

Tentative Agreement
Between
Sequoia Union High School District
and
AFSCME, Local 829
May 29, 2024
2024-2025

Sequoia Union High School District (“District”) and the American Federation of State, County, and Municipal Employees, Local 829 (“AFSCME”), collectively referred to as “the Parties,” have considered their mutual interests and have agreed to enter into this Tentative Agreement (“Agreement”) to completely resolve negotiations for the 2024-2025 school year on all matters including all economic items, except for 2024-2025 salary, consistent with the terms of this Tentative Agreement.

This Tentative Agreement includes an agreement to continue negotiations in the fall of 2024 for the 2024-2025 school year regarding salary only.

All the terms included in this Agreement are contingent upon ratification by both Parties. Unless another effective date is otherwise stated in this Agreement, the terms of this Agreement shall take effect upon ratification of this Agreement by both Parties. If a particular Article or Section of the current collective bargaining agreement is not referenced in this Agreement, the current collective bargaining agreement provisions shall continue unchanged.

Terms and Conditions

1. Health and Welfare Benefits, Article 6

Effective July 1, 2024, the Parties agree to the following revisions to Article 6:

6.1.1

The District agrees to provide eligible employees with the full premium cost for district-provided Health Maintenance Organization (HMO) group health benefits at the highest premium rate, prorated for part-time employees, for single, two-party, or family coverage as applicable. See Section 6.2.1 and Section 6.2.1.1 for eligibility for such benefits.

6.2.1 Health and Dental Benefits - Full-time employees shall be considered as eligible to receive the full District health and dental benefits. Employees employed for less than full time (that is, less than thirty-seven and one half (37.5) hours per week and/or less than twelve (12) months per year) shall be eligible to receive these benefits with the District contribution prorated in proportion to the percentage of full-time assignment worked by

the employee. However, transportation employees regularly employed for twenty hours or more per week shall be eligible to receive full District-paid health and dental benefits.

6.2.1.1 However, regularly employed part time employees, who work for fifteen hours or more per week shall be eligible to receive from the District the highest HMO single premium rate and dental benefits for the single (employee only) plan and a prorated District contribution in proportion to the percentage of full-time assignment worked by the employee for two-party or family coverage. Section 6.2.1.1 shall not apply to substitute employees.

2. Leaves. Article 7

a. **Catastrophic Leave:** The Parties agree to discuss Catastrophic Leave benefits during the 2024-2025 school year as part of a District and AFSCME committee process.

3. Stipends/Compensation, Article 13

Effective July 1, 2024, the Parties agree to add the following to Article 13.10.8 regarding the addition of a Masters and Doctorate Stipend:

13.10.8 Classified Stipends for Higher Education
Employees who have earned a Bachelor's or a Master's degree beyond the education requirements of their specific job description are eligible for an annual stipend.

13.10.8.1 To receive the stipend, employees must:

13.10.8.1.1 Complete the Classified Higher Education Stipend Request form

13.10.8.1.2 Provide a copy of the transcript/s from an accredited institution (unofficial transcripts will be accepted)

13.10.8.2 Higher Education Stipend Rates

The annual stipend rates shall be at the follow rate: One Thousand Six Hundred and Forty Nine Dollars (\$1,649).

13.10.8.2.1 Employees with a Bachelor's degree only shall be eligible to receive 50% of the Master's stipend rate.

13.10.8.3 Higher Education Stipend Payment Timeline

13.10.8.3.1 Stipends will be paid on a monthly basis.

13.10.8.3.2 Transcripts shall be submitted once for employees to receive the annual stipend for each year of service from the time the request is approved.

13.10.8.3.3 Employees who receive a degree or are hired after the school year has begun shall receive a prorated stipend for the first year.

4. DISCIPLINE, Article 11

Effective July 1, 2024, the Parties agree to revise Article 11 to be consistent with law as follows:

SECTION 11.1 - Employee Discipline for Just Cause

11.1 Discipline shall be imposed by the District on classified employees only for just cause. Just cause which could give rise to Discipline are cited in the Sequoia Union High School Board Policy 4218.

