shall ensure that all leave credits are voluntary and will have the option of being a confidential donation.

18.12.2(b) All donations to the catastrophic leave program are irrevocable.

18.12.2(c) A classified employee who wishes to donate to the catastrophic leave program must be in a paid status.

18.12.2(d) Donors shall not reduce their accumulated leave credits to fewer than the equivalent of one five day work week.

18.12.2(e) Donors may initially contribute a minimum of one (1) hour of sick leave credit. Donors may contribute in minimum increments of one (1) hour thereafter, with no maximum limit as long as they meet the criteria in section in 18.12.2.c.

18.12.2(f) Transfer donation requests to the individual employee, via the catastrophic leave program, must be made to the Committee in writing on a catastrophic leave credit form. Such requests shall provide the number of full leave credit days and/or hours to transfer, the signature of the employee to authorize the transfer, the date, the choice of confidentiality, and the statement that he or she recognizes that the transfer of donated sick leave credits is irrevocable (Education Code 44043.5)

18.12.3 Use of donated leave credits will be subject to the following conditions:

18.12.3(a) Once the Committee approves an employee's request for CLC, he/she may withdraw a maximum of twenty-two (22) leave credits, monthly, not to exceed sixty (60) consecutive days. (Education Code 44043.5 section D.1)

18.12.3(b) Initial CLC and/or extended CLC withdrawals will be at the following rate:

One (1) CLC will equal (=) one (1) working day.

One-eighth (1/8) CLC will be the equivalent of one (1) hour for an eight-hour per day employee.

An employee working less than a full-time equivalent or portion of a year will be permitted to withdraw CLC at the same prorating of employment entitlement as the employee was receiving prior to the catastrophic leave. Example: .60 F.T.E. part-time employee: 22 CLC x .60 F.T.E. = 13.2 CLC. Thus, an employee who works .60 FTE is entitled to only 13.2 CLC per month.

18.12.3(c) An applicant for catastrophic leave must be in paid status have been employed by the District for at least twelve (12) months at the time he or she applies for catastrophic leave. An employee may not apply for catastrophic leave for elective surgeries even though the employee exhausts all of his or her sick leave while on leave. Leave for illness, injury or disability that qualifies the employee for workers' compensation benefits shall also be excluded.

18.12.4 Conditional sequence of Catastrophic Leave Credits.

18.12.4(a) Exhausts all available leave credits.

18.12.4(b) Exhausts differential pay credits.

18.12.4(c) Exhausts all Catastrophic Leave Credits.

18.12.5 While on catastrophic leave, the employee will continue the group health care benefits on the same terms and conditions as applied prior to the commencement of the employee's leave of absence. In the event that the employee is responsible for any portion of the group health insurance premium or for any other premium payment(s), the employee MUST, prior to the commencement of leaves, make arrangements with the Chief Business Official for the submission of such payments.

The District shall continue to withdraw an employee's portion of health and welfare benefits during the period the employee is receiving CLC insurance premiums. If the employee's salary does not cover the cost of health and welfare premiums and the employee does not pay out of pocket his/her portion of health and welfare benefits, the district shall not provide the employee with those benefits even though the period of the leave will be counted against sick leave, catastrophic leave, and/or differential leave.

18.12.6 An employee who receives CLC shall use any leave credits that he/she continues to accrue on a monthly basis before receiving paid CLC. (Education Code 44043.5)

18.12.7 All donations should be made in accordance with what is needed for the employee at that time.

18.12.8 If a need for additional leave credits is determined, a memorandum from the Committee will be posted asking all classified staff for donations of leave credits, on behalf of the employee, to remain confidential, as an extension of the previous request. (All donors must meet the criteria in section 2.c. of this policy.)

Federal Family and Medical Leave Act (FMLA), and the California Family Rights Act (CFRA), known as the Family Leave Board Policy 4300.01, and its provisions, which set forth the rights and responsibilities of eligible employees absent for a qualifying family medical leave, will apply. If there is a conflict between the District's Family Medical Leave Policy and any other District policy, practice, rule or procedure, the parties agree to interpret the other policies, practices, rules, or procedures in a manner that gives full effect to the intent and purpose to the District's Family Medical Leave Policy.

18.12.9 Administration of the Catastrophic Leave Program

18.12.9(a) The Committee will review requests for CLC.

18.12.9(b) The Committee will review donations of CLC.

18.12.9(c) Donors shall specify whether their donations are from sick leave, vacation leave, or comp time.

18.12.9(d) An employee receiving Catastrophic Leave Credits shall use such leave as sick leave credits no matter how they were transferred to him/her.

Article 19 - HEALTH AND WELFARE BENEFITS

19.1 Group Insurance Coverage

19.1.1 All eligible Unit members may participate in District sponsored medical, dental and vision plans.

19.1.2 Unit Members shall pay any cost not covered by District contributions through payroll deduction. Unit Members shall complete a payroll deduction form.

19.2 Employer/Employee Trust

19.2.1 The District agrees to provide the benefits set forth below through the California Valley Trust. The parties agree to be bound by the rules, regulations and procedures established by the Trust.

19.2.2 Conditions for Unit Members participation including enrollment requirements, eligibility of family members, and coverages are governed by the master contract of insurance for each plan.

19.3 Eligibility

19.3.1 Full-time Unit Members shall receive payment for insurance premiums up to the maximum District contribution.

19.3.2 Part-time Unit Members who work at least one-half ($\frac{1}{2}$) time shall receive a pro rata percentage of the actual District contribution based upon the percentage of a full-time position held. Substitute hours and/or additional hours worked by part-time unit members do not count toward eligibility for pro-rated benefits.

19.4 Health, Dental, and Vision Insurance

Eligible Unit Members and eligible dependents shall receive the following health care plans provided by the California Valley Trust (CVT).

19.5 Maximum District Contribution

The maximum District contribution toward all health benefit costs will be ~~\$10,000.00~~
\$11,400.00.

19.6 Duration of Benefits

19.6.1 Eligible Unit Members who work a complete school year and are continuing in employment shall continue to receive District contributions to health benefits effective through the last day of August. 51

19.6.2 Unit members whose employment is terminated, shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.

19.6.3 Should a Unit Member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such Unit Member shall be entitled to continue coverage under all insurance plans until August 31 of the ensuing school year provided the Unit Member pays all costs.

19.6.4 Unit Members on Board-approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leave upon reimbursement to the District. Those Unit Members who go on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the balance of that pay period. Thereafter, they shall be allowed continued participation in the District sponsored benefits program provided the Unit Member remits premium cost at the group rate.

19.6.5 All benefits in this section shall apply to Unit Members eligible for health benefits.

Article 20 - SALARIES

20.1 Unit Salary Schedule

Upon successful conclusion of negotiations between the Association and the District, the parties agree to review and, if necessary, revise the salary schedule in accordance with the ratified agreement. (See attached salary schedule(s)).

20.2 Stipends

20.2.1 Participation in the extra-curricular or co-curricular programs beyond the regular day (including, but not limited to, academic, e.g., homework club, and/or athletic coaching) shall be voluntary. Positions in these programs shall be filled according to provisions set forth in this Agreement governing advertising and filling vacant positions found in Article 13 or Article 20 of the SEEA contract.

20.2.2 All such positions that do not require a certificated teacher shall be opened to unit members before they are offered to members outside the unit. The positions shall be posted and awarded as noted in Article 13.

20.2.3 Stipends shall be paid for each pertinent activity as listed in Appendix D

20.3 Additional Payments

Any additional pay due a Unit Member as a result of working out of class, recomputation of hours, or for reasons other than procedural errors shall be adjusted to the next regular paycheck.

20.4 Lost Checks/Void Checks

20.4.1 Any paycheck for a Unit Member which is lost after receipt or which is not received within five (5) days, if mailed, shall be replaced no later than five (5) working days following the Unit Member's demand of the payroll department for replacement of the check except when precluded by circumstances beyond the control of the District. The Unit Member must sign for receipt of the replaced check.

20.4.2 Any paycheck which has not been cashed within six (6) months after the date of issuance is void and is no longer a District liability.

20.5 Initial Placement on Salary Schedule

20.5.1 New members with previous school experience shall be given up to 7 years of credit. Previous experience must be in the same classification in which the new unit member is being employed. Otherwise, initial step placement on the salary schedule

shall be on step 1 except in cases where the applicant has exceptional experience or when unusual recruitment conditions prevail.

20.5.2 Employees who are voluntarily changing to an equal or higher paid classification shall be placed on the closest step which would not result in a loss of pay.

