

SUMMARY OF TENTATIVE AGREEMENTS REACHED

Between San Diego Unified School District (District) and the Administrators Association San Diego (AASD) Classified Bargaining Unit 2022 Successor Collective Bargaining Agreement

The District and AASD Classified reached tentative agreements for a three year CBA effective July 1, 2022 through June 30, 2025, including the following Articles (see attached):

1. Article 2 (Organizational Rights)
2. Article 4 (Wages)
3. Article 5 (Hours)
4. Article 6 (Health and Welfare Benefits)
5. Article 7 (Promotion, Transfer, and Administrative Reassignment)
6. Article 8 (Classified Leaves, Vacation, and Holidays)
7. Article 11 (Organizational Security)
8. Article 13 (Unit Member Rights)
9. Article 14 (Safety Conditions for School Police Unit Members)
10. Article 15 (Duration)
11. Appendix C (Salary Rules)
12. Term Agreement 2021-2022

The Parties reached a complete agreement regarding a Successor Bargaining Agreement effective July 1, 2022 through June 30, 2025. All other articles and appendices not listed here shall remain as reflected in the Collective Bargaining Agreement dated July 1, 2020 through June 30, 2022.

Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit
November 2, 2022

ARTICLE 2. ORGANIZATIONAL RIGHTS

Section 1: ASSOCIATION REPRESENTATION

The method of selection of AASD stewards is solely the responsibility of AASD. The District agrees to recognize AASD appointed stewards and officers who may receive complaints and grievances, conduct AASD business appropriate to the administration of this contract, and conduct such other AASD business not otherwise precluded by this Agreement.

AASD representatives (staff, officers, and stewards) shall be granted access to district premises for the purposes of administration of this Agreement and shall have the right during their regular work hours to investigate, present, and process grievances; to attend, at the request of the unit member, any conference at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action; and to conduct appropriate and official AASD business, without loss of time, pay, or benefits, providing that all time shall be paid at their regular rate of pay.

AASD leadership and their designees shall complete the Discipline/Grievance Process Reimbursement and Bargaining Sign In Sheet forms provided by the District for purposes of assisting in filing a mandated costs reimbursement claim with the State of California.

Section 2: USE OF DISTRICT FACILITIES AND DISTRICT MAIL SERVICE

- A. AASD shall have the right to reasonable use of district buildings and facilities upon reasonable notice by the AASD to the District.
- B. AASD shall be permitted reasonable use of the District mail service or unit member mailboxes, and electronic technologies for communication with bargaining unit members.

Section 3: DATA PROVIDED BY THE DISTRICT

- A. **Unit Member Data.** The District will provide AASD without cost, a hard copy and/or electronic copy of a listing of unit members. This list will include each unit member's employee identification number, name, address, home telephone number, District e-mail address, job site, site/department (work location), cost center code, date of hire, position

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.

title and the position code, assignment type, work year code, position equivalent, unit member status (permanent or probationary), seniority within classification, District seniority date, current hire date, and salary/step/rate and union membership status. (Addresses and telephone numbers will be deleted where privacy has been requested by the unit member.)

- B. **Budget Information.** Upon request, the District will provide AASD with a hard copy of the planning and final budget reports submitted annually to the County Office of Education and the State Department of Education. Electronic copies are available through the district's website.
- C. **Charter School Proposals/Renewals.** The District will provide AASD with a hard and/or electronic copy of all new proposed charter schools and/or charter school renewals prior to the Board of Education taking action on such items.

Section 4: PROFESSIONAL GROWTH

- A. **Meetings and Conferences.** AASD and the District will co-sponsor professional growth meetings and conferences, for AASD unit members.

The District will allow AASD members to plan these activities and to attend them during working hours. The District will allow the dissemination of publicity about these activities through regular district channels. The District will allow district A/V equipment to be used at these cosponsored/sponsored activities if it is not needed for other district activities.

- B. **Classified AASD Professional Growth Fund.** The District and AASD shall each contribute \$4,000 annually to the Classified AASD Professional Growth fund. AASD shall have the right of determination of and authorization for expenditures from this fund, including using funds to defray the cost for AASD unit members attendance at AASD-sponsored professional development offerings. AASD shall ensure equitable usage of these funds amongst bargaining unit members. AASD shall forward reimbursement requests to the District for processing following their approval of the expenses. AASD shall directly provide unit members with reimbursement and shall in turn be reimbursed by the District for such payments. Expenditures shall not exceed the total funds available. The District will notify AASD if the availability of funds is insufficient to meet the requests submitted by AASD. Funds not expended shall accrue from year to year.
- C. Unit members who participate in professional development activities or take coursework related to job-connected skills or potential careers with the District may qualify to have the cost of the activity fees, tuition, textbooks or any other reasonably related expenses covered by the Professional Growth Fund. Excluded from these costs is the cost of travel, accommodations, mileage, pay outside the unit member's normal workday (overtime pay), or any type of per diem.

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- D. The District is committed to ensuring high quality professional development of all of its leaders. To that end, the District will continue the past practice of partnering with AASD in support of the annual Spring Conference.

Section 5: CALENDAR

- A. The District agrees to establish a joint Calendar Committee composed of at least two (2) AASD representatives selected by AASD. The purpose of this Committee shall be to develop a multi-year master calendar ~~that includes traditional and single-track year-round schedules, non-paid holidays, and other non-paid days.~~ It shall be the goal of this Committee to present the calendar to the Board of Education for adoption one (1) year prior to its implementation.
- B. In the event that AASD disagrees with the Committee's recommendations, the District, upon request, agrees to negotiate with AASD on the proposed Master Calendar prior to its adoption by the Board. Such negotiations shall take place, as necessary, separate and apart from regular contract negotiations. Negotiations shall commence sufficiently in advance so that agreement can be reached prior to the new calendar(s) being adopted by the Board of Education.
- C. Any and all other considerations provided to any district bargaining group relative to this Committee shall be provided to AASD.

Section 6: COMMITTEES

- A. AASD shall be responsible for appointing or electing representatives to committees charged with making decisions or recommendations which affect the terms and conditions of employment of unit members covered under this Agreement.
- B. The District supports AASD members attendance at AASD events, including AASD's Board of Directors and committee meetings.

Section 7: DISTRIBUTION OF AGREEMENT

The District shall post this agreement and all amendments thereto on the District's website within thirty (30) calendar days of Board of Education approval of the agreement. AASD shall also be provided an electronic version of the agreement by that date.

Section 8: ADMINISTRATION OF AGREEMENT

The Superintendent, or designee, will meet regularly with the AASD President or designee.

Section 9: UNIT MEMBER RELEASE

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.

AASD shall have an unlimited number of workdays per fiscal year (July 1 - June 30) of leave to use for association business. However, the number of days used by an individual unit member for association business cannot exceed ten (10) workdays.

The Executive Board and Officers (President, Past President, Vice Presidents, and Secretary/Treasurer) of AASD, shall have an unlimited number of days to utilize for association business.

AASD will reimburse the District for the cost of the substitute for such absences.

In the event that there are problems or concerns with the implementation of association leaves, either by the District or AASD, these issues shall be brought for resolution to the Chief Human Resources Officer, or designee, and the AASD President or designee.

Section 10: SIDE LETTERS AND OTHER AGREEMENTS ENTERED INTO BETWEEN THE PARTIES DURING THE TERM OF THE AGREEMENT

The current Collective Bargaining Agreement and its appendices represent all agreements regarding mandatory subjects of bargaining between the District and AASD in effect on June 30, ~~2017~~2021. Any other agreements not explicitly incorporated into the Collective Bargaining Agreement, shall be unenforceable and not grievable. During the term of this Agreement, any additional agreements between AASD and the District must be made in writing and shall specify a term, or shall expire upon ratification of the successor agreement between the Parties, unless explicitly incorporated into the successor Collective Bargaining Agreement. Signatories to all agreements shall include the President of AASD and/or his/her designee and the Executive Director of Labor Relations for the District and/or his/her designee. Agreements will only continue beyond expiration of the Collective Bargaining Agreement if explicitly incorporated into the Collective Bargaining Agreement. Any agreements entered into this section shall be grievable unless explicitly stated to the contrary.

FOR THE DISTRICT:

FOR AASD - CLASSIFIED:

DocuSigned by:
Jessica Falk Michelli
November 3, 2022
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Jessica Falk Michelli
Executive Director

DocuSigned by:
Donis Coronel
November 2, 2022
9D512E0EE24F411...
Donis Coronel
Executive Director

DocuSigned by:
Acacia Thede
November 3, 2022
0B6823B0574B4BF...
Acacia Thede
Chief Human Resources Officer

DocuSigned by:
[Signature]
November 2, 2022
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Jesus Montana
AASD Classified - Chair

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.

**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

June 7, 2023

ARTICLE 4. WAGES

Section 1: SALARY

- A. ~~The salary schedules in effect July 1, 2017, shall remain for the 2017-2018 and 2018-2019 fiscal years.~~ Effective July 1, 2022, all salary schedules and corresponding rates of pay shall be increased by ten percent (10%).
- B. Effective July 1, 2023, all salary schedules and corresponding rates of pay shall be increased by five percent (5%).
- C. The District and the Association shall reopen negotiations on this article during the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.
- D. During the term of this agreement, the following Equity Clause provisions will apply:
 - 1. If any other bargaining unit, the Non-Represented Management employee group or the Confidentials Unit receives enhanced health and welfare benefits, AASD will receive the same enhanced benefit.
 - 2. If any other bargaining unit, Non-Represented Management employee group or the Confidentials Unit receives an across-the-board on-schedule base salary increase or a new across-the-board off-schedule bonus, AASD will receive the same increase or bonus. This obligation will not be triggered by:
 - a. Increases or enhancement to any other bargaining unit, the Non-Represented Management employee group or the Confidentials Unit, that will be paid for with resources currently allocated to that unit.

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- b. Increases or enhancements given to any employee group as a result of grievance or other wage-related settlement agreements
 - c. Compensation or benefits provided to non-AASD employees or employee groups which are already extended to the AASD bargaining unit(s) under an existing collective bargaining agreement.
- E. In addition to the rights afforded in Section C1-2: in the event that the District receives or identifies additional new State or Federal funds, which are noncategorical, unrestricted, not based on ADA growth, not from proceeds of the lottery, and do not represent reimbursement of expenditures made by the District, AASD shall have the right to a meeting with the District to discuss the allocation of these funds to the various budget categories.
- F. In addition to the rights afforded in Section C1-2, in the event that the District through its budget process identifies any additional funds; Average Daily Attendance (ADA) growth, unidentified revenue, revenue, categorical, noncategorical, restricted, unrestricted funds, reserves, Cost of Living Adjustment (COLA), AASD shall have the right to a meeting with the District to discuss the allocation of these funds to the various budget categories.

Section 2: MILEAGE

Effective July 1, 2023, approved mileage for unit members will be the current applicable Internal Revenue Service rate. Unit members will submit mileage forms for approval and any payment.

Section 2 3: EXEMPT UNIT MEMBERS REQUIRED TO WORK ON A DESIGNATED HOLIDAY

Exempt unit members required to work on a designated holiday shall be paid an additional day's pay in addition to ~~his/her~~ their regular pay for holiday or given compensating time off in accordance with Education Code 45130.

Section 3 4: PLACEMENT IN A LOWER JOB CLASSIFICATION

When a permanent unit member is reassigned to a position in a lower job class resulting from a position classification review, or demoted in lieu of layoff, or for some other reasons in the ~~d~~District's best interest, the unit member will be placed on the step at the same dollar rate, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the rate does not appear in the lower salary grade because

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the maximum rate is less than the unit member's salary will be maintained as it was prior to demotion for a period not to exceed twelve (12) months unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the twelve (12) month period, the salary will be changed to the maximum for the lower job class. Permanent unit members so protected and who are assigned on a temporary basis, for up to ninety (90) calendar days, to a position in the job class from which ~~he/she was~~ they were demoted in lieu of layoff will be placed on the same salary step of the range of the job class as that held at the time of demotion. When such temporarily reassigned unit member is again moved to the lower job class, ~~he/she~~ they will received the same dollar rate as was originally protected and the original twelve (12) month period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

Section 4 5 : CLEANING/CLOTHING ALLOWANCE – SCHOOL POLICE CAPTAINS

- A. The District shall pay sworn school police unit members and supervision community service officer personnel a monthly stipend of \$80.00per month (\$960.00 annually) for cleaning, maintenance, and upkeep of the ~~the~~ District issued uniforms. The stipend will be paid in twelve (12) equal payments. Such stipend will not be paid to a unit member while on unpaid leave of absence of thirty (30) days or more but will resume upon return to duty.

Should other sworn officers receive an increase in cleaning/clothing allowance during the term of this agreement, sworn school police personnel and supervising community service officers will receive a similar increase, not to exceed a stipend amount totaling \$100.00 per month (\$1,200 annually).

- B. The District shall provide first issue uniforms and related gear to new hires. All unit members that receive a uniform allowance shall be responsible to replace uniforms and footwear. The District shall continue to provide replacement safety equipment.

Section 5 6: POST CERTIFIED TRAINING

- A. The District will reimburse school police unit members for the cost of meal expenses related to attending out of county POST certified and reimbursable trainings up to the reimbursable amount specified/received by the District from POST.
- B. The District shall reimburse unit members for the cost of meal expenses related to attending local POST certified and reimbursable trainings that are submitted with receipts, up to the reimbursable amount specified/received by the District from POST.

Section 6 7: SAFETY RETIREMENT FOR SWORN SCHOOL POLICE UNIT MEMBERS

- A. The PERS Safety Retirement Plan for all sworn school police unit members includes Credit for Unused Sick Leave and One Year Final Compensation.