SECTION 11.2 - Progressive Steps Procedure

11.2.1 In handling disciplinary matters **regarding permanent employees consistent with California Education Code section 45113 and other laws**, progressive steps will be utilized unless the incident giving rise to the discipline is of such a nature that more severe action is appropriate.

Education Code section 45113 shall apply to disciplinary matters, and section 45113(d) is incorporated by this reference in the collective bargaining agreement, and it provides the following:

Education Code section 45113(d) Disciplinary action shall not be taken for any cause that arose before the employee's becoming permanent, nor for any cause that arose more than two years preceding the date of the filing of the notice of cause unless the cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the employing school district.

11.2.1.1 Whether or not the serious nature of the offense warranted bypassing the progressive steps is subject to **the disciplinary hearing process described in Article 11.2** ~~Article 10 Grievance Procedure. Article 10 Grievance unless the offense is of an egregious nature as defined in Ed Code Section 44990 and/or 44932.~~

11.2.1.2 A copy of all verbal warnings, written warnings, suspensions, Performance Improvement Plans (PIP), and terminations will be sent to the Union President and Business Agent immediately for reference and tracking purposes. If an employee needs **union** representation, they must request representation **pursuant to** ~~per the~~ Weingarten Rights. Progressive steps will occur in the following order when applicable:

11.2.2 Verbal Warning(s)

The immediate supervisor will inform the employee and requested Union representative, if requested, verbally and in a written memo that this is the verbal warning, the first step of progressive discipline. The supervisor will provide reasonable steps and a time period following a verbal warning for the employee to correct the problem without incurring additional disciplinary action for the specific actions or omissions contained in the verbal warning, unless disciplinary action is warranted. Verbal warnings documents are ~~not~~ shall be submitted to Human Resources for ~~filing~~, but shall not be placed in the employee personnel files. A copy of the written memorandum to document the verbal warning will be provided to the employee and the Union. within ten (10) working days from the date of the memorandum. A meeting with the employee's supervisor, with the employee, and Union representation may be held, if requested by the supervisor or the employee.

11.2.3 ~~Written Warning(s)~~ Written Reprimand (Written Warning)

After the employee has been given one (1) or more verbal warning(s) within the last ~~twelve (12)~~ twenty-four 24 months for similar actions consistent with Education Code section 45113, the supervisor may issue a ~~written warning~~ Written Reprimand to be placed in the employee's personnel file. The ~~written warning~~ Written Reprimand will include the date(s) of the verbal warning(s), an account of the circumstance leading to a ~~written warning~~ Written Reprimand, and the clear expectations for progress, if applicable. The supervisor will meet with the employee and Union Steward, if a Union Steward is requested by the employee, to review the ~~written warning~~ Written Reprimand and reasonable steps and time frame for demonstrating improvement. A copy of the written warning Written Reprimand will be provided to the employee, the Union, and Human Resources within ten (10) working days from the date of the meeting with the employee and Union representation, if requested.

11.2.4 Suspension

Employees may be suspended with or without pay consistent with the California Education Code. Suspension without pay will not be used unless the employee has received a written reprimand about similar actions within the last twenty four (24) ~~twelve (12)~~ months or the incident giving rise to the discipline is of such a nature that more severe action is appropriate. The employee, Union President and Business Agent must be notified in writing when the District has an intent to suspend an employee based on written draft disciplinary charges. A Skelly Hearing shall be conducted prior to finalizing disciplinary charges including a paid or unpaid suspension. A Skelly Notice shall be provided to the employee and the Union.