20.5.3 If the unit member is returning to a previously held classification he/she will be placed on the salary schedule based on their years of service in the district plus their initial placement in that classification: Example: A Paraprofessional who has worked in the position for three years moves over to become a School Secretary for two years and then moves back to the Paraprofessional position. That employee would get service credit for the three years as a Paraprofessional position plus the two years as a School Secretary when placed on the salary schedule for the Paraprofessional position (5 years of service credit).

20.6 Step Advancement

A Unit Member must be in paid status three-fourths (3/4) of the applicable work year (i.e., full-time or part-time) to receive a step increase at the beginning of the next fiscal year.

20.7 Monthly Pay Period

All Unit Members shall be paid on a monthly basis payable on or before the last working day of the month. Each Unit Member may elect to have his/her annual pay prorated into either eleven (11) or twelve (12) equal payments.

20.8 Payroll Errors

Any payroll errors resulting in insufficient payment shall be corrected upon request and a supplemental check issued within five (5) work days. If an overpayment is made to a Unit Member, the overpayment shall be deducted from the next paycheck or a repayment schedule not to exceed six (6) months may be established by mutual agreement.

20.9 Tax Shelter Annuities

Unit Members may participate in the tax shelter annuity of their choice with a District provided payroll deduction for such purpose. The amount of any payroll deduction may be changed only two times per year for each Unit Member, except on administrative approval.

20.10 Salary Warrants

Unit Members shall be permitted to receive salary warrants in one of the following ways to be determined at the first of the school year: mailed to home or picked up at the District Office.

20.11 Deduction for Retirement and Social Security

Contributions to P.E.R.S. and O.A.S.D.I. shall be deducted from Unit Member paychecks as required by law.

20.12 Authorized Payroll Deductions

The District shall, upon appropriate written authorization from any Unit Member, deduct and make appropriate remittance for Association dues and fees, insurance premiums, credit union payments, savings bonds, charitable donation, negotiated plans or other plans or programs approved by the District. The Unit Member may revoke, cancel or change any authorization by providing written notice prior to the first of each month for the end of month paycheck. Unit Members shall not make an excessive number of changes in payroll deductions. Changes for TSA's or W-4's are covered in sections 20.8 and 20.12.

20.13 Taxes Withheld

A Unit Member may change the amount of W-4 deductions during the months of September and January, except for unusual circumstances.

Article 21 - PERSONNEL FILES

21.1 There shall be a single personnel file for each unit member placed in a District designated Office.

21.2 Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Material which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the unit member involved.

21.2.1 Information of a derogatory nature, except material excluded in accordance with the preceding paragraph, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon, within ten (10) working days of discovery. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction at a mutually agreed upon time. (Education Code 44031)

21.3 All material placed in a Unit Member's file shall be dated and signed by the person who caused the material to be prepared.

21.3.1 Documents must be signed and dated by (1) the person or persons who draft and/or place material in an employee's personnel file; and (2) signed or initialed by the Superintendent before placing the material in the employee's file.

21.4 Access to a Unit Member's personnel file shall be limited to a "need to know" basis. Appropriate administrators shall have access to the file. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the Unit Member or his/her authorized Association representative.

21.5 Materials in the personnel file shall be made available for inspection by the Unit Member upon request. The District may charge for copies.

21.6 Unit Members shall have the right to inspect and obtain a copy of the materials in their personnel file materials, upon request.

21.7 An Association representative may review the Unit Member's file with written authorization from the Unit Member or may accompany the member in his/her review of the file. Derogatory materials in excess of two (2) years age shall be marked "STALE," and may not be used as a cause for any disciplinary action against the Unit Member. 56

21.8 Any grievance regarding this Article shall be filed at the Superintendent's level of the grievance process.

21.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s).

21.10 Derogatory documents which are not contained in the Unit Member's file shall not be used for evaluation or disciplinary purposes.

Article 22 - PUBLIC CHARGES

22.1 Complaints concerning Unit Members shall be made, when appropriate, directly by the complainant to the person whom the complaint is lodged.

22.2 If the complaint has not been resolved, the complainant shall arrange to meet with the immediate supervisor to discuss the complaint. The Unit Member shall be informed of the complaint and provided an opportunity to informally respond.

22.3 If the complaint is not resolved, the complainant is requested to put the complaint into writing and to direct it to the Superintendent. The complaint must be filed within thirty (30) days from knowledge of the event giving rise to the complaint. The complaint must be filed on a District complaint form which is available at the School District Office. The completed and signed complaint form shall be presented to the Superintendent.

22.4 Failure of the complainant to put the complaint into written form will be considered by the District as a dropping of the complaint.

22.5 Upon receipt of the completed and signed complaint form, the Superintendent shall notify the affected Unit Member(s) in writing and provide the Unit Member(s) with a copy of the complaint. The Superintendent shall investigate, review, and respond to all parties within thirty (30) days of receipt of the complaint. The Superintendent's decision shall be final.

22.6 Thereafter, in the event the District determines to take adverse action against the Unit Member, such action shall be taken in accordance with the discipline policy.

Article 23 - UNIT MEMBER RIGHTS

23.1 Right to Organize and Participate

Unit Members shall have the right to organize, join and assist the Association, to participate in negotiations with the District through representatives of their own choosing, and to engage in other activities individually or collectively for the purpose of establishing, maintaining, protecting or improving conditions of service and the quality of their work environment.

23.2 Statutory and Constitutional Rights

Nothing contained herein shall be construed to deny any Unit Member his/her rights under the California Education Code or under other applicable state and federal law or Constitution.

23.3 Loss/Destruction of Personal Property

The District shall file a claim with its insurance provider on behalf of a Unit Member for any loss or destruction of personal property which has been approved by the Superintendent or designee for use at work, provided that such loss occurred in the course and scope of the Unit Member's employment with the District.

23.4 Representation

Unit Members shall be entitled to representation by the Association on those matters of employer/employee relations as established by PERB precedent.

23.5 School Attendance by Children of Unit Members

The District may approve an interdistrict attendance agreement request filed on behalf of a child of a Unit Member as long as the student does not impact the current educational programs staffing levels.

Article 24 - HOLIDAYS

24.1 Eligibility

All Unit Members shall be entitled to the paid holidays listed below provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holidays.

24.2 Scheduled Holidays

The District agrees to provide all Unit Members with the following paid holidays as set forth on the school year calendar.

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Memorial Day
- *Juneteenth* commencing June 19, 2022 (12-month employees only)
- Independence Day (12-month employees only)
- Labor Day
- *Admission Day (to be observed the day after Thanksgiving)
- Veterans' Day
- Day Before Thanksgiving (12-month employees only)
- Thanksgiving Day
- *Day After Thanksgiving Day (in lieu of Admission Day for 12-month employees only)
- Christmas Eve
- Christmas Day

24.3 Additional Holidays

Based on eligibility stated in Article 24.1, all days declared by the President, Governor of this state or Governing Board to be days of public feast, mourning, Thanksgiving or holidays applicable to public school employees shall be considered paid holidays.

24.4 Recess Period Holidays

24.4.1 School recess during the Christmas and Easter periods shall not be considered paid holidays for Unit Members except for Christmas Eve/Day and New Year's Eve/Day as provided in section 24.4.2.

24.4.2 Regular employees of the District who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two (2) holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

24.5 Weekend 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.

24.6 Holiday Pay

When a Unit Member is required to work on any of the paid holidays, he/she shall be paid compensation or given compensating time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half (1-1/2) his her regular rate of pay. The total pay rate for one day is therefore 2.5 times the regular pay, calculated as 8 hours at regular pay for the holiday, plus 8 hours (or actual time worked) for the workday at an additional 1.5 times regular pay.

Article 25 - NO SUBCONTRACTING

25.1 Work Preservation

The District shall not subcontract work or transfer work outside the bargaining unit unless such action is undertaken consistent with PERB precedent. Current PERB precedent is:

25.1.1 Transfer of Work

District may not transfer work out of the bargaining unit except where Unit Members and non-unit persons have traditionally performed overlapping duties. In such a case, a transfer of work may not result in Unit Members ceasing to perform the work altogether.

25.1.2 Subcontracting

The District may not subcontract bargaining unit work for the purpose of reducing labor costs.

25.2 Modification

Any change in PERB precedent regarding transfer of work or subcontracting shall be incorporated by implication to modify this section.

25.3 Grievance

In the event the Association alleges a violation of this article has taken place any grievance filed shall be filed at Step 2 of the Grievance Procedure

25.4 Shared Transportation Services with Sonora Union High School District (SUHSD)

Effective January 1, 2025, the District is authorized to contract out student transportation services as part of the shared services agreement with Sonora Union High School District.