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- B. Effective July 1, 2013 the PERS Safety Retirement Plan for all sworn school police unit members that are not defined as “New Members” within the meaning of PEPRA is three percent (3%) at fifty (50). The PERS Safety Retirement Plan for all sworn school police unit members defined as “New Members” within the meaning of PEPRA is two point seven percent (2.7%) at fifty-seven (57).
- C. In accordance with the concept of total compensation, the Parties have agreed to move a percentage of the employer contribution to the employee compensation into a manner that is cost neutral to the District and the employee. To reach base salary cost neutrality, the Parties have eliminated three (3) special pay additives (Community Relations Differential, Internal Investigations Differential, and Training Manager/Background Investigator Differential) effective January 1, 2014.
 - 1. Effective January 1, 2014, all sworn school police unit members that are not “New Members” within the meaning of PEPRA shall pay an additional six and one-half percent (6.5%) (for a total of 9.0%) toward the employee’s contribution to CalPERS. In exchange, all sworn school police unit classifications will receive an increase in base of six and one-half percent (6.5%)
- D. All unit members who are “New Members” within the meaning of PEPRA shall pay fifty percent (50%) of the CalPERS determined normal cost beginning on the employee’s date of hire.

Section 7 8: 457 PLAN FOR SCHOOL POLICE UNIT MEMBERS

The District agrees to afford School Police Services bargaining unit members the ability to participate in the 457 plan.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli June 13, 2023
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 Jessica Falk Michelli Date
 Executive Director, Labor Relations


FOR AASD – CLASSIFIED:

DocuSigned by:
Donis Coronel June 12, 2023
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 Donis Coronel Date
 Executive Director, AASD

DocuSigned by:
Jodie Macalos June 12, 2023
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 Jodie Macalos Date
 Executive Director, Finance

DocuSigned by:
 June 13, 2023
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 Jesus Montana Date
 Classified Bargaining Chair, AASD

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**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unitten**

April 27, 2022

ARTICLE 5. HOURS

Section 1: WORKDAY AND WORKWEEK

- A. The District and AASD recognize the principle of a unit member eight (8) hour workday, and a forty (40) hour workweek for classified persons employed on a full-time basis during the regular school year. If an exempt unit member is required by their supervisor to report to work on non-work day the unit member will be compensated at the unit member's daily rate of pay or provided with a compensatory day off.
- B. Daily work schedules will generally be determined by the work assignment and the individual unit member's responsibilities. Unit members will work collaboratively with their supervisors when establishing their work hours.
- C. Alternate workweeks should only be considered if the same or improved quality and quantity of service can be supplied at no additional cost to the District.

Classified unit members are eligible to participate in the following alternative workweeks by mutual agreement between the unit member and their supervisor.

- 1. A forty- (40) hour work week consisting of four (4) ten- (10) hour days
 - 2. Eighty (80) hours scheduled over a two- (2) week period consisting of eight (8) days at nine (9) hours, one (1) day at eight (8) hours, and one day off (eight [8] by nine [9]).
- D. Unit members who are in paid status during any portion of a workday immediately preceding or following a holiday shall be paid for that holiday. Unit members who are not assigned to duty during a school recess period shall be paid for holidays occurring during that period provided they were in a paid status during any portion of a workday of their normal assignment immediately preceding or following that holiday period.
 - E. ~~Unit members assigned to twelve (12) month Modified Work Year during the period in which the work year is modified, shall not have to meet the requirements of being in paid status during any portion of their workday of their normal assignment immediately preceding or following a holiday period for eligibility for holiday pay.~~

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Section 2: ~~REDUCTION OF WORK YEAR~~

For 2017-2018 and 2018-2019 the work year for unit members will be temporarily reduced as follows:

~~A. AASD Unit Members Excluding School Police Effective July 1, 2017:~~

~~1. Traditional Work Year Calendars~~

- ~~i. 10 Month (217 day) calendars shall be reduced by eleven (11) furlough days, consisting of six (6) days during Winter Break and five (5) days during Spring Break. The work year shall be 206 days. Unless the parties agree to extend the furlough, effective July 1, 2019 employee's pay will no longer be reduced by eleven (11) furlough days.~~
- ~~ii. 11 Month (239 day) calendars shall be reduced by thirteen (13) furlough days, consisting of six (6) days during Winter Break, five (5) days during Spring Break and two (2) days in July. The work year shall be 226 days. Unless the parties extend the furlough, effective July 1, 2019 employee's pay will no longer be reduced by thirteen (13) furlough days.~~

~~2. Year Round Work Year Calendars~~

- ~~i. 10 Month (217 day) calendars shall be reduced by eleven (11) furlough days, consisting of six (6) days at Winter Break and five (5) days during Spring Break. The work year shall be 206 days. Unless the parties agree to extend the furlough days, Effective July 1, 2019 employees pay will no longer be reduced by eleven (11) furlough days.~~
- ~~ii. 11 Month (239 day) calendars shall be reduced by thirteen (13) furlough days, consisting of six (6) days during Winter Break, and seven (7) days during Spring Break. The work year shall be 226 days. Unless the parties agree to extend the furlough days, effective July 1, 2019 employee's pay will no longer be reduced by thirteen (13) furlough days~~

~~3. 12 Month Work Year Calendars~~

- ~~i. 12 Month work year calendars shall be reduced by fourteen (14) furlough days, consisting of six (6) days during Winter Break, five (5) days during Spring Break and three (3) days during the week of Thanksgiving. Unless the parties agree to extend the furlough, effective July 1, 2019 employee's pay will no longer be reduced by fourteen (14) furlough days.~~

- ~~4. For the 2017-2018 and 2018-2019 work year, the District shall establish the calendars for each employee group. Employees who have an individual need to adjust their calendar shall obtain approval from their supervisor. If a dispute arises~~

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~~over changes to a calendar, the matter will be referred to the appropriate division chief for resolution with an AASD representative present for the discussion.~~

~~B. School Police Unit Members Effective August 1, 2017~~

- ~~1. For 2017-2018 and 2018-2019 12 Month work year calendars shall be reduced by fourteen (14) furlough days. Unless the parties agree to extend the furlough, effective July 1, 2019 employee's pay will no longer be reduced by fourteen (14) furlough days.~~
- ~~2. Effective July 1, 2017, pay distribution will remain a 12 pay system that will pay monthly in equal increments and the employees' salaries shall be reduced by the value of the fourteen (14) furlough days. Unless the parties agree to extend the furlough, effective July 1, 2019 employee's pay will no longer be reduced by fourteen (14) furlough days.~~
- ~~3. For 2017-2018 and 2018-2019 work year each school police bargaining unit member shall submit for approval to the Police Chief, or designee, the bargaining unit member's proposed individual calendar identifying the fourteen (14) non-work days for the work year reduction for the upcoming fiscal year. Proposed calendars shall be submitted for approval no later than June 1st each year. The Police Chief, or designee, will approve the reduced work year calendars based on operational needs. The parties agree that for the 2017-2018 year only, employees may not identify their non-work days between July 1, 2017 through July 31, 2017.~~

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli September 23, 2022

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 Jessica Falk Michelli Date
 Executive Director, Labor Relations


DocuSigned by:
Acacia Thede September 14, 2022

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 Acacia Thede Date
 Chief Human Resource Officer

FOR AASD - CLASSIFIED:

DocuSigned by:
Donis Coronel September 14, 2022

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 Donis Coronel Date
 Executive Director, AASD

DocuSigned by:
 September 14, 2022

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 Jesus Montana Date
 Classified Bargaining Chair, AASD

**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

June 8, 2023

ARTICLE 6. HEALTH AND WELFARE BENEFITS

The District and the Association shall convene a work group to collaborate on the implementation of language related to the Retirement Medical Trust (RMT) for School Police members. The Parties agree to reopen negotiations on Article 6 – Health and Welfare Benefits during the term of this Agreement only for the purpose of updating the RMT language.

Section 6.0: BENEFITS AND REOPENERS DURING THE TERM OF THE SUCCESSOR AGREEMENT

- A. For the term of this ~~a~~Agreement, the District shall continue to absorb the full cost of the benefit package.
- B. The Parties acknowledge that during the term of the ~~a~~Agreement they may need to implement required changes necessitated by enumerated state and federal law or implementing regulations (such as the Affordable Care Act), but such negotiations shall not constitute a reopener by either Party.

Section 6.1: ELIGIBILITY

- A. Eligible unit members are those active monthly salaried unit members working one-half (1/2) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on District-approved unpaid leaves may continue their medical, dental, vision, and/or life insurance coverage by remitting the required fee to the District.
- B. Eligible dependents are: A unit member's legal spouse (consistent with the requirements of this ~~s~~Section) who has not entered a final decree of divorce, ~~or~~ an annulment, or legal separation from the unit member and is not on active duty as a member of the armed forces or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this Agreement and that such rules and requirements shall extend to all plans and coverage provided in this Article,

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whether contracted through ~~San Diego County~~ California Schools Voluntary Employee Benefits Association (VEBA), self-funded by the District or directly contracted by the District.

~~The Parties' intent is to recognize that eligibility shall be determined in accordance with state law. As such, the Parties agree that during the term of the Agreement, unless and until there is a clarification or change in the law, domestic partners will continue to be eligible for the same benefits afforded legally married spouses. The Parties agree that a current unit member's domestic partner will cease eligibility for benefits at the end of the plan year during which the State Legislature clarifies or eliminates requirements regarding offering benefits to domestic partners and legally married spouses.~~

For the purpose of this sSection, filing of a Declaration of Domestic Partnership with the Secretary of State of California is considered equivalent to legal marriage. Where a Declaration has been filed by an employee and their domestic partner and is considered to be in effect under state law, the term "legal spouse" shall be considered applicable, and supersede references to "domestic partner", except as it applies to federal COBRA eligibility. Current state law allows Declarations ~~to be filed by opposite sex domestic partners from same sex domestic partners.~~ For opposite sex domestic partners, if both are under age sixty-two (62), a Declaration must be filed with the State. ~~where~~ If one or both are over sixty-two (62) years old, and they must meet the eligibility requirements for old age benefits under the Social Security Act.

- C. To be eligible for medical benefits upon implementation of the Affordable Care Act ~~on January 1, 2014,~~ a unit member's child (including any stepchild, child of the unit member's domestic partner (as defined in 6.1 B), legally adopted children, or child for whom the unit member is named legal guardian by court order) must not have attained ~~his/her~~ their twenty-sixth (26th) birthday. For a child for whom the unit member is named legal guardian by court order, the term of eligibility is pursuant to the court order.
- D. To be eligible for dental benefits, vision benefits, and optional dependent life insurance, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner (as defined in 6.1 B), legally adopted child, or child for whom the unit member is named legal guardian by court order) must ~~be less than~~ not have attained their twenty-sixth (26th) ~~years of age~~ birthday. For a child for whom the unit member is named permanent legal guardian by court order, the term of eligibility is pursuant to the court order.
- E. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner (as defined in 6.1 B), legally adopted child, or child for whom the unit member is named legal guardian by court order) who is at least twenty-six (26) years of age, is primarily dependent upon the unit member for support and maintenance, and is incapable of self-sustaining employment because of mental or physical disability and has been approved by the medical carrier as totally disabled prior to age twenty-six (26) is eligible for medical, dental, and vision benefits.

Section 6.2: EFFECTIVE DATE AND TERMINATION OF COVERAGE

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- A. For unit members whose first day of paid service in a monthly salaried position occurs from the 1st of the month through the 15th of the month, coverage will commence on the first day of the month following the first day of paid service in a monthly salaried position. Unit members whose first day of paid service occurs after the 15th of the month will become eligible for benefits effective the first day of the second full month of employment.
- B. Dependent coverage commences on the same date as the unit member's coverage or the date the dependent becomes an eligible dependent, whichever is later.
- C. A unit member having established eligibility for ~~the~~ District benefits will have coverage for the balance of the month in which the last day in paid status occurs when separating from a bargaining unit position or initiating an unpaid, long-term leave of absence.
- D. Dependent coverage terminates on the date unit member coverage terminates or the date the dependent no longer qualifies as an eligible dependent, whichever occurs first.
- E. For purposes of beginning or terminating health coverage, unit members who are on a Family Care Leave, or are otherwise approved for ~~the~~ District coverage by Board resolution, are treated as if the unit member is in paid status.
- F. If a unit member does not enroll for coverage for self and eligible dependents under a ~~the~~ District-sponsored medical, dental, and/or vision plan or does not enroll a newly eligible dependent within thirty-one (31) days of becoming eligible or allows such coverage to terminate, the unit member will not have the opportunity to enroll for such coverage until the next annual open enrollment period ~~each year~~.

Section 6.3: MEDICAL BENEFITS PLANS

- A. The Parties agree to determine a mutually agreed-upon medical benefits administrator. Currently, it is mutually agreed between the Parties that medical benefits will be offered solely through the ~~San Diego County~~ California Schools Voluntary Employee Benefits Association (VEBA).
- B. Consistent with the cost allocation set forth in Section 6.0 above, the District shall pay the cost of the medical plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the cost of the agreed-upon medical plan options consistent with the cost allocation set forth in Section 6.0 above.
- C. Currently, the District will provide the following medical benefit options under the VEBA program:
 - 1. Kaiser HMO
 - 2. United HealthCare HMO

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3. United HealthCare PPO

Section 6.4: DENTAL BENEFITS PLAN

- A. The Parties agree to determine a mutually agreed-upon dental benefits administrator. Currently, it is mutually agreed between the Parties that dental benefits will be offered through Delta Dental and Western Dental.
- B. Consistent with the cost allocation set forth in Section 6.0 above, the District shall pay the cost of the dental plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the cost of the agreed-upon dental plan options consistent with the cost allocation set forth in Section 6.0 above.
- C. The District will provide the following three (3) dental benefit plan options under the VEBA program to eligible unit members and eligible dependents:
 - 1. Delta Dental PPO
 - 2. Western Dental Services
 - 3. Delta Dental Deltacare USA
- ~~D. Effective March 15, 2015, the Parties shall conduct a Request for Proposal (RFP) to interview and select a carrier to provide dental benefits for the 2016 medical year. Plan bids shall include Delta Dental PPO, Delta Deltacare USA and Western Dental Services. AASD's proportionate share of any savings realized through the RFP selection process shall be utilized to improve dental benefits.~~

Section 6.5: VISION INSURANCE

The Parties shall agree to a mutually agreeable vision provider. At this time, it is mutually agreed between the Parties that vision benefits will be offered solely through the Vision Service Plan (VSP). The vision benefits in effect immediately prior to the effective date of this Agreement remains in full force and effect. The District shall pay the full cost of the vision plan option selected consistent with the cost allocation set forth in Section 6.0 above.

