

January 27, 2023
CSEA Chapter # 296 and Palmdale School District
2023-2024 Negotiations Update

The following communication provides an update regarding the negotiations held on Thursday, January 26, 2023, between Palmdale School District and California School Employees Association# 296 (CSEA).

The members of the District's bargaining team present were:

- Solange Henriquez, J.D., Director-Classified Personnel, Bargaining Chair
- Ryan Beardsley, Assistant Superintendent, Human Resource
- Timothy C. Barker, Director, Human Resources
- Carlos Villegas, District Counsel

The members of CSEA's bargaining team present were:

- Anna Osborn, Labor Relations Representative
- Michael Oke, IT Technician
- Heather Plahn, Account/Data Processing Technician
- Heidi Macisso, Special Education Instructional Assistant
- Patricia Rivera, School Secretary
- Brian Chereschkoff, Maintenance Worker II

The session began at 9:10 a.m. with CSEA and the District exchanging proposals. At 10:15 a.m., the District and CSEA reached an agreement on Article VI.

Tentative Agreement between the District and CSEA
<p><u>COMPENSATION ARTICLE VI</u></p> <p>6.0</p> <p>Effective March 1, 2023, the Palmdale School District agrees to a <u>7.75%</u> salary increase to Appendix "A." for the 2023-2024 school year.</p> <p>March 1, 2023, active bargaining unit members shall receive 1.75% one-time off schedule.</p> <p>Effective March 1, 2023, the District agrees to create a range 42-65 future growth.</p> <p>6.4</p> <p>Stipends for Cafeteria Managers who work in the ECE Program or serve in the supper/snack program.</p>

6.9.3

Payroll error deductions will be made in accordance with state law.

6.16

Professional Development Scholarship language has been struck out from the contract (Article 6.16 through 6.16.5)

Additional Enhancements are attached (See attached Tentative Agreement)

SAFETY ARTICLE XII

12.2

Safety Committee

The chapter president will be notified of any scheduled safety meetings.

12.5

Unit members in the utility classification shall be required to carry District issued cell phones or radio.

HOURS AND OVERTIME ARTICLE XIII

13.1.4

Changes to work schedules more than sixty (60) minutes shall be agreed upon by the District and CSEA.

13.1.8

Paraprofessionals left alone supervising students shall receive a sixty-five (\$65) dollar stipend for the day.

DISCIPLINARY PROCEDURES XV

15.1

Right to Discipline (struck out)

15.2 Exclusion of probationary employees (struck out)

15.3 Informal Corrective Measures (stuck out)

**Tentative Agreement for Reopener Negotiations for the 2023-24 School Year Between the
Palmdale School District and the California School Employees Association and its
Palmdale Chapter 296**

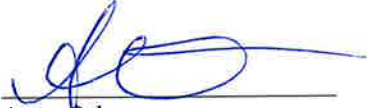
The Palmdale School District and the California School Employees Association and its Palmdale Chapter 296 agree to the attached signed tentative agreements. This concludes negotiations and reflects all changes and agreements between the parties for the 2023-24 school year negotiations.

Dated: January 26, 2023

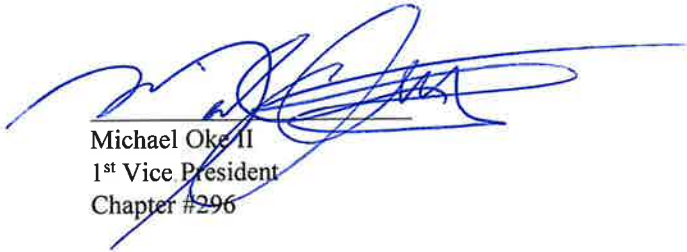
FOR THE ASSOCIATION:



Helena Perkins
Chapter President
Chapter #296

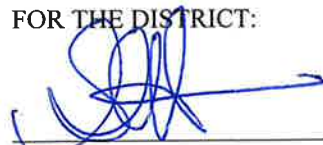


Anna Osborn
Labor Relations Representative
California School Employees Association



Michael Oke II
1st Vice President
Chapter #296

FOR THE DISTRICT:



Solange Henriquez
Director -Classified Personnel
Palmdale School District



Ryan Beardsley
Assistant Superintendent
Palmdale School District

Palmdale School District Counter Proposal
CSEA Negotiations

PSD Proposal
January 26, 2023
10:15 AM

ARTICLE VI
COMPENSATION

- 6.0 ~~Salary: Effective July 1, 2022, all active CSEA members shall receive a 3.25% on-schedule salary increase. Effective July 1, 2022, Crossing Guards will be placed on Range 15 Step 1.~~
~~Effective July 1, 2022, all active CSEA members shall receive a 3.25% one-time off-schedule payment. Effective July 1, 2022, the District agrees to create Range 41 for future growth.~~
- 6.0 Effective July 1, 2022, the District agrees to create Range 41 for future growth.
- Salary: Effective March 1, 2023, all active bargaining unit members shall receive a 7.75% on schedule salary increase to Appendix "A" for the 2023-2024 school year.
Effective March 1, 2023, all active bargaining unit members shall receive a 1.75 % one time off schedule payment.
Effective March 1, 2023, the District agrees to create ranges 42 - 65 for future growth.
- 6.4 Child Nutrition Stipend
- 6.4.1 Cafeteria Managers who serve in the Early Childhood Education 0program or supper/snack program shall be paid an annual stipend of \$1,500 per year for the additional work. The Parties agree that this stipend will be prorated based on the foregoing service and will be into-effect for 2017/2018, to be paid in tenthly installments.
- 6.9.3 Should any payroll error result in an overpayment to a unit member, the District and the unit member shall meet to work out a repayment schedule agreeable to both parties. Payroll deductions shall ~~not be made without prior written approval by the affected unit member, this includes direct~~ deposit in accordance with state law.

6.16 Classified Summer Assistance Program Professional Development Scholarship:
For the 2023-2024 school year the District agrees to opt into the Classified Summer Assistance Program by March 1, December 31, 2023.

A professional growth program shall be established and maintained for the purpose of encouraging the educational growth of employees. The program shall be designed to enable employees to update their job skills and improve their services to the District through attendance at a college/university and accredited trade school classes with the acquisition of college degrees.

6.16.1 Funding of Scholarship

The District shall set aside \$50,000 annually for scholarships, allocated out of the Instructional Time and Staff Development Reform Program. Should this program be eliminated, this scholarship program may be eliminated, and the Association and the District agree to meet and review other options. The general fund shall not be expected to fund this program, except for unit members not eligible under the mandated criteria of the Instructional Time and Staff Development Reform Program. These funds are made available to the permanent members of the bargaining unit to be used for tuition and books.

6.16.2 Application

To participate in the scholarship program, unit members shall apply annually by April 30th, for the following school year. The employee must demonstrate, in the application, how the coursework shall improve/apply to their job requirements/performance or enhance their ability to apply for other classifications. Funds may not be used for coursework which enables unit members to receive certified status or a career ladder change (i.e. Maintenance Worker II Certified or Instructional Assistant I to Instructional II). Applications shall be initially screened by the Human Resources Department to ensure established criteria and anonymity. The CSEA Executive Board shall read the applications and make recommendations to the Board for approval.

6.16.3 Attendance

~~Attendance may be at any accredited college, university, or trade school; however, maximum reimbursement shall be provided based on the conditions and current fee structure of the benchmark institutions listed below. Lower Division shall be considered all work from zero to eighty-nine quarter units or zero to fifty-nine semester units. Upper Division shall be considered all work from ninety quarter units or sixty semester units for the completion of a Bachelor of Arts or Bachelor of Science degree or a total accumulation of one hundred eighty quarter units or one hundred twenty semester units, whichever comes first. Any Lower Division units earned shall be reimbursed at the Lower Division rate, regardless of institution at which they were taken. Tuition and fees for all Lower Division units shall be reimbursed at the rate of the current per unit cost at Antelope Valley College. Tuition and fees for all Upper Division units shall be reimbursed at the rate of the current unit costs at the California State University of Bakersfield.~~

~~Books shall be reimbursed at face value up to a maximum of \$150 per class. Only books required for the class and listed as such on the class syllabus shall be accepted.~~

6.16.4 Reimbursement

~~The employee shall receive reimbursement for expenses upon receipt of transcripts and receipts for cost of books for the approved class(es). The employees must~~

~~receive a C or Certification of Completion of the course(s) to be eligible for reimbursement.~~

~~Reimbursement for each quarter/semester unit shall be made by submitting a Professional Growth Reimbursement Form and proof of successful completion of units (office grade reports or transcripts). Requests for reimbursement must be submitted within sixty days of completion of a quarter/semester. Requests for reimbursement must also include original receipts for tuition, fees and books, and a course syllabus declaring which books were required for the class. Payment shall be made within 45 (forty-five) days of presentation of all required materials.~~

6.16.5 Length of Participation

~~The employee must apply annually to participate in the program. Participation shall be based on the funds available in the budget and the number of applicants. Continuing participants have priority over new applicants.~~

~~Participation in the program shall be limited to a total accumulation of one hundred eighty quarter units or one hundred twenty semester units or any combination thereof. Units earned prior to participation in the program shall be counted toward the accumulated total but shall not be subject to reimbursement.~~

6.25 Additional Enhancements effective March 1, 2023:

Exhibit "B"