A probationary or permanent bargaining unit member by the District contracting out student transportation services shall be provided an offer of employment pursuant to the terms in the attached shared services agreement. A bargaining unit member accepting employment with Sonora Union High School District constitutes an irrevocable resignation from the District.

A bargaining unit member that is impacted but that does not accept employment with the Sonora Union High School District shall be afforded displacement (bumping) rights and/or reclassification in accordance with Article 14, Reduction in Force/Layoff/lack of Work/Lack of Funds and Article 27 Classification/Reclassification.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SONORA UNION HIGH SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS SONORA
UNION CHAPTER #774**

RE: Impacts and Effects Bargaining - Transportation Shared Services Implementation

Proposal Summary:

The Sonora Union High School District (SUHSD) proposes revisions to the CSEA salary schedule and seniority recognition for employees within the SUHSD Transportation Department and new employees from participating districts (Jamestown School District and Curtis Creek School District), contingent upon the individual completion and ratification of shared transportation services agreements between CSEA, SUHSD and participating districts (Jamestown School District and Curtis Creek School District).

District Proposal

1. Salary Scale Adjustment:

- Any employee in the within the SUHSD Transportation Department whose classification is impacted by the shared services agreements shall be adjusted no less than four ranges higher on the 2024-2025 CSEA Salary Schedule due to the district's proposed shared transportation services agreement. [See Attached Appendix A – Salary Schedule].
- Current SUHSD transportation employees shall maintain their current step placement on the CSEA salary schedule and shall continue receive annual step increases and have their seniority adhered to as outlined in the collective bargaining agreement between SUHSD and CSEA and its Sonora Union Chapter #774.
- Employment compensation offers accepted by employees of participating districts (Jamestown School District and Curtis Creek School District) from SUHSD shall include eligible longevity payments, uniform/shoe/safety reimbursements, and the difference of SUHSD and their current districts annual health and welfare contribution included into their new hourly rate with SUHSD.
- *(Example: H&W difference between SUHSD and Curtis Creek \$760.00, \$3,000.00 Longevity + \$500.00 shoe reimbursement = \$4,260.00 / 215 days = \$19.81 per day / 8 hours = \$2.48 additional per hour).*

2. Employment Offers:

- Upon the completion of individual bargaining unit negotiations and successful ratification by Sonora Union #774, Curtis Creek #276 and Jamestown #742 and their respective Boards of Education, SUHSD shall extend offers of employment to all permanent and probationary employees impacted by the shared transportation services agreement from the participating districts. A copy of all offers shall be provided to the CSEA Chapter #774 President and the CSEA Labor Relations Representative.

3. Seniority Recognition:

- Employees from participating districts (Jamestown School District, Curtis Creek School District,) who are impacted by the shared transportation services agreement and accept an employment offer and begin employment with SUHSD shall be granted seniority year for year (with verification) from their previous district and shall be integrated in with current and existing SUHSD employees.
- Employees shall be permitted to transfer all accrued sick leave in accordance with Education Code 45202. Additionally, employees accepting employment offers from SUHSD shall be granted the option to transfer any accrued vacation, or compensatory time to SUHSD in lieu of being paid out from their previous district.

4. Probationary Period

- Upon verification, any employee from participating districts (Jamestown School District, Curtis Creek School District) accepting an employment offer from SUHSD who has successfully completed the probationary period of six (6) months or one hundred-thirty (130) days in accordance with Education Code 45113 shall be considered permanent and shall not be subject to a new probationary period as outlined in Article 13 of the collective bargaining agreement between the SUHSD and CSEA and its Chapter #774.
- Upon Verification any employee from participating districts (Jamestown School District, Curtis Creek School District) accepting an employment offer who has not yet completed a probationary period of six (6) months or one hundred-thirty (130) days in accordance with Education Code 45113 shall receive credit toward the completion of probation for each day in paid status from their previous district and shall not be subject to a new probationary period.

5. Legal/Juneteenth Settlement Entitlement

- SUHSD agrees any employee from participating districts (Jamestown School District, Curtis Creek School District) who is accepting an employment offer from SUHSD and who were in paid status with their work year calendars or worked during extended school year or summer session during the school years 2020/2021 & 2021/2022 shall be granted two floating holidays that shall be used within one year of the acceptance of employment with SUHSD. Unit members shall provide a minimum notice of ten (10) days in advance to their supervisor of the date they wish to use their floating holiday.

6. Salary Placement:

- All employees, as identified above will be placed on the 2024-25 Salary Schedule based on the adjusted ranges outline in this proposal.
- Bus drivers from participating districts (Jamestown School District, Curtis Creek School District) who accept the offer and begin employment SUHSD within three months of the offer of employment from SUHSD will be granted placement on the salary schedule that will be equal or exceed the hourly rate at which they were to be paid for the 2024-2025 fiscal year at the participating district (Jamestown School District and Curtis Creek School District). SUHSD agrees that it shall make any necessary additions to the CSEA salary schedule to ensure employees accepting employment offers will be equal or exceed the hourly rate at which they were to be paid for the 2024-2025 fiscal year from their previous school district (Jamestown School District and Curtis Creek School District). **Note: This shall include any salary increase agreed to for Jamestown School District and Curtis Creek School District during their 2024/2025 negotiations.*

7. Work Year:

- The contracted year for transportation employees shall be increased by three (3) days to one hundred eighty-three (183) days to account for training days and/or needs of participating districts.
- SUHSD agrees that it shall continue to honor any work year calendars from participating districts (Jamestown School District, Curtis Creek School District) in excess of one hundred eighty-three (183) days.
- SUHSD agrees that any employee from a participating district (Jamestown School District, Curtis Creek School District) who works in any classification in addition to a transportation classification, shall be offered employment with SUHSD within the transportation department equivalent to the total number of hours worked per day at their previous district.

- *Example: An employee who works as four (4) hour custodian and a (4) hour bus driver, working a total of eight (8) hours per day shall be offered an eight (8) hour position within the SUHSD transportation department.*
- SUHSD agrees that no current SUHSD transportation employees or employees accepting an employment offer shall suffer any reduction in work days or hours.

8. Contingency:

- This agreement is contingent upon the completion and successful ratification of all individual shared transportation services agreements between CSEA and SUHSD and CSEA and the participating districts (Jamestown School District, Curtis Creek School District). If the shared transportation services agreement is not completed with each of the participating districts by December 1, 2024, any agreement between SUHSD and CSEA shall be void. The district and CSEA Chapter #774, may re-visit and discuss whether there is a need and/or interest in shared transportation services.

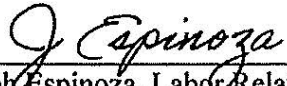
Signatures

Ed Pelfrey, Superintendent
Sonora Union High School District

Date

Elizabeth Shilue, President
CSEA Chapter #774

Date



Joseph Espinoza, Labor Relations Representative
CSEA

8/15/2024

Date

Appendix A

SONORA UNION HIGH SCHOOL DISTRICT 2024-25 Classified (CSEA) Salary Schedule 0.00% COLA