Section 6.6: LIFE INSURANCE

- A. The group term life insurance benefit in effect immediately prior to the effective date of this Agreement remains in full force and effect for the duration of this Agreement, unless mutually agreed upon by the Parties. This benefit shall be equal to annual salary or \$7,500, whichever is greater. Annual salary shall be the monthly salary in effect on the last day of paid service times the number of months in the unit member's normal assignment year. ~~Currently, the group term life insurance policy is being provided through the Hartford Life Insurance Company.~~

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- B. Unit members may purchase, through payroll deduction, additional employee and dependent life insurance under conditions specified by the carrier and the District. ~~The carrier for this coverage is currently Hartford Life Insurance Company.~~ The plan shall provide various levels of coverage which the unit member may choose to purchase, portability, and the payment of accelerated death benefits to terminally ill unit members/dependents.

Section 6.7: HEALTH AND WELFARE ~~BENEFITS ADVISORY COMMITTEE~~

- A. The Parties agree to the appointment of a District-wide Health and Welfare ~~Benefits Advisory~~ Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work to maintain a quality benefit package. The Committee shall establish its own meeting schedule.
- B. The Committee will review District health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, agreements with providers and other appropriate plan details.
- C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the annual open enrollment shall be made no later than ~~ninety thirty (90 30) days before~~ prior to the start of open enrollment of the same calendar year. begins. The Committee shall have up to ~~The date can be extended to allow a minimum of thirty (30) calendar days from the date the Committee receives medical benefit premium quotes from the mutually agreed to provider/administrator. before its recommendations for any potential changes are due.~~
- D. The Committee may review and make recommendations regarding contracts with carriers prior to decision and adoption by the Board of Education.
- E. During the term of this Agreement, the Committee agrees to research creative ways to reduce the cost of the benefits program and may recommend to the District and the Association that certain reductions be made to fund improvements elsewhere in the benefits package.

Section 6.8: GENERAL

- A. When two ~~d~~District employees are spouses and are both eligible for a benefit plan based on their employment status with the District:
 - 1. Under the dental and vision plans provided under this Agreement, each spouse can cover the other as a dependent. Dependent children may be covered as dependents under both parents.

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2. Under the medical plans provided under this Agreement, each spouse can choose ~~his or her~~ their own medical benefits plan. Dependent children may be covered as dependents under one parent or under the other, but not under both.
 3. Medical, dental and/or vision records of unit members and their dependents relating to benefit claims shall be maintained only in the offices of the medical, dental, or vision providers/carriers or third party administrators contracted to provide claims processing.
- B. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 6.3.C or the dental plans referred to in Section 6.4.A may elect to change plans only during the annual open enrollment period. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 6.3.C may elect to change plans only during the annual open enrollment period.
- C. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- D. A spouse of either a deceased unit member or a retiree (who was receiving a monthly benefit under the State Teachers' Retirement System or Public Employees' Retirement System at the time of his or her death) may continue participation in the medical plans referred to in Section 6.3.C To qualify under this provision, all of the following requirements must be met.
1. The unit member or retiree must have been covering ~~his/her~~ their qualified dependents under one of the medical plans referred to in Section 6.3.C at the time of ~~his/her~~ their death.
 2. The spouse must notify the Employee Benefits Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.
 3. Required contributions must be received by the Employee Benefits Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District with due dates determined by the District.
- E. Unit members who are separated due to a reduction in force shall receive ~~the~~ District medical, dental and vision coverage for a three (3) month period beyond the date of layoff and may continue thereafter to retain coverage for an additional eighteen (18) months under COBRA by paying the required fee to the District.

Section 6.9: AASD RETIREMENT BENEFITS FUND

- A. The District will continue the Retiree Medical Fund for AASD. **Effective January 1, 2017, the deposit to the fund shall be one hundred twenty-six thousand six hundred fifty-five (\$126,655)**

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dollars. The District shall thereafter annually deposit to this fund an amount equal to the prior year's deposit, increased by the same percentage by which the AASD salary schedules are increased as set forth in Article 4: Wages, less advance deposits, if any, as described in paragraph E. This fund shall be used exclusively to reduce the annual contributions paid by eligible retirees participating in a ~~the~~ District-sponsored group medical plan by the amount established by paragraph D. At the request of AASD, the Parties shall meet annually to review the Fund balance.

- B. A retiree who meets all of the following conditions will be eligible for this benefit.
1. The employee had seventeen (17) years of service with the District (excluding unpaid leaves of absence) and is receiving a monthly retirement benefit from the Public Employees' Retirement System (PERS) or State Teachers' Retirement System (STRS).
 2. The employee is under age sixty-seven (67) as of the retirement effective date with PERS or STERS.
 3. The employee was covered under a ~~the~~ District-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and has maintained continuous coverage under such plan since the retirement effective date.
 4. The employee has chosen to maintain coverage under a ~~the~~ District-sponsored group medical plan as a retiree by signing the appropriate form indicating willingness to make the appropriate contribution to the District.
 5. Retired spouses with dual Retirement Medical Fund contributions eligibility may apply both contributions towards the cost of maintaining only one plan (rather than two separate plans) if they so desire. The spouses may be from different employee groups. The amount and duration of each member's contributions will be determined by the agreement of the specific employee group to which the spouse belongs.
- C. For all retirees participating in this Retiree Medical Fund on or after January 1, 2002, eligibility for this benefit shall cease at the end of the month in which the retiree dies, reaches age sixty-seven (67), or when the retiree ceases to make the required contributions, whichever occurs first. The retiree may continue coverage in the ~~the~~ District-sponsored medical plan beyond age sixty-seven (67) by contributing the full cost of coverage to the District. All other provisions of the group medical plan shall remain in effect.
- D. Upon ratification of this agreement, the monthly deduction will be one hundred and fifty dollars (\$150.00) per month, per eligible retiree. During the term of this Agreement the District and AASD may agree to change the monthly deduction and establish a date of implementation for the change.
- E. If at any time the Fund balance is not sufficient to provide for the monthly reduction established in paragraph D, the District shall make advance deposits(s) as necessary to the Fund to provide for the continuation of the reestablished reduction through June 30 of the same fiscal year. If advance

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deposit(s) is (are) made, then on July 1 the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous July 1.

F. School Police Unit members are exempt from this section.

Section 6.10: AASD RETIREE MEDICAL TRUST FOR SCHOOL POLICE UNIT MEMBERS

A. AASD Classified members who are part of the San Diego Schools Police Management Association (SDSPMA) shall not participate in the AASD Classified Retirement Benefit Fund (AASD Retirement Benefits Fund) but shall be enrolled in the PORAC RMT.

B. School Police Unit Members will participate in an employee welfare medical trust fund benefit program called the PORAC Retiree Medical Trust, with the following conditions:

1. SDSPMA Joinder of SDSPMA PORAC Retiree Medical Trust. AASD and the District agree that saving for retiree medical benefits shall be the responsibility of both parties. AASD has joined the Peace Officer's Research Association of California (PORAC) Retiree Medical Trust (RMT) as SDSPMA. The PORAC Joinder Agreement shall be between the AASD/SDSPMA and PORAC RMT and the District has acknowledged the funding to the PORAC RMT established in this agreement and agrees to make certain contribution reports to the PORAC RMT.
2. The purpose of the RMT shall be to provide for retiree health expense reimbursement benefits. The RMT shall be and remain separate and apart from any SDUSD health insurance funding program, unless changed by mutual agreement of the parties to this agreement.
3. Monthly Contributions to SDSPMA PORAC RMT. The District shall make a monthly contributions of \$100.00 per employee, combined with a mandatory employee contribution of \$50.00, on a pre-tax basis to the SDSPMA PORAC RMT, totaling \$150.00 per employee per month.

The District shall remit the above contribution directly to the SDSPMA PORAC RMT for the duration of this agreement. The District shall remit the contributions monthly, following the payroll confirmation process, in one aggregate payment directly to the custodian of the SDSPMA PORAC RMT. In addition, the District shall submit a monthly report of contributing employees to the SDSPMA PORAC RMT Trust Office.

C. Termination of District Fund. After the SDSPMA PORAC RMT receives the first monthly payroll contributions, the District shall cease to set aside any monies for retiree healthcare for current or future SDSPMA employees in the AASD Fund or the POA PORAC RMT.

Section 6.11: LONG-TERM DISABILITY INSURANCE FOR SCHOOL POLICE UNIT MEMBERS

The District shall remit to PORAC an amount equal to the full cost of the Peace Officers' Research Association of California's (PORAC) long-term disability insurance plan, not to exceed \$360.00 per month,

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multiplied by the number of represented positions in the unit receiving such insurance. The District shall report as income on each unit member’s W-2 form the yearly amount paid to PORAC on that unit member’s behalf. The District shall maintain in full force and effect the PORAC long-term disability plan in which its members were enrolled on July 1, 2017 for the term of this Agreement. In the event that the Parties desire to change the LTD insurance provider, they shall meet and confer with one another.

Section 6.12: FLEXIBLE SPENDING ACCOUNTS

The District shall implement Health and Dependent Care Flexible Spending Accounts (FSA’s) in accordance with Section 125 of the Internal Revenue Code. Unit members eligible to avail themselves of this program are those unit members in paid status in monthly salaried positions of one-half (1/2) time or more. The FSA Plan year shall be the calendar year. An annual election period shall be held during the annual open enrollment period thereafter. The elective period for newly eligible unit members shall be the thirty-one (31) day period following the date they first become eligible. During each election period, eligible unit members shall make a written election to decline or to participate in this Program. Unit members who do not elect to participate when first eligible will not have the opportunity to do so until the next annual ~~election~~ open enrollment period.

During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (up to a maximum per plan year up to the limits allowable under the law). Such amount shall serve to reduce the unit member’s salary on a pro rata basis each month except July and August. The Parties shall agree to a mutually agreeable administrator of the FSAs. In accordance with IRS regulations, any money remaining in a unit member’s FSA ninety (90) days after the close of the plan year shall be forfeited and shall be used by the District to offset the administrative costs of the Program. AASD reserves the right to review annually District records pertaining to and savings/expenses related to this Program

FOR THE DISTRICT:

FOR AASD – CLASSIFIED:

DocuSigned by:
Jessica Falk Michelli June 13, 2023
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Donis Coronel June 12, 2023
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Donis Coronel Date
Executive Director, AASD

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Jodie Macalos June 12, 2023
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Jodie Macalos Date
Executive Director, Finance

DocuSigned by:
Jesus Montana June 13, 2023
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Jesus Montana Date
Classified Bargaining Chair, AASD

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**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

April 27, 2022

ARTICLE 7. PROMOTION, TRANSFER, AND ADMINISTRATIVE REASSIGNMENT

**Section 1: POSTING OF CLASSIFIED VACANCIES/OPPORTUNITIES FOR
TRANSFER**

- A. Vacancies shall be posted. The vacancy notice shall include: job title, assigned work site, number of hour per week and months per year assigned to the position, salary range, unit to which the position is assigned, and the deadline for applying. The notice may also include position criteria unique to the site or specific position being posted. Site specific criteria must be consistent with the job classification. The ~~Executive Director, Human Resources~~ Chief Human Resources Officer, or designee, will review site-specific criteria prior to posting. Positions will be advertised utilizing the most current and available technology.
- B. The ~~Executive Director, Human Resources~~ Chief Human Resources Officer, or designee, shall determine whether the position will be posted as promotional, promotional/open, or open.
- C. Position descriptions for all positions within the classified service will be posted on the district's web site and will be available upon request from Human Resources.
- D. Unit members who have applied for the vacancy will be given priority consideration for vacancies for which they are qualified by providing Human Resources with a letter of interest, resume, and a letter of recommendation. All qualified unit member candidates will be given an interview unless a transfer unit member candidate is selected (see Section 2.A).
- E. Exceptions to Posting Procedures:

The Parties agree that Human Resource Services Division has the need to post the following ~~four (4)~~ specific job classifications in a manner that creates a time specific list of candidates:

- Building Services Supervisor III
- Plant Operations Supervisor
- Food Services Supervisor
- Food Services Area Supervisor
- School Police Sergeant

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- School Police Captain

The ~~four (4) specific classifications~~ Building Services Supervisor III, Plant Operations Supervisor, Food Services Area Supervisor and Food Services Supervisor ~~above~~ may be posted by Human Resource Services Division without the assigned work site being listed in the job posting. The posting shall indicate “various work sites.”

All postings will be in accordance with Article 7, Promotion, Transfer, and Reassignment including the negotiated priority consideration language. The posting shall result in the creation of an eligible list of candidates that is valid for a maximum of ~~six (6) months~~ one (1) year.

In addition, so that current unit members have the opportunity to transfer into posted vacancies, the Food Services Department (for Food Services Supervisor, Food Services Area Supervisor) and Human Resource Services Division (for Building Services Supervisor III and Plant Operations Supervisor) shall maintain ongoing requests for transfer into the above classifications. Unit members shall be responsible for following the District transfer process. The names of all unit members requesting a location transfer shall be forwarded with the eligible list of candidates to the hiring manager. Transfer requests shall be valid for one (1) year from the date of submission.

