

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PALMDALE SCHOOL DISTRICT  
AND THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS PALMDALE  
CHAPTER #296 REGARDING  
CLASSIFIED BARGAINING UNIT**

The Palmdale School District ("District") and the California School Employees Association and its Palmdale Chapter #296 ("CSEA") (collectively, "the Parties") hereby enter into this Memorandum of Understanding ("MOU") regarding the addition of the Noon Duty/Campus Assistant classification into the CSEA bargaining unit.

**RECITALS**

WHEREAS, Article 2.2 (Recognition) of the Collective Bargaining Agreement ("CBA") between the District and CSEA provides a list of all positions of all regular classified employees in the classified bargaining unit, "and all other classified employee [Unit Members] as agreed by both parties."

WHEREAS, Article 2 specifically excludes certain employees, including, but not limited to, all certificated employees, all confidential, management and/or supervisory personnel and other specific positions that require certificated of exception or licenses within the meaning of Government Code Sections 3540.1(c) (g) and (m).

WHEREAS, Noon Duty/Campus Assistants is not among the positions listed in Article 2.2 and the Parties agree that employees working as Noon Duty/Campus Assistants were previously considered unrepresented classified employees and excluded from CSEA's bargaining unit.

WHEREAS, the Parties have agreed to add the position of Noon Duty/Campus Assistant to Article 2.2 and allow such employees to be CSEA-represented unit members and to grant them the same rights as other CSEA unit members except as where otherwise stated herein.

NOW THEREFORE, in consideration of their mutual promises, the Parties agree as follows:

**AGREEMENT**

1. The recitals set forth above are true.
2. On July 1, 2023 Noon Duty/Campus Assistants shall be part of the CSEA bargaining unit.
3. Noon Duty/Campus Assistants became permanent classified employees on or after January 1, 2019, pursuant to Education Code section 45256 (f) and AB 2160 (2018). Accordingly, for any Noon Duty/Campus Assistant employed on or before January 1, 2019, their first date in the classified service is January 1, 2019. For Noon Duty/Campus Assistants hired after this date, their first date in the classified service is their date of hire.
4. Noon Duty/Campus Assistants shall be placed on the 182-day Student-Based calendar.
5. Noon Duty/Campus Assistants' hours shall be five and three quarters (5.75) daily.

6. With the exception of the revisions described in this MOU and all other memorandums of understanding currently in effect, all other terms of the Parties' CBA will remain unchanged and will apply to employees in the position of Noon Duty/Campus Assistant.
7. Effective July 1, 2023, Article 2.2 (Recognition) of the Collective Bargaining Agreement between the Parties is revised to include the following position to the CSEA bargaining unit:  
Noon Duty/Campus Assistant.
8. Rate of Pay. Article 6 (Compensation) establishes unit members' regular rates of pay. Appendix A of the CBA also lists the Steps and Range placement of positions on the salary schedule. Upon the Effective Date of this MOU, the position of Noon Duty/ Campus Assistant shall be placed on the salary schedule as follows:

<u>Position</u>	<u>Range</u>
Noon Duty/Campus Assistant	15

Appendix B (Salary Ranges) is also amended to include the Noon Duty/Campus Assistant classification and its salary range (Range 15).

On July 1, 2023, Noon Duty/Campus Assistants who are part of the District's classified service shall be placed at Step 1 of range 15.

9. Advancement on Salary Schedule and Seniority. For all Noon Duty/Campus Assistants employed by the District on July 1, 2023, their annual step advancement shall commence on January 1, 2024, and every twelve (12) months thereafter in accordance with Article 6.3. For all Noon Duty/Campus Assistants hired after the July 1, 2023 their step advancement on the salary schedule shall follow Article 6.3
10. Holidays and Vacation Days. Article 9 (Holidays and Vacation) discusses the accrual and use of vacation days and Holidays for bargaining unit members. Noon Duty/Campus Assistants shall be entitled to maintain all unused vacation days that they earned or accrued after becoming permanent classified employees with the District. Upon the effective Date of this MOU, unit members in the Noon Duty/Campus Assistant classification shall accrue and use vacation days in the same manner as other CSEA bargaining unit members, as set forth in Article 9. For purposes of vacation calculation, the Noon Duty/Campus Assistant's "years of employment," as used in Article 9, shall be calculated based on the Effective date of this MOU or their hire date, whichever occurs later.
11. Sick Leave. Article 8 (Leaves) and Article 8.5 (Sick Leave), addresses sick leave for CSEA unit members. Noon Duty/Campus Assistants shall continue to be entitled to all unused sick leave that they earned or accumulated upon becoming permanent classified employees with the District. Upon the Effective Date of this MOU, Noon Duty/Campus Assistants shall earn and accumulate sick leave days in the same manner as CSEA bargaining unit members, and as set forth in Article 8.5.
12. Personal Necessity Leave. Article 8 (Leaves) and Article 8.11 (Personal Necessity Leave) discusses the accrual and accumulation of personal necessity leave. Noon Duty/Campus Assistants shall be entitled to all unused personal necessity leave days that they earned or accumulated upon becoming permanent classified employees. Effective upon ratification, Noon

Duty/Campus Assistants shall accrue and accumulate personal necessity leave days in the same manner as CSEA bargaining unit members, as set forth in Article 8.11.

13. Layoff and Effects of Layoff. Article 24 (Layoffs) addresses layoff of CSEA unit members. Article 24.6 (Seniority) states that “‘Seniority’ is ranking of Unit Members based on hire date in classification.” For purposes of calculating seniority pursuant to Article 24 and Education Code section 45117, Seniority ranking for Noon Duty/Campus Assistant unit members who served in this classification prior to the Effective Date of this MOU, shall be based on their hire date in the Noon Duty/Campus Assistant position.
14. Union Dues Deduction. Article 4 (Organizational Security) and Article 4.2.1 provide that the District shall deduct dues from the wages of all Unit Members who are members of the CSEA bargaining unit and who have submitted payroll deduction authorization forms to CSEA. Upon notice from CSEA to the District of new members in the Noon Duty/Campus Assistant position, the District will deduct the first pay period after notice of new members is received from CSEA.
15. Orientation. The parties agree to follow the AB 119 MOU process for Noon Duty/Campus Assistants who attend a new employee orientation. If the District provides such orientation to such employees outside of employees’ work schedule, the District will compensate each employee. The invitation for each new employee shall be provided by Human Resources.
16. Effective Date. This MOU and the terms provided herein shall be effective July 1, 2023.
17. With the exception of the terms described above, this MOU is not precedential and establishes no past practice.

Dated: 5/3/2023

FOR THE ASSOCIATION:




Helena Perkins  
Chapter President  
Palmdale Chapter 296



~~Anna Osborn~~  
Labor Relations Representative  
California School Employees Association

FOR THE DISTRICT:



Solange Henriquez  
Director of Human Resources- Classified  
Palmdale School District



Ryan Beardsley  
Assistant Superintendent – Human Resources  
Palmdale School District