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15	STEP 17	STEP 19	STEP 21	STEP 23	STEP 25	STEP 27	STEP 29
7	Food Service Worker	\$ 17.28	\$ 18.14	\$ 19.03	\$ 19.99	\$ 20.98	\$ 21.29	\$ 21.61	\$ 21.93	\$ 22.26	\$ 22.59	\$ 22.93	\$ 23.27	\$ 23.62	\$ 23.97	\$ 24.33	\$ 24.68	\$ 25.05
8		\$ 17.70	\$ 18.59	\$ 19.51	\$ 20.50	\$ 21.52	\$ 21.84	\$ 22.17	\$ 22.50	\$ 22.84	\$ 23.18	\$ 23.53	\$ 23.88	\$ 24.24	\$ 24.61	\$ 24.98	\$ 25.35	\$ 25.73
9		\$ 18.16	\$ 19.06	\$ 20.01	\$ 21.02	\$ 22.07	\$ 22.40	\$ 22.74	\$ 23.08	\$ 23.43	\$ 23.78	\$ 24.14	\$ 24.50	\$ 24.87	\$ 25.24	\$ 25.62	\$ 26.00	\$ 26.39
10	Office Specialist	\$ 18.60	\$ 19.54	\$ 20.51	\$ 21.53	\$ 22.61	\$ 22.95	\$ 23.29	\$ 23.64	\$ 23.99	\$ 24.35	\$ 24.72	\$ 25.09	\$ 25.47	\$ 25.85	\$ 26.24	\$ 26.63	\$ 27.03
11	Campus Supervisor	\$ 19.06	\$ 20.02	\$ 21.04	\$ 22.07	\$ 23.18	\$ 23.53	\$ 23.88	\$ 24.24	\$ 24.60	\$ 24.97	\$ 25.34	\$ 25.72	\$ 26.11	\$ 26.50	\$ 26.90	\$ 27.30	\$ 27.71
11DIFF	Custodian	\$ 19.41	\$ 20.37	\$ 21.39	\$ 22.42	\$ 23.53	\$ 23.88	\$ 24.23	\$ 24.59	\$ 24.95	\$ 25.32	\$ 25.69	\$ 26.07	\$ 26.46	\$ 26.85	\$ 27.25	\$ 27.65	\$ 28.06
12	Article 8.8 Differential = \$0.35 / hr Maintenance/Operations Secretary BI-Ungual Paraprofessional - NCLB HQ Instructional Paraprofessional - NCLB HQ Senior Office Specialist	\$ 19.56	\$ 20.53	\$ 21.55	\$ 22.63	\$ 23.77	\$ 24.13	\$ 24.49	\$ 24.85	\$ 25.23	\$ 25.61	\$ 25.99	\$ 26.38	\$ 26.78	\$ 27.18	\$ 27.58	\$ 28.00	\$ 28.42
12DIFF	Same Positions as Range 12	\$ 19.91	\$ 20.88	\$ 21.90	\$ 22.98	\$ 24.12	\$ 24.48	\$ 24.84	\$ 25.20	\$ 25.58	\$ 25.96	\$ 26.34	\$ 26.73	\$ 27.13	\$ 27.53	\$ 27.93	\$ 28.35	\$ 28.77
13	Article 8.8 Differential = \$0.35 / hr	\$ 20.05	\$ 21.05	\$ 22.09	\$ 23.20	\$ 24.35	\$ 24.71	\$ 25.08	\$ 25.46	\$ 25.84	\$ 26.23	\$ 26.62	\$ 27.02	\$ 27.43	\$ 27.84	\$ 28.25	\$ 28.68	\$ 29.11
14	Library Media Center Technician	\$ 20.54	\$ 21.57	\$ 22.65	\$ 23.78	\$ 24.96	\$ 25.33	\$ 25.71	\$ 26.10	\$ 26.49	\$ 26.89	\$ 27.29	\$ 27.70	\$ 28.12	\$ 28.54	\$ 28.96	\$ 29.40	\$ 29.84
15	Career/Guidance Technician Attendance Technician	\$ 21.07	\$ 22.11	\$ 23.22	\$ 24.37	\$ 25.59	\$ 25.97	\$ 26.36	\$ 26.76	\$ 27.16	\$ 27.56	\$ 27.98	\$ 28.40	\$ 28.82	\$ 29.26	\$ 29.69	\$ 30.14	\$ 30.59
16	Paraprofessional II Youth Advocate	\$ 21.60	\$ 22.68	\$ 23.81	\$ 24.98	\$ 26.24	\$ 26.64	\$ 27.04	\$ 27.44	\$ 27.85	\$ 28.27	\$ 28.69	\$ 29.12	\$ 29.56	\$ 30.00	\$ 30.46	\$ 30.91	\$ 31.38
17	Lead Custodian	\$ 22.12	\$ 23.24	\$ 24.40	\$ 25.64	\$ 26.91	\$ 27.31	\$ 27.72	\$ 28.14	\$ 28.56	\$ 28.99	\$ 29.42	\$ 29.86	\$ 30.31	\$ 30.76	\$ 31.22	\$ 31.69	\$ 32.17
17DIFF	Registrar School Bus Driver Shuttle/Fleet Maintenance Special Education School Bus Driver High School Bookkeeper Lead Custodian	\$ 22.47	\$ 23.59	\$ 24.75	\$ 25.99	\$ 27.26	\$ 27.66	\$ 28.07	\$ 28.49	\$ 28.91	\$ 29.34	\$ 29.77	\$ 30.21	\$ 30.66	\$ 31.11	\$ 31.57	\$ 32.04	\$ 32.52
18	School Bus Driver Special Education School Bus Driver	\$ 22.69	\$ 23.82	\$ 25.01	\$ 26.27	\$ 27.59	\$ 28.00	\$ 28.42	\$ 28.85	\$ 29.28	\$ 29.72	\$ 30.17	\$ 30.62	\$ 31.08	\$ 31.54	\$ 32.02	\$ 32.50	\$ 32.98
19		\$ 23.26	\$ 24.43	\$ 25.66	\$ 26.93	\$ 28.27	\$ 28.70	\$ 29.13	\$ 29.56	\$ 30.01	\$ 30.46	\$ 30.91	\$ 31.38	\$ 31.85	\$ 32.33	\$ 32.81	\$ 33.30	\$ 33.80
20	Fleet Mechanic I Skilled Tradesworker I	\$ 23.84	\$ 25.04	\$ 26.29	\$ 27.61	\$ 28.99	\$ 29.42	\$ 29.86	\$ 30.31	\$ 30.76	\$ 31.22	\$ 31.69	\$ 32.17	\$ 32.65	\$ 33.14	\$ 33.64	\$ 34.14	\$ 34.65

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15	STEP 17	STEP 19	STEP 21	STEP 23	STEP 25	STEP 27	STEP 29
21	Registered Behavior Technician (RBT)	\$ 24.45	\$25.68	\$26.96	\$28.32	\$29.72	\$30.17	\$30.62	\$31.08	\$31.55	\$32.02	\$32.50	\$32.99	\$33.48	\$33.99	\$34.50	\$35.01	\$35.54
22	Alternative Education Secretary	\$ 25.06	\$26.32	\$27.64	\$29.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.81	\$33.30	\$33.80	\$34.31	\$34.82	\$35.34	\$35.87	\$36.41
23	Fleet Mechanic II Maint. Technician/Technology Sch Bus Driver Instructor Skilled Tradesworker II	\$ 25.70	\$26.98	\$28.34	\$29.75	\$31.23	\$31.70	\$32.18	\$32.66	\$33.15	\$33.65	\$34.15	\$34.66	\$35.18	\$35.71	\$36.25	\$36.79	\$37.34
24	Comprehensive HS Prin Secty	\$ 26.35	\$27.66	\$29.05	\$30.49	\$32.03	\$32.51	\$33.00	\$33.50	\$34.00	\$34.51	\$35.03	\$35.56	\$36.09	\$36.63	\$37.18	\$37.74	\$38.31
25	Lead Transportation Coordinator	\$ 27.00	\$28.36	\$29.78	\$31.27	\$32.83	\$33.32	\$33.82	\$34.33	\$34.84	\$35.37	\$35.90	\$36.43	\$36.98	\$37.54	\$38.10	\$38.67	\$39.25
26		\$ 27.68	\$29.07	\$30.53	\$32.05	\$33.64	\$34.15	\$34.66	\$35.18	\$35.71	\$36.24	\$36.79	\$37.34	\$37.90	\$38.47	\$39.05	\$39.63	\$40.23
27		\$ 28.38	\$29.80	\$31.30	\$32.85	\$34.49	\$35.00	\$35.52	\$36.06	\$36.60	\$37.15	\$37.70	\$38.27	\$38.84	\$39.43	\$40.02	\$40.62	\$41.23
28		\$ 29.10	\$30.55	\$32.08	\$33.68	\$35.35	\$35.88	\$36.42	\$36.96	\$37.52	\$38.08	\$38.65	\$39.23	\$39.82	\$40.42	\$41.02	\$41.64	\$42.26
29		\$ 29.84	\$31.32	\$32.88	\$34.53	\$36.26	\$36.80	\$37.35	\$37.91	\$38.48	\$39.06	\$39.65	\$40.24	\$40.84	\$41.46	\$42.08	\$42.71	\$43.35
30		\$ 30.58	\$32.10	\$33.72	\$35.40	\$37.17	\$37.73	\$38.29	\$38.87	\$39.45	\$40.04	\$40.64	\$41.25	\$41.87	\$42.50	\$43.14	\$43.79	\$44.44
31		\$ 31.34	\$32.91	\$34.55	\$36.29	\$38.11	\$38.69	\$39.27	\$39.85	\$40.45	\$41.06	\$41.68	\$42.30	\$42.94	\$43.58	\$44.23	\$44.90	\$45.57
32		\$ 32.14	\$33.74	\$35.44	\$37.20	\$39.06	\$39.65	\$40.24	\$40.85	\$41.46	\$42.08	\$42.71	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71
33	Transportation Shop Foreman	\$ 32.94	\$34.58	\$36.31	\$38.14	\$40.04	\$40.64	\$41.25	\$41.85	\$42.50	\$43.14	\$43.79	\$44.45	\$45.12	\$45.80	\$46.49	\$47.19	\$47.90
34		\$ 33.77	\$35.47	\$37.23	\$39.10	\$41.05	\$41.67	\$42.29	\$42.93	\$43.57	\$44.23	\$44.89	\$45.56	\$46.25	\$46.94	\$47.64	\$48.36	\$49.08
35		\$ 34.61	\$36.34	\$38.17	\$40.08	\$42.08	\$42.72	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71	\$47.41	\$48.12	\$48.84	\$49.57	\$50.32
Standby Time: As outlined in Article 10 at \$5 an hour for when a school bus trip is out after 5:00 p.m. or on a Saturday																		
Professional Growth: As outlined in Article 9 Professional Growth \$50.00																		
5% Between Steps 2 x 1.25% Between WHOLE Ranges																		
1.5% Between Steps 6-29																		
Annual Salary based on 2,080 hours (52 weeks x 40 hours)																		
Effective Date: July 1, 2024																		
Board Approved: June 24, 2024																		