Section 2: INTERVIEW/SELECTION PROCESS FOR FILLING VACANT POSITIONS

- A. Whenever a vacancy is to be filled, the hiring manager shall first review and consider unit member transfer candidates and unit member candidates who have met the criteria in section 1.D. of this Article. The hiring manager may choose to select a unit member candidate and waive all further postings/interviews.
- B. If necessary, the District reserves the right to advertise or re-post the vacancy if there are an insufficient number of unit member candidates.
- C. If the District determines that any one or more Priority Consideration Candidate unit member applicant is not an adequate job fit for the position, the reasons for the determination must be documented and must be based on legitimate reasons.
- D. For each new appointment to an AASD vacancy, Human Resources shall, within ten (10) work days of the appointment, provide written notice to AASD as to whether any AASD Priority Consideration Candidates applied, and if not selected, provide reasons why a Priority Consideration Candidate was not selected.

Section 3: INTERIM OR TEMPORARY OUT-OF-CLASS ASSIGNMENT FOR VACANT POSITIONS

AASD and District agree that interim or temporary out-of-class assignments for vacant positions are not intended to be long-term assignments or to circumvent the hiring process. In cases where an interim or temporary out-of-class assignment is made to a vacant position, AASD will be

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notified in writing of the date of the interim or temporary out-of-class assignment and the plan for recruitment. Recruitment shall follow the processes detailed in Section 1 and 2 of this Article.

Section 4: RETURN TO FORMER CLASSIFICATION

A permanent unit member who has vacated a position to accept a promotion, and who during the first thirty (30) calendar days of probationary period requests to return to his/her former classification, shall be reinstated to the former position, if vacant. Should the former position not be available, the unit member will be placed in a position equal in classification to the former position, provided an appropriate vacancy exists.

Section 5: INVOLUNTARY ADMINISTRATIVE REASSIGNMENT

- A. An involuntary administrative reassignment may be requested by the unit member's manager/supervisor when he/she deems a reassignment would be in the best interests of the unit member or the District. The reasons for the reassignment shall not be arbitrary, capricious, or punitive in nature. Involuntary administrative reassignments shall be based on the district's legitimate, verifiable, and educationally related needs.
- B. The unit member's manager/supervisor must meet with the unit member to discuss the proposed reassignment. Before any request for an administrative reassignment is acted upon, the unit member must also be advised in writing by their manager/supervisor, with copies provided to the ~~Executive Director, Human Resources~~ Chief Human Resources Officer, or designee, that an administrative reassignment is being recommended and the reasons for the reassignment.
- C. Upon request, within ten (10) workdays of receipt of the notice of a proposed reassignment, the unit member will be provided an opportunity to meet with the ~~Executive Director, Human Resources~~ Chief Human Resources Officer, or designee, and their manager/supervisor to discuss the proposed administrative reassignment.
- D. Efforts will be made to implement reassignments in a timely manner. However, approved reassignments will be implemented with consideration given to site/department needs, unit member preferences, and availability of appropriate vacancies.
- E. All involuntary administrative reassignments shall be considered a lateral transfer.

Section 6: CLOSING SCHOOLS

Unit members who must be reassigned due to the closing of a school will be given their choice of existing vacancies in their classification. The order of choice shall be by seniority within classification. If no vacancy exists, unit members may exercise their rights under Article 12 – Classified Layoff and Reemployment.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli September 23, 2022
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede September 14, 2022
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Acacia Thede Date
Chief Human Resource Officer

FOR AASD – CLASSIFIED:

DocuSigned by:
Donis Coronel September 14, 2022
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Donis Coronel Date
Executive Director, AASD

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Jesus Montana September 14, 2022
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Jesus Montana Date
Classified Bargaining Chair, AASD

**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

June 7, 2023

ARTICLE 8. CLASSIFIED LEAVES, VACATION, AND HOLIDAYS

The District and the Association shall develop a work group to collaborate on the implementation of family care leaves and aligning the contract language with the law. The Parties agree to reopen negotiations on Article 12 – Leave Policies during the term of this Agreement.

Section 1: IMMEDIATE FAMILY

Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse/same gender domestic partner: mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, domestic partner, or any relative living in the immediate household of the unit member. Mother and father are defined to include stepmother and stepfather and court-appointed legal guardians.

Section 2: SICK LEAVE

- A. **Eligibility.** Eligible unit members shall be allowed full-salary sick leave for personal illness, injury, or exposure to contagious disease or temporary disability, as provided by law.
- B. **Accrual.** Full-time unit members shall accrue eight (8) hours of sick leave for each month in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time.
- C. **Payment.** Pay for any day of absence for which sick leave benefits are authorized shall be the same as the pay which would have been received had the unit member served during the day.
- D. **Accumulation.** Full-salary sick leave not used shall be accumulated from year to year without limit as provided by law.
- E. **Accrual Timing.** New unit members of the District accrue sick leave from the first of the month in which employed, provided their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave is accrued from the first of the following month. Sick leave will be accrued to the end of the month

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for a terminating unit member provided the last day of service is on or after the sixteenth (16th) of the month. Sick leave will be accrued to the end of the previous month if the terminating unit member's last day of service is on or before the fifteenth (15th) of the month.

F. **Advance Credit.** Unit members may apply for sick leave benefits in advance of the accrual up to a maximum of the current year's entitlement. Terminating unit members who have received unaccrued sick leave benefits shall have their final warrant adjusted by the amount of unearned sick leave taken.

G. **Half-Salary Sick Leave.** In addition to full-salary sick leave, unit members shall be entitled to one-hundred (100) days of additional half-salary sick leave. These one-hundred (100) days of additional sick leave shall be used only after all accumulated full-salary sick leave has been exhausted. The combination of full-salary and half-salary sick leave shall not exceed the following limits per fiscal year:

Ten (10) month unit members	110 days
Eleven (11) month unit members	111 days
Twelve (12) month unit members	112 days

Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted. This Section shall not apply to unit members having full-salary sick leave in excess of the limits shown above.

H. **Eligibility for Health Leave.** When a unit member exhausts both full-salary and any half-salary sick leave allowances, he/she may request a health leave of absence without pay. In addition, such unit members may be eligible for other types of leaves.

I. **Accumulated Sick Leave.** A unit member on leave of absence will retain any sick leave accumulated prior to the leave, but will accumulate no additional sick leave during a leave of absence.

J. **Transfer of Accumulated Sick Leave.** A unit member who previously worked for another California school district may have accumulated sick leave from the former district transferred to the District provided the following conditions are met:

1. Employment in the previous district as an employee was for at least one (1) year.
2. Employment with the District began within one (1) year after terminating from the previous district.

K. **Reinstatement of Accumulated Sick Leave.** A unit member in permanent status who resigns and is reemployed in monthly status within thirty-nine (39) months of the last date of monthly paid

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service shall have all accumulated, unused, full-time sick leave credits restored to a current sick leave account as of the date he/she reports for duty.

- L. **Sick Leave While on Vacation.** A unit member who, while on paid vacation, has suffered a disability due to injury or illness, may substitute sick leave for vacation pay for each day of such disability and/or restriction. A physician's certification may be required on a "Leave Application" card.

Section 3: PARTIAL DAY ABSENCES

- A. Given that exempt unit members have the supervisory obligation to organize their workdays according to their work assignment and individual responsibilities, they necessarily will often work more than the standard eight (8) hour day. Consequently, and as a logical extension of their responsibility to individually manage their irregular work schedules, exempt unit members who report to work and depart prior to the end of their regularly scheduled time shall not have their pay or leave balances reduced.
- B. Nonexempt unit members will follow reporting requirements outlined in the appropriate procedure.

Section 4: PERSONAL BUSINESS LEAVE

A. Two- (2) hour Absence (Paid)

- 1. A non-exempt unit member may be excused from duty with the approval of the supervisor for personal business for up to two (2) hours without loss of pay for medical/dental appointments and occasional personal matters that cannot be handled outside the employee's regular work year. Such supervisor's approval shall not be unreasonably denied.
- 2. A non-exempt unit member absent for personal reasons without authorization shall not be paid for the time absent and may be subject to disciplinary action.

B. One- (1) month Absence (Unpaid)

When urgent personal reasons demand a unit member's absence, he/she may be excused from duty without pay for a period not to exceed one (1) month with the approval of the supervisor.

Section 5: PERSONAL NECESSITY LEAVE

A unit member may use up to ~~ten (10)~~ eleven (11) days of accumulated full-salary sick leave benefits described in Section 2 in any school year in the following cases of personal necessity:

- A. **Death in the Immediate Family.** Death of a member of the immediate family (as defined in this Article). Additionally, unit members may use Personal Necessity Leave for the purpose of attending the funeral of a close friend or relative not included in the definition of immediate family.
- B. **Accident.** Accident involving the unit member's person, property, or that of ~~his/her~~ their immediate family of such an emergency nature that the immediate presence of the unit member is required during the workday.

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- C. **Court Appearance.** Appearance in court as a litigant or as a witness.
- D. **Family Illness.** Serious or critical illness of a member of the immediate family (as defined in this Article) of such an emergency nature that the presence of the unit member is required during the workday.
- E. **Religious Holiday.** Observance of a religious holiday of the unit member's faith. The Personal Necessity Form must be filed no less than five (5) workdays in advance of the religious holiday.
- F. **Acts of Nature.** Unpredictable and verifiable acts of nature (such as catastrophic fire, flood, tornado, earthquake, or other acts of nature of similar intensity) or other unpredictable and verifiable circumstances beyond the control of the unit member which precludes the unit member from reporting to duty.
- G. **Birth/Adoption.** A parent/domestic partner, upon the birth of a child, and parents/domestic partners, upon the adoption of a child.
- H. **Family School Partnership Leave.** To participate in the unit member's children's school activities.
- I. **Personal/Family Responsibility.** Unit members may use accumulated full-time sick leave in order to attend a personal/family responsibility which requires the presence of the unit member during the workday. These days may be used at the unit member's discretion.

Section 6: MATERNITY, PARTNER, AND ADOPTION LEAVE

- A. Maternity Leave: Employees (birth mothers) Effective July 1, 2023, a unit member who ~~have~~ has given birth and has been employed with the District for at least twelve (12) months shall be granted six (6) consecutive work weeks of leave with pay immediately following the birth of her child. In addition, the unit member may use up to sixty (60) days of their vacation, full salary sick leave, or half-pay sick leave, immediately following the use of maternity leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.
- B. Partner Leave: Effective July 1, 2023, three (3) days of leave with full pay will be granted to a father/spouse/partner immediately following the birth of their child. In addition, a father/spouse/partner may use up to sixty (60) days of their vacation, full salary sick leave, or half-pay sick leave, immediately following the use of partner leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.
- C. Adoption Leave: Effective July 1, 2023, three (3) days of leave with full pay will be granted to either parent to make final arrangements to adopt a child. In addition, a unit member may use up to sixty (60) days of their vacation, full salary sick leave, or half-pay sick leave,

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immediately following the use of adoption leave, concurrently with any applicable FMLA and/or CFRA. This leave can be used in addition to their annual allotment of days that can be used for personal necessity.

Section 6 7: PARENTS/DOMESTIC PARTNER BIRTH AND ADOPTION LEAVE

One (1) day of leave with full pay will be granted to a parent/domestic partner upon birth of a child or one (1) day of leave with full pay on the day when the mother or child leave the hospital. (Maximum of one [1] day of leave with full pay.) One (1) day of leave with full pay will be granted to either parent/domestic partner to make final arrangements to adopt a child.

Section 7 8: BEREAVEMENT LEAVE

Absence without loss of salary for a period not to exceed five (5) days, may be granted to a unit member upon the death of a member of ~~his/her~~ their or the spouse's/~~same gender~~ domestic partner's immediate family.

Section 8 9: JURY DUTY

The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty.

Section 9 10: LEAVES FOR COURT APPEARANCES

Unit members who are required to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member, may request leave without loss of salary.

Section 10 11: MILITARY LEAVE

- A. **Short-Term Military Leave (Thirty [30] days or less).** A unit member shall be granted leave of absence without loss of pay for a period not to exceed thirty (30) days for the purpose of engaging in ordered, temporary military training. Ten- (10) month or eleven- (11) month unit members who are members of military reserve units should request military active-duty training orders for periods when school is not in session. Short-term military leaves for active duty will be granted during the school year only when satisfactory documentation is provided to show that military requirements cannot be satisfied during vacation periods.

- B. **Long-Term Military Leave (more than thirty [30] days).** A unit member who is involuntarily inducted or recalled to active military duty, and any unit member who is a member of the Reserve Corps of the Armed Forces of the United States, or of the National Guard who is called to duty for the purposes of active military training, encampment, naval cruises, special exercises, or like activity shall be granted leave of absence, without pay, for the period of ordered service.

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- C. **Salary entitlement while on leave (first thirty [30] days).** A unit member granted long-term military leave, who has a minimum of one (1) year of service with the district, including the period of time served in any prior military service, immediately prior to the date on which leave begins, shall be entitled to ~~his/her~~ their salary for the first thirty (30) days of ordered military duty. Pay for such purposes shall not exceed thirty (30) days in any one fiscal year.
- D. **Return upon release from duty.** A unit member shall have the right to return to an appropriate position at any time within six (6) months of release from active duty. Upon return, the unit member shall have all rights and privileges he/she would have enjoyed if not absent due to service in the armed forces; however, the unit member shall not be entitled to sick leave, vacation, or salary for the period he/she was on leave, except as noted in C above.
- E. **Forfeiture of district position.** A unit member who voluntarily requests and obtains extension of an enlistment, service, or tour of duty shall forfeit rights to return to ~~his/her~~ their position with the district.
- F. **Step Advancement.** A unit member who is approved for military leave will earn the same service and step advancement credit as if in regular service.