Classification	Current Range	Range Change
Parent Community Liaison	19	21
	Student based calendar	11-month work calendar effective July 1, 2023.
Instructional Assistants/Special Educational Instructional Assistance	15	16
SEIA III	20	21
IA III	19	20
Paraeducator Certified Interpreter I	35	37
		Increase to 7 hours
Paraeducator Certified Interpreter II	37	39
		Increase to 7 hours
Paraeducator Translator	26	27
		Increase to 7 hours
Campus Security Assistant	21	22
Child Nutrition I	16	17
Child Nutrition II	18	19
Child Nutrition III	19	20
Child Nutrition Managers	27	28
Inventory Procurement Specialist	32	33

***In the event any bargaining unit member declines the increase in hours, the parties agree to increase the position to the negotiated hours above when the unit member vacates the position.**

The District and CSEA agree to commence the range changes and increased hours effective March 1, 2023.

California School Employees Association
and its Palmdale Chapter #296
Proposal

T/A
HP
12/6/2022
JK
CSEA Proposal
December 6, 2022
1:55 AM/PM

ARTICLE XII

SAFETY

12.2 Safety Committee

12.2.1 A safety committee shall be formed, chaired by the Superintendent, or designee, and composed of two (2) members appointed by the District and two (2) members appointed by the Chapter President, which shall review health, safety, sanitation and working conditions. The chapter president shall be notified of any scheduled safety meeting(s). The recommendations shall be responsibly considered by the District, but shall not be binding upon the District unless the requirements are imposed by applicable state or federal law and/or regulations.

12.5 Radio/District issued cellphone

Unit members in the utility classification shall be required to carry a District issued cell phone or radio.

California School Employees Association
and its Palmdale Chapter #296
Proposal

 HP
11/01/2022


CSEA Proposal
November 1, 2022
1:09 AM/PM

ARTICLE XIII
HOURS AND OVERTIME

13.1.4 Each unit member shall be assigned a fixed, regular, and ascertainable minimum number of hours. The workday for all unit members shall be established and regularly fixed by the District. All unit member work schedules (days and hours) shall be set based upon the needs of the District. The District shall inform each unit member of any modification to his or her start date and work schedule (days and hours) on an annual basis, at least fourteen (14) days before the start date considering efficient management of the District's affairs and absent extenuating circumstances outside of the District's control. ~~Significant~~ Changes to work schedules ~~(days and hours)~~ more than sixty (60) minutes shall be agreed upon by

the District and CSEA. ~~the employee, administrator, union president or designee and the Assistant Superintendent of Human Resources or designee.~~

13.1.8 Paraprofessionals shall not be left alone supervising students during instructional time while the teacher is not present in excess of thirty (30) minutes in any workday. If a paraprofessional is left alone supervising students for more than thirty (30) minutes per day, the unit member shall receive a sixty-five fifty (~~\$65.00~~~~50.00~~) dollar stipend for the day.

California School Employees Association
and its Palmdale Chapter #296
Proposal

12/6/22
11/12/22

CSEA Proposal
October 26, 2022
17:40 AM/PM

ARTICLE XV

DISCIPLINARY PROCEDURES

15.1 Right to Discipline

The District may impose discipline on a permanent district employee in accordance with the provisions of the Education Code and the Personnel Commission Rules and Regulations, Chapter VI, Section 6 "Suspension, Demotion, Dismissal," Chapter IX, Section 1 "Disciplinary Action, as stated in the Personnel Commission Rules and Regulations (attached as Appendix C for reference only). Should any changes be made to the substance of Chapter VI, Section 6, the District agrees to alert CSEA to the changes and to provide an opportunity for CSEA to share any concerns about those changes. For purposes of the procedure set forth herein, discipline is deemed to be suspension without pay, involuntary demotion (except layoff), or termination.

15.2 Exclusion of Probationary Employees

The provisions of the Personnel Commission Rules and Regulations apply only to permanent employees. Probationary employees are subject to disciplinary action up to and including termination without appeal at the sole discretion of the District.

15.3 Informal Corrective Measures

The parties acknowledge that informal corrective measures such as verbal warnings, evaluations, meet and confer conferences, written warning notices, pre-disciplinary meetings or reprimands, letters to personnel files, voluntary and involuntary, and the like are not disciplinary action as defined in this article. While there is no requirement that disciplinary action as defined in this article be preceded by these informal corrective measures as described above, the parties recognize the value of such measures and in no way intend to discourage or limit the use of such measures by this

article. Other articles in the agreement, specifically evaluation, transfer or grievance, address directly the appropriate use of the informal corrective measures described above, including the unit member's rights and remedies in situations involving such measures. Informal corrective measures shall be performed by the immediate supervisor.