Historical Notes:

- 3.25% negotiated raise (2013/14)
- 2% negotiated raise (2014/15)
- 3% negotiated raise (2015/16)
- One time payment of \$50,000 and restore all reductions and furloughs (2017/18)
- 3% On-Salary and 2% one-time payment (2019/20 and 2020/21)
- 1% On-Salary and 1% on Benefits and Food Service Workers to Page 7 (2020/21)
- 3% negotiated raise (2021/22)
- 4.5% negotiated raise (2022/23)
- 5.5% Negotiated raise (2023/24)

SONORA UNION HIGH SCHOOL DISTRICT
2024-25 Classified (CSEA) Salary Schedule
0.00% COLA

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15	STEP 17	STEP 19	STEP 21	STEP 23	STEP 25	STEP 27	STEP 29
10	Food Service Worker Office Specialist	\$ 18.60	\$19.54	\$20.51	\$21.53	\$22.61	\$22.95	\$23.29	\$23.64	\$23.99	\$24.35	\$24.72	\$25.09	\$25.47	\$25.85	\$26.24	\$26.63	\$27.03
11	Campus Supervisor Custodian	\$ 19.06	\$20.02	\$21.04	\$22.07	\$23.18	\$23.53	\$23.88	\$24.24	\$24.60	\$24.97	\$25.34	\$25.72	\$26.11	\$26.50	\$26.90	\$27.30	\$27.71
11DIFF	Same Positions as Range 11	\$ 19.41	\$20.37	\$21.39	\$22.42	\$23.53	\$23.88	\$24.23	\$24.59	\$24.95	\$25.32	\$25.69	\$26.07	\$26.46	\$26.85	\$27.25	\$27.65	\$28.06
12	Article 8.8 Differential = \$0.35 / hr Maintenance/Operations Secretary Maintenance/Operations Wkr Bi-Lingual Paraprofessional - NCLB HQ Instructional Paraprofessional - NCLB HQ Senior Office Specialist	\$ 19.56	\$20.53	\$21.55	\$22.63	\$23.77	\$24.13	\$24.49	\$24.85	\$25.23	\$25.61	\$25.99	\$26.38	\$26.78	\$27.18	\$27.58	\$28.00	\$28.42
12DIFF	Same Positions as Range 12	\$ 19.91	\$20.88	\$21.90	\$22.98	\$24.12	\$24.48	\$24.84	\$25.20	\$25.58	\$25.96	\$26.34	\$26.73	\$27.13	\$27.53	\$27.93	\$28.35	\$28.77
13	Article 8.8 Differential = \$0.35 / hr	\$ 20.05	\$21.05	\$22.09	\$23.20	\$24.35	\$24.71	\$25.08	\$25.46	\$25.84	\$26.23	\$26.62	\$27.02	\$27.43	\$27.84	\$28.25	\$28.68	\$29.11
14	Library Media Center Technician Career/Guidance Technician Attendance Technician	\$ 20.54	\$21.57	\$22.65	\$23.78	\$24.96	\$25.33	\$25.71	\$26.10	\$26.49	\$26.89	\$27.29	\$27.70	\$28.12	\$28.54	\$28.96	\$29.40	\$29.84
15		\$ 21.07	\$22.11	\$23.22	\$24.37	\$25.59	\$25.97	\$26.36	\$26.76	\$27.16	\$27.56	\$27.98	\$28.40	\$28.82	\$29.26	\$29.69	\$30.14	\$30.59
16	Paraprofessional II Youth Advocate	\$ 21.60	\$22.68	\$23.81	\$24.99	\$26.24	\$26.64	\$27.04	\$27.44	\$27.85	\$28.27	\$28.69	\$29.12	\$29.56	\$30.00	\$30.46	\$30.91	\$31.38
17	Lead Custodian Registrar School Bus Driver Shuttle/Fleet Maintenance Special Education-School Bus Driver High School Bookkeeper	\$ 22.12	\$23.24	\$24.40	\$25.64	\$26.91	\$27.31	\$27.72	\$28.14	\$28.56	\$28.99	\$29.42	\$29.86	\$30.31	\$30.76	\$31.22	\$31.69	\$32.17
17DIFF	Lead Custodian	\$ 22.47	\$23.59	\$24.75	\$25.99	\$27.26	\$27.66	\$28.07	\$28.49	\$28.91	\$29.34	\$29.77	\$30.21	\$30.66	\$31.11	\$31.57	\$32.04	\$32.52
18	School Bus Driver Special Education-School Bus Driver	\$ 22.69	\$23.82	\$25.01	\$26.27	\$27.59	\$28.00	\$28.42	\$28.85	\$29.28	\$29.72	\$30.17	\$30.62	\$31.08	\$31.54	\$32.02	\$32.50	\$32.98
19		\$ 23.26	\$24.43	\$25.66	\$26.93	\$28.27	\$28.70	\$29.13	\$29.56	\$30.01	\$30.46	\$30.91	\$31.38	\$31.85	\$32.33	\$32.81	\$33.30	\$33.80
20	Fleet Mechanic	\$ 23.84	\$25.04	\$26.29	\$27.61	\$28.99	\$29.42	\$29.86	\$30.31	\$30.76	\$31.22	\$31.69	\$32.17	\$32.65	\$33.14	\$33.64	\$34.14	\$34.65
21	Skilled Tradesworker I Registered Behavior Technician (RBT) School Bus Driver Shuttle/Fleet Maintenance Special Education School Bus Driver	\$ 24.45	\$25.68	\$26.96	\$28.32	\$29.72	\$30.17	\$30.62	\$31.08	\$31.55	\$32.02	\$32.50	\$32.99	\$33.48	\$33.99	\$34.50	\$35.01	\$35.54