Section ~~11~~ 12: HOLIDAYS

- A. All classified unit members will be eligible for the same ~~fourteen (14)~~ fifteen (15) scheduled holidays (including the floating holiday for Admissions Day) as the classified bargaining units.
- B. Reference Article 4 - Wages, Section ~~2-3~~: Exempt Unit Members Required to Work on a Designated Holiday, for exempt unit members required to work on a designated holiday.

The following paid holidays will be observed:

Independence Day	Christmas
Labor Day	New Year's Eve Holiday
Admission Day*	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Lincoln Day
Post Thanksgiving Holiday	Washington Day
Pre- or Post-Christmas Holiday	Memorial Day
<u>Juneteenth Holiday</u>	

***ADMISSIONS DAY/FLOATING HOLIDAY**

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A one- (1) day floating holiday will be authorized for unit members who are in a paid status on Admission Day. This floating holiday is to be used at any time on or after Admission Day with the prior approval of the administrator. This holiday does not accrue from year to year and must be taken by June 30 of the fiscal year in which it is earned. Exception: Plant Operations Supervisors and Building Services Supervisors III may take their floating holiday beyond June 30 of the fiscal year in which it was earned, but prior to Admission Day of the next fiscal year.

C. Pay for Holiday Work for School Police Unit Members

1. Work performed by bargaining unit members on legal or declared holidays shall be considered as overtime without regard to the number of hours worked on other days of that week and shall be compensated in accordance with the overtime provisions of the salary schedule. (See Appendix C, Section 3.00.) Such holiday pay shall be in addition to the unit member's regular compensation.
2. Any unit member who is assigned to work on a legal or declared holiday and who is absent from duty pursuant to Section 2 of this Article, shall be compensated at straight-time holiday pay and shall not have ~~his/her~~ their accrued sick leave debited.
3. The District recognizes a paid holiday as an eight (8) hour work day. Any unit member who works an alternative work schedule (3/12 or 4/10) who is scheduled to be off on a District recognized and paid holiday, shall be compensated eight (8) hours of straight time.
4. For an alternative work schedule to be cost neutral on holidays but to ensure that unit members do not lose income on holidays, a unit member on an alternative work schedule shall utilize the appropriate number of hours of applicable leave (i.e., vacation, compensatory time) to complete their regular work day on a paid holiday.

Section ~~12~~ 13: PROFESSIONAL AND PERSONAL IMPROVEMENT (PPI) LEAVE

- A. All unit members are eligible for four (4) days of released time during their regularly assigned work year for purposes of professional and personal improvement.
- B. A unit member may have no more than four (4) new Professional and Personal Improvement days plus eight (8) carry-over days for a maximum twelve (12) days of released time for any one (1) year. Upon separation from the District, all unused PPI days shall be forfeited.

Section ~~13~~ 14: VACATION

- A. **Definition:** Month is defined as employment for at least fifteen (15) calendar days in a month.

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- B. Unit members accrue 1.75 days of vacation for each month of service (fourteen [14] hours for a full-time position). Entitlement for a full year of service amounts to approximately twenty-one (21) days.
- C. **Effect of Separation from Service.** At separation during any year, all earned and unused vacation for that year will be paid in one (1) lump sum.
- D. **Vacation Accumulation.** The maximum accumulation of vacation permitted for all unit members is three-hundred and twenty-eight (328) hours.

Unit members whose vacation balance exceeds three-hundred and twenty-eight (328) hours must take sufficient vacation time to reduce their vacation balance to three-hundred and twenty-eight (328) hours by the last working day of August annually. Collaborative efforts between the unit member and their administrator shall be utilized to ensure vacation balances do not exceed three-hundred and twenty-eight (328) hours, however, vacation balances that exceed three-hundred and twenty-eight (328) hours on August 31st of each year shall be paid on the September warrant.

- E. **Use of Vacation Days in Advance of Accrual.** Upon authorization from their immediate supervisor, unit members may use their vacation entitlements in advance of accrual. Should a unit member resign, retire or be changed to a shorter duty prior to fully earning and accruing vacation already taken, such excess days will be subtracted from final pay.
- F. **Recovery of Salary Overpayments.** Accrued vacation may be used to repay the District for salary overpayments made to a unit member. A unit member who has worked at least six (6) months for the District can elect to have salary overpayments paid back to the District through deductions from ~~his/her~~ ~~their~~ accrued vacation, provided that deductions can only be made if they do not deplete the unit member's accrued vacation below forty (40) hours (based on one [1] week of accrual at full time equivalent [FTE] 1.00).

Section 14 15: LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

- A. Long-term leave of absence without pay may be granted to unit members by the District for a period of up to one (1) year, and may be extended for a total period not exceeding two (2) full school years (twenty-four [24] months from the beginning date of the leave except as otherwise provided in this Section). The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, should give notice prior to the date on which the leave is to begin. Probationary unit members are only eligible for military leave and pregnancy leave.
- B. Leaves may be granted for:
 - 1. **Professional Study.** A professional study leave may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member. The District may require proof of the unit member's registration and participation in the formal education program.

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2. **Travel.** Travel leaves may be granted for educational purposes.
3. **Service to Other Public Agencies (on-loan status).** Unit members may serve another public agency in a capacity benefiting the District and the unit member, which may include elected or full-time public service positions. Full pay may be granted when salary and expenses are reimbursed by the other public agency.
4. **Service to Professional Associations (Excluding Employee Associations).** Unit members may be granted a leave for the purpose of serving a local, state, or national professional organization in an elected or staff capacity.
5. **Military Relocation of Spouse or Domestic Partner.** Unit members may be granted leave if their spouse or domestic partner is relocated or assigned for required military service.
6. **Other Leaves.** Unit members may be granted leave for other purposes determined by the Superintendent to benefit the school system and serve the interests of students.
7. **Special Leaves.** In addition to the long-term leaves of absence specifically covered in this ~~contract~~ Agreement and administrative procedures, the Superintendent, in unusual cases, may recommend approval of long-term unpaid leaves of absence.

C. Leaves shall be granted for:

1. **Parental Leave.** A leave of absence without pay will be granted for the purpose of childbearing, adoption, and/or child rearing. The following types of parental leaves are available:
 - a. **Pregnancy.** A unit member who is pregnant will be entitled upon request to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave, and except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
 - b. **Parental Responsibility.** A unit member is entitled, upon request and verification of child's birth date, to a long-term parental leave to begin at any time between the birth of ~~his/her~~ their child and one (1) year thereafter.
 - c. **Adoption.** A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.

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2. **Home Responsibility Leave.** An unpaid leave of absence may be granted when there is a demonstrable need for the service of a unit member in caring for a member of their immediate family as defined in Section 1 of this Article.
3. **Health Leave.** Upon exhaustion of all paid leaves, a health leave without pay will be granted to a permanent unit member upon submission of a physician's statement of the unit member's incapacity. Return to duty is dependent upon a physician's written approval to resume normal duties as reviewed by the District's physician in consultation with the unit member's physician.
4. **Family Care Leave.** A unit member who has served the District for at least one (1) continuous year in a full-time capacity shall be granted a Family Care Leave for the purpose of the birth of ~~his/her~~ their child, adoption of a child, foster care placement of a child with the unit member, care of a child, parent, spouse or domestic partner with a serious health condition or the unit member's own serious health condition, in accordance with the following:
 - a. **With exception of Family Care Leave taken for purposes of parental leave as set forth in section (d) below,** Family Care Leave shall be without pay; however, the District shall continue to provide the health benefits specified in Article 6 for the duration of the leave. In addition, the Family Care Leave shall not be considered a break in service.
 - b. Family Care Leave may be of any duration at the discretion of the unit member, up to a maximum of twelve (12) workweeks within a twelve (12) month period.
 - c. Family Care Leave, when related to the serious health condition of the unit member or ~~his/her~~ their child, parent, spouse or domestic partner, may be taken intermittently or on a reduced workload schedule when medically necessary.
 - d. Family Care Leave taken for the birth, adoption or foster care placement of a child must be initiated within one (1) year of the child's birth, adoption or foster care placement.
 - i. A unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) workweeks.
 - ii. When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Rights Act "CFRA," the unit member shall receive fifty percent (50%) differential pay for the remaining period of up to twelve (12) workweeks of parental leave.

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- iii. This leave is available to both full-time and part-time unit members who have completed twelve (12) months of employment with the District.
 - iv. This paid leave runs concurrently with unpaid parental leave under CFRA and the federal Family and Medical Leave Act (FMLA) for a total of twelve (12) workweeks during any twelve (12) month period.
 - v. This parental leave is available to both parents and/or registered domestic partners. However, if both parents and/or registered domestic partners are District employees, they have a combined twelve (12) work week period and must decide how to share the twelve (12) weeks of parental leave.
- e. **Request for Family Care Leave.** If the need for Family Care Leave is foreseeable, the unit member shall provide a written request at least thirty (30) calendar days in advance. If the need for Family Care Leave is not foreseeable, the unit member shall provide written request for such leave within one (1) or two (2) workdays of learning of the need for the leave. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision so as to minimize disruption of district operations subject to the approval of the appropriate health care provider. When a request for Family Care Leave or an extension of an original Family Care Leave is due to the serious health condition of the unit member or ~~his/her~~ their child, parent, spouse or same gender domestic partner, the District may require a certification from the attending health care provider which includes an estimate of the duration of the unit member's absence.
- f. **Reinstatement to Position.** A unit member returning from a Family Care Leave shall be reinstated to the same or comparable position he/she held when the leave began on the same basis as if he/she had not been on a leave of absence. If the unit member's Family Care Leave was taken because of ~~his/her~~ their own serious health condition, a certification from ~~his/her~~ their health care provider may be required to indicate the unit member is able to resume work.
- g. **Relationship to Other Leaves.** At the discretion of the unit member, Family Care Leave may be used in conjunction with or in addition to any other leaves established in this Article.

D. General Provisions

- 1. **Salary.** All long-term leaves of absence are taken without salary except that the unit member may receive a salary for leaves in Section 14.B.3 of this Article, hereafter referred to as an employee "on loan."

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2. **Retention of Earned Sick Leave.** Unit members on long-term leaves of absence shall retain accumulated sick leave but shall not accumulate additional sick leave rights during the leave period.

3. **Reinstatement Upon Return From Leave:**

- a. Return from health, home responsibility, or parental leave or family care (reference Section 14.C. of this Section Article):

Unit members shall have all return rights prescribed by state and federal laws relating to health or parental leaves. In cases where return rights are not specified by law, and are instead to be as established by school district rules and regulations unit members shall be restored to the position from which leave was taken if a position is vacant when the employee returns. Otherwise, the employee shall be returned to a position as similar as practicable to the position from which the leave was taken. The above-described return rights are subject to the right of the district to reassign an employee as provided by law. Employees who are reassigned, or who are to be reassigned, may apply for other vacant positions for which they are qualified.

- b. Return from all other leaves (reference Section 14 of this Article):

Unit members shall have the right to return to a position in the classification in which the unit member served when the leave was taken if a vacancy in that classification exists, or to a position in a similar classification which is at a salary grade equal to or less than that of the position from which leave was taken if a vacancy exists and if the unit member is qualified. Unit members shall have the right to apply for other positions for which they are qualified.

Section ~~15~~ 16: Catastrophic Leave Bank

- A. The purpose of the Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.
- B. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from performing ~~his/her~~ their duties.
- C. Membership in the Catastrophic Leave Bank.
 1. Initial Donation Period. Any unit member who wishes to participate or continue membership in the Catastrophic Leave Bank shall donate one (1) full salary sick leave day or one (1) full salary vacation day to the bank during the month of February 2016. After the Initial Donation Period, the first three (3) year cycle shall commence in March 2016 and end on December

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31, 2018. Existing or new unit members may donate to the Bank at any time during the cycle.

Three Year Cycle. Following the Initial Period and the first donation cycle, additional donations shall be made on a three (3) year cycle (January 1, 2019; January 1, 2022, etc.). The unit member's donation shall be automatically renewed every three (3) years in order to maintain membership in the Bank, The participant may opt out of the automatic renewal during the District's Health and Welfare Benefits Open Enrollment period prior to the automatic renewal. Withdrawal from the program will be effective on January 1, of the new cycle.

Additional Donations. Following the Initial Donation Period, additional donations may be requested when the balance in the Bank drops below two-hundred (200) days. However, nothing herein shall preclude any eligible unit member from donating to the Bank at any time.

2. To donate sick leave or vacation leave, the unit member must have an accrual equal to at least the minimum number of hours they wish to donate to the Bank.
 3. The unit member acknowledges that the donation is irrevocable.
 4. The unit member acknowledges that a donation to the Bank will be a general donation and may not be designated for the use of any specific participant.
- D. In order to withdraw days from the Catastrophic Leave Bank, the unit member must meet all of the following conditions:
1. The unit member must have exhausted all fully paid leaves, including full salary sick leave.
 2. The unit member must have donated at least one (1) full salary sick leave or one (1) full salary vacation day to the Bank either during the Initial Donation Period or during any subsequent donation period. In order to be eligible, a member must have made the donation during the current three (3)-year cycle in which withdrawal is being requested.
 3. New participants must be a member of the Bank for at least ninety (90) days prior to being approved to withdraw from the Bank.
 4. The unit member must submit a written application to withdraw days from the Bank to the Executive Director, or designee, Human Resource Services Division, using the appropriate district form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The Executive Director, or designee, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.

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5. The Parties encourage unit members who may be eligible for disability payments under the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS) to apply for benefits at their earliest opportunity. Upon approval of STRS or PERS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.

