


TENTATIVE AGREEMENT
BETWEEN THE
SILVER VALLEY UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 374

This Tentative Agreement settles the 2022-2023 Successor Negotiations between Silver Valley Unified School District and CSEA Chapter #374.

In addition to the attached tentative agreements on Articles 2, 25, 28, and Appendix D, both parties agree that all other articles are status quo.

This tentative agreement is subject to CSEA policy 610 ratification procedures and Silver Valley Unified School District Board Approval.



Marc Lacey
Assistant Superintendent
Administrative Services

10/23/23

Date Signed



Anna McClaine
President, Silver Valley Chapter 374
California School Employees Association

10/23/23


Date Signed



Dawn Stoecker
Labor Relations Representative
California School Employees Association

10/23/23

Date Signed



Stephanie Godwin
Negotiations Team

10/23/23

Date Signed



Carla Baca
Negotiations Team

10/23/23

Date Signed



Mike Lopez
Negotiations Team

10/23/23

Date Signed

ARTICLE 2 - NON-DISCRIMINATION

2.1 ~~The Board and the Association shall not illegally discriminate with respect to the implementation of this Agreement against any unit member on the basis of race, color, creed, religion, sex, national origin, marital status, or age as interpreted in State and Federal law, membership in an employee organization or participation in the lawful activities of an employee organization, or refusing to participate in the activities of the employee organization.~~ Silver Valley Unified School District and CSEA Chapter #374 prohibit discrimination, intimidation, harassment (including sexual harassment) or bullying based on a person's actual or perceived age, ancestry, color, disability, ethnicity, gender, gender expression, gender identity, genetic information, immigration status, marital status, medical information, national origin, parental status, pregnancy status, race, religion, sex, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics. For questions or complaints, contact below Equity Officer/Title IX Compliance Officer:

Jeff Youskievicz
Assistant Superintendent of Education Services
Equity Officer/Title IX Compliance Officer
35320 Daggett-Yermo Rd
Yermo, Ca 92398
760-254-2916 Ext. 1157
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District Special Education/504 PlanCoordinator
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2.2 This Article is not subject to the grievance procedure.

ARTICLE 25 - PROFESSIONAL GROWTH

25.1 Purpose:

The purpose of this program is to provide incentive for unit members to enhance their current job performances and increase opportunities for career advancement in the classified services.

25.2 Definitions:

a. Unit: The term "unit" shall mean semester unit as accepted by colleges, and and universities, ~~trade schools, adult school courses, and military training certificates~~. All units earned by any other means (such as trade schools) as may be approved by the Professional Growth Committee shall be converted from clock hours to semester hours. Fifteen (15) clock hours shall equal one (1) semester unit.

b. Recorded: The term "recorded" shall mean that an employee has presented an official transcript or other original official document from any other approved source to the Human Resources Office. Such documentation shall include: name of employee; date of attendance; semester, quarter or clock hours of attendance; name of the course, seminar, etc; and an official signature (if not a transcript). A record of same shall be recorded by the Human Resources Office. Such documents will become the property of the district and will remain in the files of the Human Resource Office.

25.3 Criteria:

- a. Permanent employees serving a minimum of 184 days per year shall be eligible to apply for Professional Growth credits.
- b. Qualifying activities in professional growth may be achieved through participation in any of the following categories: college courses, adult school courses, workshops, institute lecture programs or any other programs as approved by the Professional Growth Committee. Such courses, workshops or lecture programs, in order to qualify for credit, must directly pertain to and provide the employee with increased knowledge and skills in any job within the classified service. Courses designed for personal pleasure shall not be accepted, and workshops, seminars, lectures or courses which have been compensated by salary or where expenses have been paid shall not be accepted.
- c. Credit will be given for the completion of college, adult education or trade school courses as determined pertinent to the unit member's job assignment or promotional job opportunities by the Professional Growth
- d. Veterans. Qualifying activities in professional growth may be achieved through participation of military courses, workshops, seminars, or lecture programs as accepted by the American Council on Education (ACE) or any accredited

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organizations recognized by the US Department of Education approved by the Professional Growth Committee.