11.2.5 Involuntary Demotion or Termination

Employees may be demoted or terminated based on progressive steps of discipline or without progressive steps of discipline if warranted due to the egregiousness of their actions/behavior. Termination or demotion will not be used unless the employee has received a suspension about similar actions within the last twenty four (24) ~~twelve (12)~~

months or the incident giving rise to the discipline is of such a nature that more severe action is appropriate. The employee, Union President and Business Agent must be notified in writing when the District has an intent to demote or terminate **based on written draft disciplinary charges. A Skelly Hearing shall be conducted prior to finalizing disciplinary charges including a demotion or termination. A Skelly Notice shall be provided to the employee and the Union.**

SECTION 11.3 - Skelly Procedure

11.3.1 Skelly Notice

When dismissal, suspension without pay, or demotion is contemplated against an employee, the procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer"), who will determine whether the recommended discipline should proceed further or be modified or withdrawn. After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a Board hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

When a suspension, demotion or termination is **proposed**, **the draft notice including disciplinary charges and** a notice of **recommended such** disciplinary action **will shall** be made in writing and served on the employee in person or via email **correspondence and** by certified mail at the employee's last known address. The Union President and Business Agent **shall** receive a copy of this **notice of draft disciplinary charges and recommended disciplinary action** via email.

The written notice will be included in the employee's personnel file and the notice **shall** include the following:

- 11.3.1.1 Statement of disciplinary action proposed.
- 11.3.1.2 Proposed effective date of action.
- 11.3.1.3 **Charges which include a** statement in ordinary and concise language of the act, behavior and/or omissions upon which the discipline is based.

- 11.3.1.4 Statement advising the employee of the right to a Skelly hearing or written response. ~~and the right to appeal the recommendation of the Superintendent/designee to the Board of Trustees.~~
- 11.3.1.5 Statement that the employee has the right to Union representation upon request at all steps of disciplinary procedure and Skelly process.
- 11.3.1.6 Designation of the law, rule, regulation, and/or policy the employee has violated.
- 11.3.1.7 All documentation, including any progressive steps of discipline, evaluations, complaint findings, **memoranda and letters, if applicable**, and Performance Improvement Plans (PIP) used, **and all other written materials on which charges are based** to justify the level of discipline being proposed, **if progressive steps and such documentation are available based on the nature of the alleged misconduct.**
- 11.3.1.8 An outline of the Skelly hearing and disciplinary process, including the employees right to appeal the recommendation of the Superintendent/designee to the Board of Trustees, and the right to appeal the Skelly decision with the Board.**

11.3.2 Employee Skelly Response

Employees will be given a minimum of **ten (10)** ~~seven (7)~~ working days from the receipt of the **form** Notice of Intent (Right) to request a Skelly hearing or provide a written response. The employee will have the right to representation at the **Skelly** hearing. Failure to request a Skelly hearing or respond with a written statement within the specified time will constitute a waiver of the employee's rights and is acceptance of the District's proposed discipline.

11.3.3 Providing Written Documentation in Advance

Written materials on which all charges are based will be provided to the employee and the Union President and Business Agent and will be included in the **Notice of proposed disciplinary action and charges along with the notice of the right to request a Skelly hearing.** ~~Notice.~~

11.3.4 Written Notice of Skelly Decision

After the Skelly hearing or upon reviewing the employee's written response to the Skelly Notice, the Superintendent or their designee **shall** ~~will~~ provide the employee, and the Union President, and **the AFSCME** Business Agent **with** a written response of their **Skelly Hearing** decision **and the Superintendent or designee's recommendation for**

disciplinary action. This notice will be delivered in person or by certified mail to the employee and via email to the Union President and **AFSCME** Business Agent.

11.3.5 Employee Remaining in Paid Status

a. **If it is determined by a preponderance of the evidence by the District that the employee has engaged in criminal misconduct, misconduct that presents a risk of harm to pupils, staff, or property, or committed habitual violations of the district's policies or regulations, then Education Code section 45113(f) shall apply and shall supersede section 11.3.5(b), paragraph 2 below.**

b. An employee in paid status will remain in paid status until they receive the District's decision in accordance with Subsection 11.3.4. In the case of job abandonment, the District will make a documented, reasonable attempt to contact and communicate with the employee. If there is no response from the employee, that employee will no longer be in paid status. It is the responsibility of the employee to ensure that the District always has correct and up to date home/ mailing address, telephone number(s) and personal email address on file.