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 7	STEP 9	STEP 11	STEP 13	STEP 15	STEP 17	STEP 19	STEP 21	STEP 23	STEP 25	STEP 27	STEP 29
21DIFF	School Bus Driver Shuttle/Fleet Maintenance Special Education School Bus Driver Article 8.8 Differential = \$0.35 / hr	\$ 24.80	\$26.03	\$27.31	\$28.67	\$30.07	\$30.52	\$30.97	\$31.43	\$31.90	\$32.37	\$32.85	\$33.34	\$33.83	\$34.35	\$34.85	\$35.36	\$35.89
22	Alternative Education Secretary	\$ 25.06	\$26.32	\$27.64	\$29.01	\$30.46	\$30.92	\$31.38	\$31.85	\$32.33	\$32.81	\$33.30	\$33.80	\$34.31	\$34.82	\$35.34	\$35.87	\$36.41
23	Fleet-Mechanic-# Maint Technician/Technology Sch-Bus-Driver-Instructor	\$ 25.70	\$26.98	\$28.34	\$29.75	\$31.23	\$31.70	\$32.18	\$32.66	\$33.15	\$33.65	\$34.15	\$34.66	\$35.18	\$35.71	\$36.25	\$36.79	\$37.34
24	Skilled Tradesworker II Fleet Mechanic I	\$ 26.35	\$27.66	\$29.05	\$30.49	\$32.03	\$32.51	\$33.00	\$33.50	\$34.00	\$34.51	\$35.03	\$35.56	\$36.09	\$36.63	\$37.18	\$37.74	\$38.31
25	Lead-Transportation-Coordinator	\$ 27.00	\$28.36	\$29.78	\$31.27	\$32.83	\$33.32	\$33.82	\$34.33	\$34.84	\$35.37	\$35.90	\$36.43	\$36.98	\$37.54	\$38.10	\$38.67	\$39.25
26		\$ 27.68	\$29.07	\$30.53	\$32.05	\$33.64	\$34.15	\$34.66	\$35.18	\$35.71	\$36.24	\$36.79	\$37.34	\$37.90	\$38.47	\$39.05	\$39.63	\$40.23
27	Fleet Mechanic II Sch Bus Driver Instructor	\$ 28.38	\$29.80	\$31.30	\$32.85	\$34.49	\$35.00	\$35.52	\$36.06	\$36.60	\$37.15	\$37.70	\$38.27	\$38.84	\$39.43	\$40.02	\$40.62	\$41.23
28	Lead Transportation Coordinator	\$ 29.10	\$30.55	\$32.08	\$33.68	\$35.35	\$35.88	\$36.42	\$36.96	\$37.52	\$38.08	\$38.65	\$39.23	\$39.82	\$40.42	\$41.02	\$41.64	\$42.26
29		\$ 29.84	\$31.32	\$32.88	\$34.53	\$36.26	\$36.80	\$37.35	\$37.91	\$38.48	\$39.06	\$39.65	\$40.24	\$40.84	\$41.46	\$42.08	\$42.71	\$43.35
30		\$ 30.58	\$32.10	\$33.72	\$35.40	\$37.17	\$37.73	\$38.29	\$38.87	\$39.45	\$40.04	\$40.64	\$41.25	\$41.87	\$42.50	\$43.14	\$43.79	\$44.44
31		\$ 31.34	\$32.91	\$34.55	\$36.29	\$38.11	\$38.69	\$39.27	\$39.85	\$40.45	\$41.06	\$41.68	\$42.30	\$42.94	\$43.58	\$44.23	\$44.90	\$45.57
32		\$ 32.14	\$33.74	\$35.44	\$37.20	\$39.06	\$39.65	\$40.24	\$40.85	\$41.46	\$42.08	\$42.71	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71
33	Transportation-Shop-Foreman	\$ 32.94	\$34.58	\$36.31	\$38.14	\$40.04	\$40.64	\$41.25	\$41.85	\$42.50	\$43.14	\$43.79	\$44.45	\$45.12	\$45.80	\$46.49	\$47.19	\$47.90
34		\$ 33.77	\$35.47	\$37.23	\$39.10	\$41.05	\$41.67	\$42.29	\$42.93	\$43.57	\$44.23	\$44.89	\$45.56	\$46.25	\$46.94	\$47.64	\$48.36	\$49.08
35		\$ 34.61	\$36.34	\$38.17	\$40.08	\$42.08	\$42.72	\$43.36	\$44.01	\$44.67	\$45.34	\$46.02	\$46.71	\$47.41	\$48.12	\$48.84	\$49.57	\$50.32
36		\$ 35.48	\$37.25	\$39.12	\$41.08	\$43.13	\$43.78	\$44.43	\$45.10	\$45.78	\$46.46	\$47.16	\$47.87	\$48.59	\$49.32	\$50.06	\$50.81	\$51.57
37	Transportation Shop Foreman	\$ 36.36	\$38.18	\$40.09	\$42.10	\$44.20	\$44.87	\$45.54	\$46.22	\$46.92	\$47.62	\$48.33	\$49.06	\$49.80	\$50.54	\$51.30	\$52.07	\$52.85

Standby Time: As outlined in Article 10 at \$5 an hour for when a school bus trip is out after 5:00 p.m. or on a Saturday

Professional Growth: As outlined in Article 9 Professional Growth \$50.00

5% Between Steps 2 x 1.25% Between WHOLE Ranges

1.5% Between Steps 6-29

Annual Salary based on 2,080 hours (52 weeks x 40 hours)

Effective Date: July 1, 2024

Board Approved: June 24, 2024

Revised: August 19, 2024

Revised: Pending Board Approval

Historical Notes:

3.25% negotiated raise (2013/14)
2% negotiated raise (2014/15)
3% negotiated raise (2015/16)
One time payment of \$50,000 and restore all reductions and furloughs (2017/18)
3% On-salary and 2% one-time payment (2019/20 and 2020/21)
1% On-Salary and 1% on Benefits and Food Service Workers to Rage 7 (2020/21)
3% negotiated raise (2021/22)
4.5% negotiated raise (2022/23)
5.5% negotiated raise (2023/24)
0% negotiated; Food Service Workers from Step 7 to Step 10 (2024/25)
4 Range Increase for Transportation Workers (2024/25)

Article 26 - PROFESSIONAL GROWTH PROGRAM

26.1 Purpose

The purpose of a Professional Growth Program is to improve the standard of the classified service and open professional advancement opportunities in District employment for Unit Members.

26.2 Eligibility

Eligibility for participation in the Professional Growth Program is open to all Unit Members.

26.3 District Reimbursement

26.3.1 The subject matter of course work need not be related to the Unit Member's current job classification(s) and title(s) but must be specific to school business and/or teaching.

26.3.2 College-level course work must be taken at a Community College or institution of higher learning accredited by the State of California, or in the alternative any other institution approved by the District and the Association.

26.3.3 The District will reimburse a Unit Member up to the cost of registration and tuition for each course taken provided funds are available and in the manner hereinafter specified. Courses must be pre-approved by the district for reimbursement.

26.4 Required Procedures

26.4.1 To enter the program, a Unit Member shall file an "Intent to Participate in the Professional Growth Program" with the District prior to or at the time of enrollment in a class or classes and have it approved by administration.

26.4.2 The Professional Growth stipend will be paid annually, to eligible Unit Members, in one (1) lump sum in July of each year.

26.4.3 To receive reimbursement of fees the Unit Member shall present a grade card or other acceptable form of proof which indicates the number of units attempted and a grade of "C" or higher; in the event the class is marked only "Pass" or "Fail" the Unit Member must have received a "Pass."

Article 27 - CLASSIFICATION/RECLASSIFICATION

27.1 Placement in Class

Every bargaining unit position shall be placed in a class.

27.2 Position Descriptions

For each classification, position descriptions will be developed. Such descriptions shall be developed jointly in those cases where the District anticipates creating a new position. The description shall be distributed to each Unit Member when hired.

27.3 Reclassification Study

If the District and Association mutually agree that a reclassification study of one (1) or more classes is necessary, the results of the study will determine the appropriate placement of the classification(s) on the salary schedule.

27.4 Duty to Bargain Effects of Reclassification

When positions are reclassified, the District and Association shall bargain regarding effects including the rights of incumbent employees and new job descriptions. The reclassification shall not be implemented until the parties either reach agreement or exhaust impasse procedures.

Article 28 - DURATION AND EXECUTION

28.1 Both parties agree to extend the dates of the contract to 07/01/24 – 06/30/27.

28.2 This Agreement may be modified only by a mutually executed written amendment.

EXECUTED AND DATED AS OF RATIFICATION

For the Association

For the District

Date: _____

Date: _____

Article 29 - NOTICE

29.1 Service of Notice

Whenever provision is made in this Agreement for the giving, serving, or delivering of any notice, statement, or other instrument, the same shall be deemed to have been duly given, served or delivered, either upon personally delivering or by mailing the same by United States mail or by District mail to the party entitled thereto at the address as set forth below:

District Address: Superintendent

Sonora School District
830 Greenley Road
Sonora, CA 95370

Association Address: President

Sonora Elementary Employees Association
830 Greenley Road
Sonora, CA 95370

29.2 Change of Address

Either party may change the address to which notice shall be given by notice sent in accordance with the provisions of this Article.

Article 30 - DISTRICT RIGHTS

30.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law except as specified in other provisions of this Agreement.

30.2 Included in, but not limited to, those duties and powers are exclusive right to: determine the times and hours of operation including instructional time; determine the kinds and levels of service to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine job descriptions; determine classifications and reclassifications; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work to non-employees or employees outside of the bargaining unit as long as such contracting out does not result in a layoff or is otherwise in conformance with applicable portions of this Agreement; and take any action on any matter in the event of an emergency. The Board has the right to direct the Administration to hire, classify, evaluate, assign, reassign, promote, lay off, terminate. The Board retains the right to determine the impacts and effects of any action taken under this Article or other provisions of this Agreement, except as specified in this Agreement and Education Code.

The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only to the extent such specific and express terms are in conformance with the laws of the State of California.

30.3 This Article shall not be construed as a waiver by the Association of any of its rights contained in this Agreement or in State or Federal Law.

Article 31- NO STRIKE

31.1 For the life of this Agreement, except as set forth in Section 31.2 of this article, the Association agrees that it shall not call, instigate, participate in or condone any strike, work stoppage, slowdown or refusal by Unit Members to perform regular work duties and Unit Members shall not participate in such activities. In the event of a strike, slowdown or refusal by Unit Members to perform regular work duties, the Association will take all necessary steps to cause the employees to cease.

31.2 In the event of an annual reopened negotiations, Section 31.1 is not enforceable after the parties have completed the impasse process as defined by PERB precedent.