E. General Provisions

1. Withdrawal of Days from the Catastrophic Leave Bank

- a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Leave Bank. At the end of the twenty (20) day period, an additional twenty (20) days may be requested for a maximum of forty (40) days to be used per catastrophic illness or injury.
 - b. Applications will be accepted and processed on a first-come, first-served basis.
 - c. Unit members may receive only one credit of forty (40) days in any school year. Any unit member who has accessed a bank of forty (40) days in any one (1) school year shall not be approved for additional withdrawals from the bank in a subsequent school year until all other pending applications have been processed.
2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.
 3. Unit members receiving compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.
 4. A unit member whose application for paid catastrophic sick leave is denied may request that the decision be reviewed by the Executive Director, Human Resources and the President of AASD. The objective of the review shall be to ensure that all information contained in the review remains confidential and that the provisions of this Section were appropriately applied in evaluating the unit member's application. Their decision shall be final and binding.
 5. Days from the Bank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.

- F. The parties will review the program annually, in July and the Parties may mutually agree to negotiate appropriate modifications to the program which shall require formal ratification by AASD and adoption by the Board of Education. If, during the annual review, it is determined that the Bank has maintained a balance sufficient to sustain withdrawals, the parties may mutually agree to extend the three (3)-year donation cycle and not require an additional donation in the year in which it is due.

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G. The provisions of D.4 and E.5 above which relate to the application process and the approval of applications for the use of days from the Bank shall not be subject to the grievance procedures contained in the Grievance Procedures of this Agreement.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli June 13, 2023
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Jodie Macalos June 12, 2023
F6ADD637E3464EB...
Jodie Macalos Date
Executive Director, Finance

FOR AASD – CLASSIFIED:

DocuSigned by:
Donis Coronel June 12, 2023
9D512E0EE24F411...
Donis Coronel Date
Executive Director, AASD

DocuSigned by:
Jesus Montana June 13, 2023
223C87177A2D43E...
Jesus Montana Date
Classified Bargaining Chair, AASD

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**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

April 27, 2022

ARTICLE 11. ORGANIZATIONAL SECURITY

Section 1: ~~AGENCY FEE PROVISION~~

~~Within thirty (30) days from the date of commencement of assigned duties within the bargaining unit any unit member, who is not a member of AASD, or who does not make application for membership shall:~~

- ~~A. Become a member of AASD through payroll deduction or pay the annual dues in one (1) lump sum payment to AASD, or~~
- ~~B. Pay a service fee, the amount of which is determined by AASD and authorized by Section 3540.1(i) (2) of the Government Code and consistent with legal requirements, provided that it shall be the sole responsibility of the AASD to ensure that such fee is legally determined and legally appropriate. The fee shall be paid through payroll deduction or may be paid in one (1) lump sum payment to AASD, or~~
- ~~C. Request exemption status from AASD based on philosophical or religious objections. The amount equivalent to the fee must be paid to a non religious, non labor, charitable organization which is exempt from Title 26 of the Internal Revenue Code. The fee may be paid to one of the charitable organizations listed below on a monthly basis or in one (1) lump sum payment. Proof of such payment will be supplied to AASD by the tenth (10th) of each month.~~

- ~~1. San Diego Education Fund~~
- ~~2. AASD's Fran Swank Scholarship Fund~~
- ~~3. The American Red Cross~~
- ~~4. The Heart Association~~
- ~~5. Ronald McDonald House~~
- ~~6. California Peace Officers' Memorial Fund~~
- ~~7. Rady Children's Hospital Foundation~~
- ~~8. National Law Enforcement Officers' Memorial Fund~~
- ~~9. Concerns of Police Survivors, Inc.~~

- ~~D. In the event a non member does not pay such fee directly to AASD or qualify as an objector exempt from the fee, AASD shall so inform the District in writing, with a copy to the unit member, certifying these facts and the correct amount of the fee owed. The District shall then begin automatic payroll deduction as provided by California Law.~~

Language written in italics is intent language and will not be included in contract language.

Section 1: DUES DEDUCTIONS

When a unit member wishes to become a member of AASD, the unit member will complete the form provided electronically by AASD which authorizes deduction of membership dues. Such authorization shall continue from year to year unless revoked by the individual pursuant to the process set forth by AASD. The District shall deduct 1/10th of such dues from the pay warrant each month for ten (10) months. **This section shall not be subject to the provisions of the grievance procedure outlined in this Collective Bargaining Agreement. The parties agree to comply with the provisions of California Education Code Section 45168 in the implementation of these deductions.**

Section 2: ESTABLISHMENT OF DUES SCHEDULE

AASD will determine the dues schedule for all members of AASD. Changes to the dues schedule may be made by AASD without necessitating a new dues deduction authorization from any current member. AASD will give the District thirty (30) days advance notice of any changes in the dues schedule.

Section 3: PAYMENT OF MONIES

With respect to all sums deducted by the District pursuant to this Article, the District agrees to remit such monies to AASD within seven (7) workdays following the monthly payroll accompanied by an alphabetical listing of the names of unit members for whom such deductions have been made. This listing will also include names of unit members added or deleted from the previous listing.

Section 4: PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) REGULATIONS

~~The Parties recognize that PERB may, from time to time, adopt procedures regulating fair share fees. It is the intent of the Parties that AASD abide by such regulations in the collection of such fair share fees. In the event that PERB adopts regulations which impact the terms of this Article, it is the intent of the Parties to abide by such regulations.~~ The Parties further agree that any action to enforce such regulations shall be brought solely by unit member(s) who claim violation of the regulations, and that such actions (if any) shall not interfere with rights and obligations of the Parties under this Agreement. Upon request of the unit member, AASD shall provide a copy of the most current set of PERB regulations regarding this subject.

Section 5: HOLD HARMLESS

AASD agrees to indemnify, defend, and save harmless the District, its officers, agents, and employees from any and all claims, losses, and expenses occurring or resulting from the enforcement or challenge to the legality of the provisions of this Article. This hold-harmless provision is intended to apply to circumstances involving a third-party challenge to the implementation and/or legality of the provisions of this Article and not to grievances or other disputes between the District and AASD involving the interpretation or implementation of these provisions.

AASD shall have the authority and right to decide and defend any such action. It shall have the right to determine whether any such litigation shall or shall not be compromised, defended, resisted, tried, or appealed. Prior to the exercise of these rights, AASD shall be required to inform and consult with the District.

Language written in italics is intent language and will not be included in contract language.

Section 6: MISCELLANEOUS

- A. The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues ~~or fair share fees~~ within this Article until the pay period commencing not less than thirty (30) workdays after submission of the form by the unit member or AASD.
- B. AASD agrees to furnish any information needed by the District to fulfill the provisions of this Article. ~~AASD further agrees to provide the District with a timely copy of all reports legally required of AASD dealing with fair share fees.~~
- C. Members of AASD may act to revoke their AASD membership by following the procedures determined by AASD and following the process for submission of written notice directly to AASD.

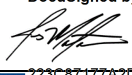
FOR THE DISTRICT:

FOR AASD – CLASSIFIED:

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Jessica Falk Michelli September 23, 2022
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 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Donis Coronel September 14, 2022
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 Donis Coronel Date
 Executive Director, AASD

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Acacia Thede September 14, 2022
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 Acacia Thede Date
 Chief Human Resource Officer

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 September 14, 2022
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 Jesus Montana Date
 Classified Bargaining Chair, AASD

Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit
November 2, 2022

ARTICLE 13. UNIT MEMBER RIGHTS

Section 1: RIGHT TO REPRESENTATION

The District and AASD understand that unit members have a right to AASD representation at meetings or conferences that could or may reasonably lead to disciplinary action.

Section 2: FORMAL COMPLAINT PROCEDURE

- A. The District has established a protocol for receiving and processing complaints, including formal complaints as defined in the District protocols. If the protocols are amended or updated, the District will provide AASD with the information in advance and AASD shall have an opportunity to provide feedback prior to implementation.
- B. It is the intention of all Parties to resolve complaints at the lowest possible level. The Parties agree that many concerns and informal complaints can be handled through an informal resolution process. This section is intended to address formal complaints.
- C. The Parties agree that the professional reputation of the AASD unit member is of high importance and agree to conduct all investigations with the utmost discretion to safeguard the unit member's privacy and professional good standing while maintaining the interests of the public and student safety.
- D. Unit members shall be made aware of complaints within five (5) work days of the date received by the District. Whenever possible, the identity of the complainant(s) will be made known to the unit member and a copy of the complaint will be provided to the unit member. If it is not possible to provide a copy of the complaint, the subject matter of the complaint will be provided.
- E. Whenever appropriate, complaints shall first be forwarded to the unit member for resolution. Unresolved complaints shall then follow the appropriate District procedures.

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.

- F. All complaints will be promptly investigated and the unit member shall be notified of the name and contact information of the assigned investigator. The investigation shall include an interview and/or discussion with the unit member against whom the complaint is filed. The unit member shall not refuse to meet with the investigator. The District will make reasonable efforts to keep the unit member informed of the progress and expected timeline of the investigation, and upon request of the unit member, the unit member will be provided the status of the investigation. The unit member and AASD shall be notified in writing of the outcome of any investigation and potential for further action, if any, within fifteen (15) workdays of the date the final report is completed and forwarded to Human Resources.
- G. All findings in an investigation shall be based on verifiable facts and shall be free of any subjective bias.
- H. The unit member may submit written comments which shall be attached to the report of findings and become a permanent part of the investigation document/file.
- I. School Police Unit members are exempt from Section 2 and will follow the department's internal process for investigation of complaints against police personnel pursuant to Government Code Section 3300 et al, Public Safety Officers Procedural Bill of Rights Act (POBRA)

Section 3: PERSONNEL RECORDS

- A. Access to Personnel Records. Personnel records maintained in the Human Resources Services Division shall be made available for the unit member's review upon request. All personnel records shall be kept in confidence and inaccessible to unauthorized personnel. Personnel records shall be available for inspection only by authorized employees of the District when actually necessary in the administration of the District's affairs or supervision of the unit member.
- B. Upon presentation of the written authorization signed by the unit member, the unit member's authorized representative shall have the right to review the unit member's personnel records.
- C. Materials in a unit member's work location personnel record will remain at the originating site or program unless the unit member is provided an opportunity to review its contents prior to its transfer.
- D. Placement of Derogatory Material in Personnel Record. The unit member shall be given written notice and an opportunity to review and respond to any derogatory material placed in a personnel record.
- E. Materials from an investigation or complaint shall not be placed in a unit members' personnel record unless such materials become part of a disciplinary document. The unit member shall be given notice of such materials as referenced in Section 3.D

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Section 4: UNIT MEMBER RIGHTS

No adverse action shall be taken against unit members for participation/non-participation in AASD activities so long as proper procedures have been followed in securing access to those activities.

Section 5: UNIT MEMBER DISCIPLINE

- A. The District will provide unit members with timely due process rights during disciplinary actions. Disciplinary action may include letters of warning, letters of reprimand, suspension, demotion, dismissal, or voluntary resignation in lieu of termination. No unit member shall be disciplined without cause.
- B. For School Police unit members, all disciplinary conferences and investigations shall be in accordance with the Peace Officers Bill of Rights Act (Government Code Section 3300 et. seq.). When, in the judgement of the District the primary purpose of the initial conference/investigation is to impose, or to recommend the imposition of discipline against the unit member, the unit member shall first be entitled to receive written notice of said purpose and of his/her rights to representation at least twenty-four (24) hours in advance of convening the conference. This shall not apply to suspensions resulting from charges or arrests for criminal acts for which suspension is mandated under the law.
- C. If a unit member wishes to contest the issuance of a letter of reprimand, he/she may request review of the matter by the Superintendent's designee. The request for review must be made in writing to the Superintendent's designee within ten (10) work days following either personal service or service by mail of the letter of reprimand.
- D. Within ten (10) workdays of receipt of the appeal, the Superintendent's designee will meet with the unit member and/or AASD to discuss the letter of reprimand. The Superintendent's designee will render a written decision as to whether or not the letter of reprimand is appropriate within ten (10) work days following the meeting. The decision of the Superintendent's designee is not subject to the grievance procedure.
- E. This Section 5 is not subject to the grievance procedure, with the exception of the appeal process and timelines set forth in Section 5.B, 5.C and 5.D above.

Section 6: THREATS AGAINST UNIT MEMBERS

- A. The District prioritizes the safety of staff and will not tolerate threats of physical harm, cases of emotional harm, or assault and/or battery against AASD unit members.
- B. Unit members shall immediately report to their supervisors all threats of physical or emotional harm or cases of assault and/ or battery suffered by them in connection with their employment.

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations. Language written in italics is intent language and will not be included in contract language.

- C. The District shall take prompt and appropriate action to provide support to and protect unit members from threats or physical injury- , including meeting to develop a safety plan for the unit member, when needed.

- D. If threats or physical injury occur during the course of a unit member’s regular duties, the District shall follow applicable procedures and laws to address the incident and take appropriate action including speaking to all parties involved.

FOR THE DISTRICT:

FOR AASD - CLASSIFIED:

DocuSigned by:
Jessica Falk Michelli
November 3, 2022
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Jessica Falk Michelli
Executive Director

DocuSigned by:
Donis Coronel
November 2, 2022
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Donis Coronel
Executive Director

DocuSigned by:
Acacia Thede
November 3, 2022
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Acacia Thede
Chief Human Resources Officer

DocuSigned by:
Jesus Montana
November 2, 2022
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Jesus Montana
AASD Classified - Chair

**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

April 27, 2022

ARTICLE 14. SAFETY CONDITIONS FOR SCHOOL POLICE UNIT MEMBERS

Section 1: SAFETY EQUIPMENT, CLOTHING AND DEVICES

The District agrees to furnish safety equipment, clothing, and devices required by law to maintain a safe and healthy environment for its employees and to comply with all local, state, and federal statutes regarding such safety items. In turn, all unit members agree to comply with all safety rules, procedures, and precautions and to use all furnished or required safety equipment, devices or clothing. Upon request of the Chief of Police or his/her designee, unit members shall promptly return any district-funded safety equipment, devices or clothing.