11.3.611.4 Skelly Appeal Procedures for Discipline Involving Unpaid Suspension, Demotion or Termination

11.4.1 Once the Skelly Decision is made and final charges are served on the employee, the employee may appeal the Skelly decision to finalize the Notice of Proposed Disciplinary Action and Charges. The appeal shall be made in writing to the Board of Trustees within ten (10) working days of receiving the Skelly decision and Superintendent or designee's recommendation. The Board may conduct an evidentiary disciplinary hearing or delegate the evidentiary hearing process to an Administrative Law Judge consistent with California Education Code 45101, 45113, 45116, and 44932, and Board Policy and Administrative Regulations 4218. If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

11.4.1.1 If the employee fails to request a Board hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

11.4.1.2 If a timely request is submitted, the hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing. The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

11.4.2 The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel. The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained, and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

11.4.3 At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

~~The appeal shall be made in writing to the Board of Education which may conduct an evidentiary disciplinary hearing or delegate the evidentiary hearing process to a Hearing Officer or an Administrative Law Judge consistent with California Education Code 45101, 45113, 45116, and 44932, and Board Policy and Administrative Regulations 4218. The Board of Education shall render the final decision. Written notice of such grievance must be delivered within ten (10) working business days of the final Skelly decision. Failure to file such a grievance within ten (10) working business days from the notice of the Skelly decision will constitute a waiver of grievance rights and acceptance of the District's final decision on discipline.~~

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final. Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action, the Board may delegate its authority to an impartial third-party hearing officer. When the matter is heard by a

third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision. (Education Code 45113)

If the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

11.3.5 Employee Remaining in Paid Status

An employee in paid status shall remain in paid status until they receive the District's decision in accordance **with this Article 11 and law.** ~~Subsection 11.3.4.~~ In the case of job abandonment, the District shall make a documented, reasonable attempt to contact and communicate with the employee. If there is no response from the employee, that employee shall no longer be in paid status. It is the responsibility of the employee to ensure that the District always has correct and up to date home/ mailing address, telephone number(s) and personal email address on file.

~~11.3.6~~ ~~Skelly Appeal Procedure~~ **Grievance of Disciplinary Proceedings**


The employee ~~in coordination with the AFSCME Representative~~ may **file a grievance as provided in Article 10 Grievance Procedure for failure by the District to follow and comply with the disciplinary procedures and employee rights provided in this article and throughout the AFSCME SUHSD CBA.** appeal the final decision of the District via the Grievance Procedure. ~~Written notice of such grievance must be delivered within ten (10) business days of the final Skelly decision. Failure to file such a grievance within ten (10) business days from notice of the Skelly decision shall constitute a waiver of grievance rights and acceptance of the District's final decision on discipline.~~

5. Term of Agreement, Section 20.1:

Effective July 1, 2024, the Parties agree to the following revision to Article 20.1:


20.1 The parties agree to a ~~two (2)~~ **one** (1) year term of this agreement, ~~2023-2024 and 2024-2025.~~

For AFSCME


Renee Alvarez (May 29, 2024 16:52 PDT)

Renee Alvarez


For Sequoia Union High School District


Todd Beal (May 30, 2024 10:14 PDT)

Todd Beal


Christopher Schoephoerster (May 30, 2024 06:36 PDT)

Christopher Schoephoerster


ABDUL JOHNSON (May 30, 2024 09:37 PDT)

Abdul Johnson


Dated: _____




Freedom Siyam

Dewrell Wesley

Dewrell Wesley


Grant Steunenberg (May 30, 2024 13:33 PDT)

Grant Steunenberg


Karen Rezendes (Jun 18, 2024 12:55 PDT)

Karen Rezendes

Dated: Jun 18, 2024







SUHSD and AFSCME TA 05.29.24

Final Audit Report

2024-06-18

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