- e. Committee. The courses must be completed with a grade of "C" or better, or "pass" if grading is done on a pass/fail basis.
- f. Only courses completed after the initial date of employment can be approved for professional growth credit. Employees in permanent status may apply to the Professional Growth Committee for retroactive credit for a maximum of six (6) nine (9) units.
- g. A stipend of ~~2.5%~~ **3.0%** of the monthly salary for 12 month employees and of the hourly salary for less than 12 month employees, will be paid for each twelve (12) units for a maximum of thirty six (36) units. A maximum of one Professional Growth salary increase per fiscal year (July 1 to June 30) will be granted. However, any remaining units may be accumulated from year to year for future increment moves. The maximum number of increment moves which may be obtained are three (3). ~~Employees in permanent status may apply to the Professional Growth Committee for retroactive credit for a maximum of six (6) units.~~

25.4 Responsibilities: Professional Growth Committee

A Professional Growth Committee shall be established and composed of three (3) members. One (1) member shall be designated by CSEA, one (1) member shall be designated by the Administration and one (1) member shall be designated by the first two (2) members.

The committee shall be scheduled one day in each of the following months in September, January, and May to consider course approvals and certification. The schedule of meeting dates will be published throughout the district. A pay status change shall be submitted within thirty (30) days to the payroll office, and retroactive to the date of final approval. Final approval shall mean pre-approved/approved application and receipt of official transcript or other official document from any other approved source to the Human Resource Office.

The Professional Growth Committee shall be responsible for interpreting its rules and regulations. Any questions regarding the decision of the Professional Growth Committee shall be communicated in writing and addressed at the next Professional Growth Committee meeting. The decisions of the Professional Growth Committee are final and not grievable.

25.5 Responsibilities: Unit Member

In order to qualify for any professional growth stipend, it shall be the responsibility of the employee to:

- a. Obtain form and submit a completed "Application for Professional Growth Credit" to the Human Resources Office for consideration by the Professional Growth Committee prior to enrolling in course(s). Transcript records or other acceptable

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- 98 verification of successful course completion must accompany the application.
99 Advance course approval is not required, but assures the participant of
100 professional growth credit upon satisfactory completion of pre-approved courses.
101 b. Complete course(s) with a grade of "C" or better or "pass" or "credit" if course is
102 graded on a pass/fail or credit/no credit basis.

ARTICLE 28 - DURATION

28.1 Length of Agreement:

This agreement shall remain in full force and effect for a period of three (3) years commencing on July 1, 2020 2023 and continuing through June 30, 2023 2026, and shall continue in effect from year to year thereafter, unless one of the parties notifies the other in writing no later than 3:00 pm, March 15, 2023 2026 of its intent to modify or amend this Agreement.

If, during the life of this Agreement, any provision of the Agreement is held to be invalid by a court of competent jurisdiction, or is rendered contrary to law by a change in the statutes, whether federal or state, only that provision which is contrary to law shall be considered invalid. All other provisions of this Agreement remain in full force and effect. The District and CSEA shall meet within thirty (30) calendar days of the invalidation and negotiate language to replace that, which is considered invalid or contrary to law.

It is understood and agreed that the specific provisions of this Agreement shall prevail over District policies, practices, procedures and state statutes, to the extent authorized by law. In the absence of specific provisions in this Agreement, District policy, practices and procedures effecting wages, hours of work and other terms and conditions of employment, shall continue and shall not be changed without first notifying CSEA of the proposed change and affording it a reasonable opportunity to negotiate the proposed change.

In years two and three negotiations shall re-open on salaries, health and welfare benefits, and up to two additional articles per party.

APPENDIX "D"

Classified Interview Score Sheet

Appendix D - Classified Interview Score Sheet					
<u>Name</u>	<u>Test</u>	<u>Interview</u>	<u>Evaluation</u>	<u>Discipline</u>	<u>Total</u>
<u>Criteria</u>	<u>3 Points</u>	<u>2 Points</u>	<u>1 Point</u>	<u>0 Points</u>	<u>-1 Point</u>
Test Score	90-100	80-89	70-79		
Interview	1st Place	2nd Place	3rd Place	4th Place	5th Place
Evaluation			Satisfactory/ <u>No Eval</u>		Not Satisfactory
Discipline				No Discipline	Discipline
<u>Position</u>	<u>Date</u>				