31.3 Any employee violating this section may be subject to discipline.

Article 32 - RETIREMENT BENEFIT

Unit members who meet the criteria for retirement benefits listed below may choose either a Cash Retirement Benefit or a Retirement Health Benefit

32.1 Cash Retirement Benefit

32.1.1 Eligibility for the Cash Retirement Benefit

1. The unit member must be 50 years of age or older at the time of retirement.
2. The unit member must have completed at least fifteen (15) years of service with the District at the time of his or her retirement.

32.1.2 Cash Benefit

\$1,500.00 for 15 years of full-time service. \$300.00 for each year of service to the District beyond 15 years.

A unit member who has worked less than an average of 8 hours per day will receive a proportional share of the bonus benefit payment, which is calculated as follows:

$(\text{average hours worked per day} \div 8) \times \text{the amount a full-time employee would receive}$

The average hours worked per day is calculated by computing the sum of assigned hours per day worked each year $\div$ the number of years of service.

Example:

6 years of service at 4 hours per day = 24 hours

3 years of service at 5 hours per day = 15 hours

6 years of service at 6 hours per day = 36 hours

Sum of assigned hours per day worked each year = 75 hours

$75 \text{ hours} \div 15 \text{ years of service} = 5 \text{ hours (average hours worked per day)}$

Examples of benefit payment:

20 years of service: 8 hours per day $[\$1,500 + (5 \times \$300)] = \$3,000.00$

20 years of service: 4 hours per day (average) $\div 8 \times \$3,000 = \$1,500.00$

15 years of service: 5 hours per day (average) $\div 8 \times \$1,500 = \$937.50$

18 years of service: 6 hours per day (average) $\div 8 \times \$2,400 = \$1,800.00$

31.2 Retirement Health Benefit (See Board Policy 4117.12, Appendix D)

31.2.1 Eligibility for the Retirement Health Benefit

32.2.1.1 Employee shall be retired under the California Public Employees' Retirement System (PERS) and be at least 55 years of age.

32.2.1.2 A classified employee must turn 55 years of age during the school year in which he or she elects to accept the retirement benefit by resigning as a district employee and retiring (not just withdrawing) as a member of PERS.

32.2.1.3 A classified employee must have completed at least 20 years of cumulative service with the SSD ("district") by June 30 of the school year in which the employee wishes to resign and retire. An employee earns a year of service by being in a paid status for at least 75 percent of the number of days of instruction for that school year.

32.2.1.4 Board-approved unpaid leaves of absence will not be counted as a break in service for the purpose of this Board policy.

32.2.1.5 Board-approved unpaid leaves of absence will not be counted as part of the 20 years of service if the unpaid leave of absence results in the employee not being in a paid status for at least 75 percent of the number of days of instruction for that school year.

31.2.2 Acceptance of Retirement Benefit

In order to accept this retirement benefit, an eligible certificated employee must do each of the following during the school year in which he or she intends to accept the retirement benefit:

31.2.2(a) Sign an Early Retirement Agreement

31.2.2(b) Submit an irrevocable letter of resignation as a certificated employee of the district to the district Superintendent which becomes effective the last instructional day of that school year

31.2.2(c) Retiree, not just withdraw, as a member of STRS or PERS prior to the first contract work day for certificated staff for the following school year 71

32.2.3 Retirement Health Benefits

32.2.3.1 The district shall provide to retiree and his/her lawful dependents the CAP amount offered during the school year in which the employee resigns and retires for purposes of the retiree purchasing vision, dental and medical

insurance offered to all employees. Even if there is an increase to the CAP offered to current employees, the district shall not increase the CAP amount offered to a retiree.

32.2.3.2 A retiree may not take cash in lieu of the district contributing toward retiree's vision, dental, and medical insurance. A retiree is not entitled to the difference between the CAP and his or her vision, dental, and medical insurance, if any difference exists.

32.2.3.3 A retiree who elects to purchase his or her medical, dental, or optical insurance from a provider other than CVT (or the district's provider) shall bring his or her insurance bill to the district by July 1 of each school year during the period of his or her eligibility for the retirement benefit. The district shall make the payment directly to the insurance provider up to the amount for which the retiree is eligible.

32.2.3.3(a) If the retiree's medical, dental, and optical premium costs exceed the amount of the CAP for which he/she is eligible, the retiree shall be responsible for paying any premium costs above that CAP amount.

32.2.3.3(b) If the retiree's medical, dental, and optical premium costs are less than the CAP, the district shall keep the difference.

32.2.3.4 The amount offered to an eligible retiree will be based as follows:

Age at the end of the school year in which unit member resigns or retires	% of cap <i>based on FTE</i> in effect at the time of retirement	Number of years paid at the fixed amount
55	50%	10
56	55.5%	9
57	62.5%	8
58	71.4%	7
59	83.3%	6
60-64	100%	Each year until age 65

32.2.3.5 In order for the district to remain obligated to make the above-reference contributions for an eligible retiree, the retiree or his or her dependents must make the necessarily monthly co-payments. If the retiree or his or her dependents fail to make the necessary monthly co-payments, the district's obligation to make the above referenced contributions shall cease until the retiree is able to get the insurance coverage reinstated.

32.2.3.6 These benefits will not continue through the end of the month in which the retiree reaches age 65.

32.2.3.7 If the retiree's death occurs before the month in which he or she turns 65, the district shall provide the retirement benefit to his/her spouse, domestic partner, if properly registered, or dependents through the end of the month in which the retiree would have reached 65 years of age. If the spouse, domestic partner, or dependents are not eligible for coverage under the district's plan, the district will reimburse the spouse, domestic partner, or dependents in the same manner as set forth above in the "Benefits" section through the end of the month in which the retiree would have reached age 65 or through the end of the month in which the spouse, domestic partner, or dependents reach age 65, whichever occurs first.

32.2.3.8 Any certificated employee who wishes to participate in this retirement benefit is strongly encouraged to notify the district of that intent prior to March 1 of the school year in which the certificated employee will resign and retire so that appropriate staff planning can occur.

32.2.3.9 This policy may be revoked at any time by the Governing Board for those certificated employees who have not yet retired.

32.2.3.10 If a retiree were to reinstate to active status with STRS or PERS before he/she had exhausted the district's retirement benefit, the retiree would lose eligibility for the retirement benefit until he or she re-retires with STRS or PERS or reaches age 65, whichever occurs first.

32.3 - Required Procedures

Any unit member who elects to participate shall file a written notice of retirement (resignation) with the District Office at least 30 days prior to the effective date of retirement. The resignation shall not be effective until the actual retirement date. Eligible unit members must actually retire from the District to participate in this program.

APPENDIX A

POSITION DESCRIPTIONS

This section will maintain current and active position descriptions that are filled by new hires and unit members and which have been previously agreed to by negotiations between district and the unit. Historical job descriptions may also be stored within this section, but must be marked with the last date it was actively used. Historical descriptions may be reintroduced for use by negotiation between the district and the unit with a provision for additionally updating the salary to current job market specifications prior to creating or advertising for an open position under the job classification title.

APPENDIX B

POSITION EVALUATION REVIEW FORMS

This appendix contains the evaluation form to be utilized by the district administrators and direct supervisors when conducting personnel evaluations of a classified unit member. Each job classification is to have a corresponding evaluation form which is agreed upon by the district and the classified unit via the negotiation.