Section 2: BALLISTIC VESTS AND FIREARMS

- A. The District agrees to provide each sworn officer or Supervising Community Services Officer with a department approved ballistic vest.
- B. All sworn and Supervising Community Services Officers shall be required to wear their ballistic vests at all times while in uniform and any officer may be required to wear a ballistic vest during special periods of time or circumstances in which the Chief of Police, or his/her designee, deems that such additional precautions are necessary for the safety and/or well-being of the officers. The District and AASD actively promote and encourage all officers to wear their ballistic vests at all times while on duty.
- C. The officer shall be responsible for the care and maintenance of the ballistic vest and shall immediately report any damage to the ballistic vest to his/her supervisor.
- D. Personnel are to have only safety equipment which meets District standards as determined by the Chief of Police. Specifically related to firearms, sworn personnel may elect to carry either a 9mm or 45mm caliber firearm from a list of no fewer than five (5) makes of each caliber established by the Chief of Police. Specific firearm models approved will be determined by the Chief of Police in consultation with the department Rangemaster. A list of approved firearms and ammunition will be maintained within the department's General Orders.
- E. Personnel electing to carry any firearm meeting District standards, but not District issued, are fully responsible for all cost(s) associated with such firearm, including any associated equipment.

Language written in italics is intent language and will not be included in contract language.

- F. Sworn personnel may purchase their primary Department-issued service weapon when they meet District retirement qualifications and separate from service and further meet the Department's current policy on the Law Enforcement Officers' Safety Act (LEOSA), and any applicable California law. Eligible personnel are sworn officers receiving a service retirement of a disability retirement. Personnel who are restricted at the time of their retirement from carrying a concealed weapon are not eligible for this benefit. A sworn member with less than five (5) years of Department service time will not be eligible to purchase their primary service weapon. The sworn member desiring to purchase their service weapon shall remit to the District the current cost of State and Federal transfer fees (DROS fees) in addition to \$1.00 to purchase the weapon.

Section 3: SCHEDULING

The shift schedule for officers assigned to work nights shall not result in an officer being scheduled alone on a shift.

Section 4: PHYSICAL FITNESS

The District and AASD mutually support and endorse the concept of maintaining and improving physical fitness among all school police unit members.

Section 5: POST CERTIFIED AGENCY

The District will continue to be a California POST certified agency throughout the term of this Agreement.

Section 6: VEHICLE COVERAGE POLICY

The District shall not require the unit member to utilize personal insurance within the course and scope of employment.

- A. AASD and the District acknowledge the District is unable to provide public safety vehicles for all public safety officers. As such, officers will be called upon to utilize their personal vehicles for use within their course and scope of employment.
- B. Officers called upon to utilize their personal vehicles, shall not be required to utilize their personal automobile insurance for damages resulting from such vehicle use within the course and scope of employment. In the event of a vehicle collision or other related vehicle accident, and the District determines that at the time of the collision or accident the work being performed was solely within the course and scope of employment, the District shall indemnify the officer operating the vehicle.

Section 7: CONFIDENTIAL PERSONAL INFORMATION

This Section provides that all school police unit members shall be designated as covered pursuant to the protections of California Vehicle Code, Section 1808.4.

Language written in italics is intent language and will not be included in contract language.

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli September 23, 2022
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Acacia Thede September 14, 2022
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Acacia Thede Date
Chief Human Resource Officer

FOR AASD – CLASSIFIED:

DocuSigned by:
Donis Coronel September 14, 2022
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Donis Coronel Date
Executive Director, AASD

DocuSigned by:
Jesus Montana September 14, 2022
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Jesus Montana Date
Classified Bargaining Chair, AASD

**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

June 7, 2023

ARTICLE 15. DURATION

Section 1: DURATION AGREEMENT CLAUSE

This agreement shall be in effect from July 1, 2017~~22~~ through June 30, 2020~~5~~.

Section 2: REOPENERS

Either party may provide written notice on or before ~~July~~ January 31, 2018~~24~~, to reopen negotiations over ~~two~~ one (2 1) identified articles and/or Appendixes in this Agreement. Any reopener negotiations pursuant to this ~~s~~Section will be conducted during the 2018~~23~~-2019~~24~~ academic school year for potential implementation of changes in the 2019~~24~~-2020~~5~~ fiscal year.

Intent is that this language is in addition to the language proposed in Section 4.1.C.

Section 3: ZIPPER CLAUSE

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and AASD.

Section 4: SAVINGS CLAUSE

If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions, shall continue in full force and effect. In the event that any article or section is held invalid, the Parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Section 5: CHANGES, AMENDMENTS, AND SUPPLEMENTS

This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the Parties. Upon ratification by AASD and the Board of Education, any such changes, amendments or supplemental agreements shall be implemented.

Section 6: RATIFICATION AND IMPLEMENTATION

A tentative agreement on any one item is subject to agreement on the entire package, and the entire package is subject to each party's ratification process. Language written in italics is intent language and will not be included in contract language. Agreements are tentative until the Parties have final agreement.

When AASD and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of AASD and to the Board of Education for ratification. When the membership of AASD and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.

FOR THE DISTRICT:

FOR AASD – CLASSIFIED:

DocuSigned by:
Jessica Falk Michelli June 13, 2023
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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Donis Coronel June 12, 2023
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Donis Coronel Date
Executive Director, AASD

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Jodie Macalos June 12, 2023
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Jodie Macalos Date
Executive Director, Finance

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J. Montana June 13, 2023
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Jesus Montana Date
Classified Bargaining Chair, AASD

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**Tentative Agreement
Between
San Diego Unified School District (District)
And
Administrators Association San Diego City Schools (AASD - Classified)
Classified Bargaining Unit**

**June 7, 2023
June 21, 2023- revised**

APPENDIX C – SALARY RULES

RULES AND REGULATIONS OF THE SUPERVISOR I SALARY SCHEDULE

1.00 INITIAL PLACEMENT ON THE SUPERVISOR I SALARY SCHEDULE

- 1.01 Position Class – An employee will be placed in the job class appropriate to the assigned position.
- 1.02 Experience Step – An employee new to the District will be placed on step “1” of the appropriate salary grade. The superintendent may authorize a higher step placement within the appropriate grade for an especially well-qualified individual in a job class for which there is an insufficient number of qualified and available candidates. When such labor market conditions make it necessary to offer an advanced step placement, and upon acceptance by a new employee, present employees in the same job class as the position approved for the advanced step placement may be moved to the step equivalent to that accepted by the new employee provided: (1) the employee has demonstrated performance that warrants advancement; (2) the employee has job-related skills and abilities comparable to the new employee; (3) advanced step placement is recommended by the Executive Director, Human Resources and approved by the superintendent. In such cases, a new increment due date will be established.
- 1.03 Reinstatement – A former supervisory employee reinstated under the provisions of Section 10, Article IV, of the Employment Regulations for the Classified Employees will be given full credit for all directly related experience in the San Diego Unified School District within the last ten years.

2.00 POSITIONS COMPENSATED ON THE SUPERVISOR I SALARY SCHEDULE

Supervisor I Salary Schedule rates apply to all job classes designated as supervisory in accordance with Chapter 10.7 (Sections 3540-3549), Division 4 of Title 1 of the Government Code.

3.00 OVERTIME COMPENSATION

- 3.01 Employees will be compensated for overtime work in accordance with the following provisions:

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- 3.011 Employees in assignments of eight hours per day/five days per week will be compensated for all time worked in excess of eight hours on a regular workday or in excess of forty hours in one week. This rule does not apply to employees in exempt job classes.
 - 3.012 Employees in assignments of at least four hours per day/five days per week but not less than eight hours per day/five days per week will be compensated for all time worked on the sixth and seventh day of the workweek. This rule does not apply to employees in exempt job classes.
 - 3.013 Employees in assignments of less than four hours per day/five days per week will be compensated for all time worked on the seventh day of the workweek. This rule does not apply to employees in exempt job classes
 - 3.014 Employees in assignments of ten hours per day/four days per week will be compensated for all time worked in excess of ten hours on a regular workday or time worked on the fifth, sixth, or seventh day of the workweek. This rule does not apply to employees in exempt job classes.
 - 3.015 Employees in assignments of twelve (12) hours per day/three (3) days per will be compensated for all time worked in excess of twelve (12) hours on a regular twelve (12) hour workday or eight (8) hours on a regular either (8) hour workday or time worked on the fourth, fifth, sixth or seventh day of the workweek (as long as the days are not required to be worked as part of the unit member's additional workday of eight [8] consecutive work hours, once every two [2] weeks). This rule does not apply to employees in exempt job classes.
- 3.02 Employees assigned to professional job classes as defined by current law will be compensated at the equivalent hourly rate of pay for the employee's job class and salary grade step as contained in this schedule. These job classes are designated on the classification plan by an asterisk.
- 3.03 Employees assigned to job classes totally exempted from overtime compensation as defined by current law (designated on the classification play by two asterisks) are not eligible for overtime compensation except:
- (1) As provided in Section 3.07.
 - (2) Unusual circumstances in school ~~d~~District work units in which such employees area authorized and required to work in excess of eight hours per day for more than five consecutive calendar days. The department head may request approval of compensatory time off or straight-time overtime compensation. In such cases the division head must justify the need in writing to the superintendent who shall approve or disapprove the request in advance.
 - (3) Emergency situations involving the safety of students, staff, or the public or the preservation of ~~d~~District property in which the employees are authorized and required to work extraordinarily long workdays for more than two consecutive calendar days. In such cases the division head must notify the superintendent in writing of the circumstances following the emergency.

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The compensatory time off or straight-time compensation provided in (2) and (3) above need not be on an hour-for-hour basis

- 3.04 Employees other than those referred in Sections 3.02 and 3.03 will be compensated at one and one-half (1.5) times the equivalent hourly rate of pay for the employee's job class and salary grade step as contained in this schedule.
- 3.05 An employee who is required to return to duty in an emergency situation after leaving such duty station for the day or week will be compensated for a minimum of three hours including travel time.
- 3.06 Overtime worked in units of less than one-quarter hour will be disregarded for purposes of compensation.
- 3.07 Work performed by regular employees on legal or declared holidays will be considered as overtime without regard to the number of hours worked on other days of that week and will be compensated at the rate of one and one-half times the regular rate for non-exempt employees and one times the regular rate for exempt employees. Such holiday pay will be in addition to the employee's regular compensation for the holiday.
- 3.08 Compensation for overtime, including any special pay additives, may be in the form of payment by warrant or compensatory time off of equivalent value to such payment. Compensatory time off records should be maintained in the appropriate department/site office and such time off shall be permitted within a reasonable time following the day on which overtime is earned, otherwise, the employee will be compensated by warrant. The determination as to the method of compensation will be made by the appropriate management officer.
- 3.09 Overtime shall be held to a minimum. Approval to assign employees to overtime work shall be obtained from the administrator or designee prior to making actual assignments except for those instances in which an emergency requires that a principal or department head call employees back to duty after they have left the worksite.
- 3.10 A full-time, school police sergeant or supervising community service officer who has left the work site for the day or week and is called back will be paid for a minimum of three (3) hours including travel time.
- 3.11 Call back is defined as when school police sergeant or supervising community service officer who has been released from work and has left the work premises. A unit member required to return to duty will be compensated as defined in Section 3.10 above.
- 3.12 Stand-by is defined as when a school police sergeant or supervising community service officer is officially designated by management to remain available to return to work, at any time during specific hours outside of normal working hours and which time the unit member must remain where such unit member can be contacted by phone, ready, fit and able for immediate return to work to perform an essential service. A school police member placed on stand-by shall respond by phone within fifteen (15) minutes of the call and report for work, if so required, within (1) hour from the initial contact. Stand-by shall not apply to court stand-by.
- 3.13 Stand-by duty shall not count as time worked, except to the extent that a sergeant or supervising community service officer is required to and does actually return to a work place and perform

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essential service. Unit members assigned to be on stand-by who are required to return to duty (called back) shall be entitled to the stand-by compensation for that twenty-four (24) hour period, in addition to applicable call-back pay set forth in Section 3.10 above.

- 3.14 Sergeants or supervising community service officers compelled by the District to be placed on stand-by while off-duty (Monday through Friday, except District holidays) shall be given one (1) hour straight (not time-and-a-half) compensation for each twenty-four (24) hours of stand-by time. Unit members compelled by the District to be placed on call while off-duty (Saturday – Sunday, and District holidays) shall be given three (3) hours straight (not time-and-a-half) compensation for each twenty-four (24) hours of stand-by time.
- 3.15 Sergeants or supervising community service officers, when off duty, who receive a phone call from a supervisor for time which he or she is not otherwise receiving compensation, which exceeds fifteen (15) minutes, will be compensated with overtime in increments of fifteen (15) minutes. This will only apply to calls for professional consultation, not routine calls such as calling a unit member back to work. This Section further applies independently to multiple phone calls, even regarding the same event, except if the multiple phone calls occur within the same fifteen (15) minutes. All calls not exceeding fifteen (15) minutes are non-compensable.
- 3.16 The District and AASD agree that all school police unit members will be automatic on call during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, or the District Superintendent. Such automatic stand-by shall be without compensation unless the District is reimbursed by the State or Federal government for such expenditure.