APPENDIX C

2025-2026 CLASSIFIED SALARY SCHEDULE									
	Duty Aide (180 days)	Paraprofessional (181days)	Spec. Ed. Para., Title I Para. (181 days) Lib. Media Ctlk (180 days)	Food Service (183 days)	Custodian (180 days) or (261 days*)	Utility Worker I (261 days*)	Secretary (195 days) Health Aide (192 days)	Utility Worker II/Grounds (261 days*)	School Information Specialist (195 days)
Pos #	02-01	02-02	02-03	04-01	05-01	05-02	03-01	05-03	03-02
	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
1	\$17.50	\$17.85	\$18.80	\$18.04	\$18.91	\$20.20	\$21.20	\$21.72	\$23.38
2	\$18.03	\$18.39	\$19.36	\$18.58	\$19.47	\$20.81	\$21.83	\$22.37	\$24.08
3	\$18.57	\$18.94	\$19.94	\$19.13	\$20.06	\$21.43	\$22.49	\$23.04	\$24.81
4	\$19.13	\$19.51	\$20.54	\$19.71	\$20.66	\$22.07	\$23.16	\$23.73	\$25.55
5	\$19.70	\$20.10	\$21.16	\$20.30	\$21.28	\$22.73	\$23.86	\$24.44	\$26.32
6	\$20.29	\$20.70	\$21.79	\$20.91	\$21.92	\$23.42	\$24.57	\$25.18	\$27.11
7	\$20.90	\$21.32	\$22.45	\$21.54	\$22.57	\$24.12	\$25.31	\$25.93	\$27.92
8	\$21.53	\$21.96	\$23.12	\$22.18	\$23.25	\$24.84	\$26.07	\$26.71	\$28.76
	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
9	\$21.96	\$22.40	\$23.58	\$22.62	\$23.72	\$25.34	\$26.59	\$27.24	\$29.33
10	\$22.40	\$22.85	\$24.05	\$23.08	\$24.19	\$25.85	\$27.12	\$27.79	\$29.92
11	\$22.85	\$23.30	\$24.54	\$23.54	\$24.67	\$26.36	\$27.67	\$28.34	\$30.52
12	\$23.30	\$23.77	\$25.03	\$24.01	\$25.17	\$26.89	\$28.22	\$28.91	\$31.13
13	\$23.77	\$24.24	\$25.53	\$24.49	\$25.67	\$27.43	\$28.78	\$29.49	\$31.75
14	\$24.24	\$24.73	\$26.04	\$24.98	\$26.18	\$27.98	\$29.36	\$30.08	\$32.39
15	\$24.73	\$25.22	\$26.56	\$25.48	\$26.71	\$28.54	\$29.95	\$30.68	\$33.03
16	\$25.22	\$25.73	\$27.09	\$25.99	\$27.24	\$29.11	\$30.54	\$31.29	\$33.69
17	\$25.73	\$26.24	\$27.63	\$26.51	\$27.79	\$29.69	\$31.16	\$31.92	\$34.37
18	\$26.24	\$26.77	\$28.18	\$27.04	\$28.34	\$30.28	\$31.78	\$32.56	\$35.05
19	\$26.77	\$27.30	\$28.75	\$27.58	\$28.91	\$30.89	\$32.41	\$33.21	\$35.76
20	\$27.30	\$27.85	\$29.32	\$28.13	\$29.49	\$31.51	\$33.06	\$33.87	\$36.47
21	\$27.85	\$28.41	\$29.91	\$28.69	\$30.08	\$32.14	\$33.72	\$34.55	\$37.20
22	\$28.41	\$28.97	\$30.51	\$29.27	\$30.68	\$32.78	\$34.40	\$35.24	\$37.94
23	\$28.97	\$29.55	\$31.12	\$29.85	\$31.29	\$33.44	\$35.09	\$35.95	\$38.70

*If a calendar year only has 260 available working days the units will work 260, if 261 are available staff will work 261

CalPERS considers 1 FTE to be a minimum of 8 hrs/215 days = 1720 hrs over 10 months

11 month employees are paid for 11 holidays, 12 month employees are paid for 15 holidays per SEEA agreement

9/11/2025: added position contracted workdays, removed previous Step 1 & 2, Step 3 became Step 1, removed Bus Driver column due to 24/25 negotiations, added note about holidays and CalPERS FTE standard

Board Approved 10/8/25

APPENDIX D

CLASSIFIED STIPEND PAY SCHEDULE

The Classified Stipend Pay Schedule shall remain in parallel with the certificated stipend pay schedule, SETA Appendix IVb, and may be fulfilled by either classified or certificated staff providing the staff member meets any and all necessary qualifications for the stipend position as noted for each position. In the event that certificated negotiations are completed prior to classified negotiations, and the certificated negotiations include updates to the Stipend Pay Schedule, District must disclose the changes and extend the stipend pay schedule to classified staff.

Substitute Calling - responsible to retrieve messages left on the sub line, call substitutes in an attempt to fill teacher/classified substitutes on a daily basis, notify admin if substitutes of positions where substitutes cannot be filled; notify HR/Payroll of staff absences each day.

Note: Not all stipend positions are needed or offered annually. Stipends are available at the District's discretion. Stipends and positions may be shared between certificated and classified staff members by mutual agreement. Responsibilities may include such things as scheduling, coordinating, rehearsing, researching, securing necessary documentation such as permission slips, chaperoning, advising, travel, and time spent at the actual event.

3. Additional stipend positions and stipends may be added by the District without S.E.E.A. ratification, but must have the consent of S.E.E.A. Executive Board and be agreed upon by both sides of the negotiation team.

APPENDIX E

Name: _____ Position: _____ Location: _____

Work Year: _____ Reg. Hrs. Per Day: _____ Reg. Hrs. Per Week: _____ Balance Forward: _____

(within the work-year only)

Use one line per entry. List comp time earned and comp time used on separate lines. READ THE BACK PAGE FOR COMPENSATORY TIME GUIDELINES.

Record time in 15 minute increments. Time and one-half is computed as follows: $25 (15 \text{ min.}) = 37.5$ / $50 (30 \text{ min.}) = 75$ / $75 (45 \text{ min.}) = 112.5$ / $1.0 (1 \text{ hr.}) = 1.5$.

[illegible]

This form must be submitted to Payroll annually for audit. Forms are due upon completion of the employee's work year and no later than August 31. Each department/building shall retain their records for three years. Accumulated comp time balances, if any, will be cashed out at the end of the year (ACCOUNT CODE REQUIRED). Comp time is not to be taken prior to being earned; however, should a negative balance occur either by taking more time than earned or due to errors, leave without pay will be deducted upon completion of Payroll's audit.

Employee's Signature	Date
Supervisor Authorization:	Date
Payroll Audit Approval Date ☐ No accumulated balance at the end of the work year. ☐ Accumulated balance sent to Payroll for cash out. ☐ Negative balance—leave without pay deducted	

Do Not Write In This Section -- Payroll Use Only

Sonora School District
COMPENSATORY TIME GUIDELINES

For Classified Employees

1. Enter the date the extra hours were worked and authorized.
2. Enter the number of extra hours worked. Round off to the nearest fifteen minute increment.
* 15 minutes = .25 * 30 minutes = .50 * 45 minutes = .75 * 60 minutes = 1.0
3. Enter the number of compensatory time earned.
4. Your supervisor's signature is required on each line for extra hours worked.
5. Enter the date the comp time is taken.
6. Enter the number of hours of earned comp time taken.
7. Your supervisor's signature is required on each line for comp time taken.
8. Maintain a running balance of comp time earned, less comp time taken, in the accumulative balance column.
9. Maximum number of accumulated compensatory hours at any one time shall not exceed 24 hours.

PLEASE USE ONLY ONE LINE PER ENTRY.

APPENDIX F

AGREEMENT FOR WAIVED LUNCH PERIOD

Pursuant to Appendix E: 16.3, all unit members having a workday of four (4) hours or more may be entitled to an unpaid duty-free lunch period of not less than one-half ($\frac{1}{2}$) hour. Unit members having a workday of more than five (5) hours are entitled to an unpaid duty-free lunch period of not less than one-half ($\frac{1}{2}$) hour. However, if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee, in accordance with Labor Code Section 512(a).

By signing below, the employee and the employer agree to waive the lunch period requirement, with the understanding that this waiver is based on mutual consent. This waiver may be revoked at any time by mutual agreement. The lunch period for full-time unit members will continue to be scheduled by the District at or about the midpoint of each work shift in accordance with Education Code Section 45180(b).

SCHOOL YEAR

Employee Name

Signature

Date

Supervisor Name

Signature

Date

This waiver will be kept on file and will remain in effect unless revoked by mutual consent.



SONORA SCHOOL DISTRICT

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Cheryl Griffiths, Superintendent

cgriffiths@sesk12.org

SIDE LETTER BETWEEN SONORA SCHOOL DISTRICT AND SONORA ELEMENTARY EMPLOYEES ASSOCIATION (SEEA)

Side Letter with SEEA for Safety Training Stipend

This serves as a side letter between the Sonora Elementary School District and Sonora Elementary Employees Association (SEEA) regarding the completion of mandatory staff training for the 2025-2026 school year.

All classified employees are required to complete mandatory training annually as a condition of their employment. Employees will be notified via email when training modules are available. SEEA employees who finish ALL of the training prior to two days before the first day of school will receive a \$200 stipend payable in September. The stipend will not be prorated. All portions of the training must be completed to receive the stipend. Employees may make arrangements with administration to complete the training at the school site and/or using district devices if they do not have a device of their own.

SEEA employees who do not complete ALL of the training prior to the first day of school will NOT receive the stipend and instead will be given release time during their regularly scheduled work day to complete the required training at their regular rate of pay.

This agreement will be in effect beginning July 1, 2025. Either party may cancel the arrangement for the upcoming school year by notifying the other party in writing prior to June 1.

Signatures and Date:

An official signed copy of this side letter is available for review in the District Office.