4.00 SPECIAL PAY ADDITIVES

- 4.01 Shift Differential – A regular employee is entitled to shift differential pay when assigned to work a regular, continuing schedule of four hours per day or more in which four hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. Such differential will amount to five percent (5%) above the employee’s regular salary.
- 4.02 Hazard Pay Differential – A regular employee will receive a hazard pay differential for assignment to a position designated by the Board of Education as a hazard pay position. A hazard pay position is one which: (1) continuously exposes the employee to a specific and significant hazard, (2) is clearly dangerous to the health or well-being of any employee so assigned, and (3) the hazard is atypical of the basic occupation of job class. Such differential will amount to five percent (5%) above the employee’s regular salary.
- 4.03 Bilingual Differential – A regular nonexempt employee will receive a bilingual differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally with non-English speaking adults. Such differential will amount to five percent (5%) above the employee’s regular salary. For school police unit members, upon recommendation by the Chief of Police, the unit member will receive a bilingual differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally with non-English speaking individuals. Such differential will amount to 5% above the unit member’s regular salary.

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- 4.04 Stand-by Differential for Custodial Services Supervisors -- A differential shall be paid to a Custodial Services Supervisor who is assigned and required to be on stand-by outside of ~~his/her~~ their regular work hours on a regular and continuing basis for school site/plant operations emergency services. Stand-by means that the scheduled unit member must be where ~~he/she~~ they may be reached by telephone and must be ready, fit, and able to respond to requests for emergency site/plant operations services during ~~his/her~~ their scheduled stand-by time. Such differential will amount to ~~\$3,000~~ \$5,000 annually.
- 4.05 Longevity Differential for School Police Sergeants and Supervising Community Service Officers – The District shall provide a five percent (5%) longevity differential for unit members that have ten (10) or more years’ service with the San Diego Unified Police Department. It is the responsibility of the school police unit member to submit a written request for the longevity differential to the Chief of Police on a form to be made available by the District no sooner than thirty (30) calendar days and no later than ten (10) calendar days before the unit member’s ten (10) year seniority date. A school police unit member who submits the request form late may cause the implementation of the longevity pay to be delayed until the commencement of the first payroll period following the submission of the form and shall not be entitled to any retroactive pay.
- 4.06 Anniversary Stipend for Sworn School Police Sergeants and Non-Sworn Supervising Community Service Officers

(Updates to hourly rates will be completed during the conclusion of bargaining and prior to finalizing the new collective bargaining agreement)

- A. A unit member in an active monthly bargaining unit assignment who has reached the fourteenth (14th) anniversary of continuous monthly employment with the District, including service in restricted status positions, will be paid an annual lump sum anniversary stipend on the November monthly payroll. A bargaining unit member who separates from District service after their anniversary date but prior to payment of the annual lump sum, shall be paid the anniversary stipend on their final pay warrant. This anniversary stipend is \$708.79* for Sworn School Police Sergeants and \$686.13* for Non-Sworn Supervising Community Service Officers.
- B. A unit member in an active monthly bargaining unit assignment who has reached the nineteenth (19th) anniversary of continuous monthly employment with the District, including service in restricted status positions, will be paid an annual lump sum anniversary stipend on the November monthly payroll. A bargaining unit member who separates from District service after their anniversary date but prior to payment of the annual lump sum, shall be paid the anniversary stipend on their final pay warrant. The anniversary stipend is \$1,417.58* for Sworn School Police Sergeants and \$1,372.26* for Non-Sworn Supervising Community Service Officers.

Anniversary stipends shall be subject to the same percentage increases by which the salary plan is increased as set forth in Article 4, Wages, Section 1. (Current anniversary rates shall be maintained on the District’s website.)

- 4.07 Sworn POST Training Differential for Sergeants - A unit member in one of the Police Officer classifications who holds an Intermediate or Advanced POST Certificate is entitled to a training

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differential effective on the first day of the month following the date of issuance of the certificate as follows:

- 10% for Advanced POST.
- 13.5% for Supervisory POST.

Members who hold both sworn certifications will only receive the larger differential of the two.

- 4.08 A unit member in the Supervising Community Service Officer classification, who holds a State of California 832 PC Certification, is entitled to a training differential. Such differential will amount to 5% above the unit member's regular salary.
- 4.09 An annual longevity stipend shall be paid to unit members who have completed 22 or more years of service to San Diego Unified School District in a monthly salaried position. The amount of the stipend shall be **\$2500 or two and a half percent (2.5%) of the unit member's annual base salary, whichever is greater**, and will be paid to all those in an AASD represented position who meet the criteria annually on July 1. The stipend shall be paid on the September monthly pay warrant.

5.00 SERVICE INCREMENTS

- 5.01 A regular monthly employee in an assignment for four (4) hours or more per day, hired or promoted on or after July 1, 1984, will be granted a one- (1-) step salary increase on ~~his/her~~ their anniversary date (first day of the month in the month hired for employees hired between the first and fifteenth of the month; first day of the month following the month hired for employees hired on or after the sixteenth of the month).
- 5.02 A regular monthly employee in an assignment of less than four hours per day will be placed on step "1" of the appropriate salary grade and will not be eligible for service increments.
- 5.03 A regular monthly employee eligible for service increments in accordance with Section 5.01 and who is assigned to an exempt job class (those not eligible for premium overtime pay) and whose work performance is determined to be outstanding may be granted a one- (1-) step salary increase at any time upon recommendation of the superintendent and approval by the Board of Education. When such a merit increment has been granted, a new anniversary or step entry date will be established if such placement is at a step less than the maximum for the job class.

6.00 PROMOTION

- 6.01 An employee who is promoted from a position on another classified employees' salary schedule to a position on the Supervisor I Salary Schedule with a higher maximum salary will first have ~~his/her~~ their salary determined in the appropriate grade of the classified salary schedule in accordance with existing regulations and then will be paid at the rate in the appropriate salary grade on the Supervisor I Salary Schedule which most closely approximates but is no less than a five (5%) increase (exclusive of special pay additives). In no case will the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the employee at the time of promotion it will be credited and applied in the determination of the new salary step.

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- 6.02 An employee who is promoted from one job class on the Supervisor I Salary Schedule to a higher job will be placed on the step of the higher salary grade which is at least one full salary grade or approximately five percent (5%) (or, if there is no such step, seven and one-half percent (7.5%) in amount above the employee's salary exclusive of special pay additives at the time of promotion. If a service increment is due the employee at the time of promotion it will be credited and applied in the determination of the new salary step.
- 6.03 If a service increment is not immediately due at the time of promotion to a higher job class it will be granted in the higher job class on the same date it would have been granted in the lower job class. If a service increment is not due at the time of promotion to a higher job class because the employee has already reached the maximum step on the salary grade of the lower job class, a new service increment date will be effective on the anniversary date (first day of the month in the month promoted for employees promoted on the first through the fifteenth of the month; first day of the month following the month promoted for employees promoted on or after the sixteenth of the month), and additional service increments due will be granted beginning one year thereafter until the maximum salary for the job class is reached.
- 6.04 An employee who voluntarily accepts a demotion and who is promoted to the former higher job class within thirty-six (36) months will be placed on the step of the appropriate salary grade that was held prior to such demotion.
- 6.05 An employee temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class for more than four workdays within a fifteen calendar-day period will receive an upward salary adjustment. The salary adjustment will be effective for the entire period of such assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by the Executive Director, Human Resources or designee.

7.00 PLACEMENT IN A LOWER JOB CLASS

When a permanent or probationary employee is reassigned to a position in a lower job class in the same type of work for any reason, the salary step placement on the salary grade for the lower job class will be that which is approximately five percent (5%) or if there is no such step, seven and one-half percent (7.5%) in amount below the employee's salary in the higher class. Employees on step "6" in the higher class, or on step in the higher class which is more than seven and one-half percent (7.5%) above step "6" of the lower class will be placed on step "6" in the lower class. The increment due date will remain unchanged until the maximum for the lower job class has been achieved. If the reassignment is to a position in a lower job class with a different type of work, the step placement on the salary grade for the lower job class will be determined in accordance with the provisions of Section 4.00 of these rules.

8.00 UNDERPAYMENTS AND OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the ~~the~~ District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the ~~the~~ District will issue a supplementary warrant for the amount due as

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soon as possible. Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the ~~d~~District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the ~~d~~District and the employee.

9.00 HOURLY AND DAILY PAY CALCULATIONS

Hourly pay rates for regular employees on monthly salaries and for temporary employees assigned to job classes on the Supervisor I Salary Schedule will be determined by dividing the monthly rates by 173.33. (This divisor is an industry-wide norm which represents the average number of working hours in the work month.) Daily pay rates are determined by multiplying the hourly rates by the number of hours assigned per workday.

10.00 PARTIAL-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

10.01 A newly hired employee will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating employee will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for the month will not exceed the employee's regular monthly rate.

10.02 An employee who is promoted or demoted other than on the first working day of the month will have the pay for the month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated or declared holidays.

10.03 Salary reductions for all unpaid time in accordance with ~~d~~District policy and procedure will involve a reduction in pay at the employee's daily rate for each day of absence. Total reductions so determined will not exceed the employee's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of workdays in that month. Salary reductions for fifty percent (50%) sick leave will be at one-half of the employee's daily rate.

10.04 An employee changing mid-year from a conventional work year schedule to a year-round schedule (or vice versa) will have the conventional assignment pay calculation (based on the mid-month promotion rule, above) and the year-round pay calculation (based on a daily rate) completed so as to result in equal monthly payments for the remainder of the school year. The initial pay in the new assignment will be a balancing payment.

11.00 SERVICE AWARDS

At stated intervals, additional compensation may be granted in the form of service awards recognizing length of service. These awards will be in the form of certificates, pins, buttons, or other objects. Such service awards will designate appropriate periods of service and will be a regular part of the compensation plan as established by the Board of Education.

12.00 COMPENSATION FOR WORKSHOP PARTICIPATION

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(Updates to hourly rates will be completed during the conclusion of bargaining and prior to finalizing the new collective bargaining agreement)

\$22.96 per hour* for voluntary participation in a District-sponsored workshop or hourly pro-rata rate for mandatory District-sponsored workshop. These rates will be paid only for District-sponsored workshops that occur outside the employee's normal workdays and/or hours.

* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

13.00 EMPLOYEES TRANSFERRING BETWEEN SALARY SCHEDULES

An employee transferring between salary schedules will be placed and continued in employment in accordance with the rules and regulations of the salary schedule to which the employee is transferring, without regard to the basis of such transfer (promotion, demotion, etc.).

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RULES AND REGULATIONS OF THE SUPERVISOR II SALARY SCHEDULE

1.00 INITIAL PLACEMENT ON THE SUPERVISOR II SALARY SCHEDULE

- 1.01 An employee who is promoted from a position on the Teachers' Salary Schedule to a position on the Supervisor II Salary Schedule will first have ~~his/her~~ their annual salary determined in the appropriate grade of the Teachers' Salary Schedule in accordance with existing regulations and then will be paid at the annual rate the appropriate salary grade on the Supervisor II Salary Schedule which would provide an approximate 10% increase but not more than 12.5% increase. The salary differential received by an employee for additional responsibility on the Teachers' Salary Schedule (exclusive of differential pay earned as Specialist Reading Teacher, Mentor Teacher, extended-day, longevity or extended work year) will be allowed in determining the new salary placement on the Supervisor II Salary Schedule.
- 1.02 An employee who is promoted from a position on a Classified Employees' Salary Schedule to a position on the Supervisor II Salary Schedule will first have ~~his/her~~ their annual salary determined in the appropriate grade of the Classified Employees' Salary Schedule (exclusive of special day additives) in accordance with existing regulations and then will be paid at that annual rate in the appropriate salary grade on the Supervisor II Salary Schedule which would provide an approximate 10% increase but not more than 12.5% increase.
- 1.03 A Supervisor II new to the ~~d~~District will be placed on the step of the appropriate salary grade of the Supervisor II Salary Schedule based on an evaluation of the type and level of previous administrative or supervisory experience. The maximum placement normally will be at step "3". The superintendent may authorize a higher step placement within the salary grade when it is considered to be in the best interest of the ~~d~~District.

2.00 UNDERPAYMENTS AND OVERPAYMENTS

Each employee is encouraged to review the annual salary placement and to examine all pay warrants carefully. If an incorrect salary placement has been made or an individual pay warrant is in error, this information must be brought to the attention of the ~~d~~District immediately. Overpayments and underpayments are not subject to the accumulation of earned interest. If an incorrect salary placement or warrant results in an underpayment, the ~~d~~District will issue a supplementary warrant for the total amount due as soon as possible. Board of Education By-Laws limit the time period for submitting claims due to underpayment of wages to one year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the ~~d~~District is required to recover the total amount overpaid. The recovery schedule will include consideration to both the ~~d~~District and the employee.

3.00 RULES AND REGULATIONS FOR THE ADMINISTRATION OF THE SUPERVISOR II SALARY SCHEDULE

3.01 Establishing Supervisor II Position Classifications

Each year the superintendent will recommend to the Board of Education a classification table for designated Supervisor II positions. Classification of these positions will be in accordance with established Supervisor II Salary Schedule Rules and Regulations.

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3.02 Special Salary Placement

When it is considered to be in the best interest of the ~~d~~District the superintendent may recommend to the Board of Education special salary placement of Supervisor II without reverence to standard salary placement procedures. Such special placements will be subject to annual review and recommendation by the superintendent.

3.03 Salary Reductions for Classified Supervisor II's

Daily rates for classified Supervisor II's are determined by dividing the monthly rates by 173.33 and multiplying these hourly rates by the number of hours assigned per workday.

A newly hired Supervisor II will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating Supervisor II will have the terminal monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. Pay so determined for that month will not exceed the manager's regular monthly rate.

A Supervisor II who is promoted or demoted other than on the first working day of the month will have the pay for that month prorated on the basis of the number of days worked in the month in each job class. In this instance only, the daily rate will be determined by dividing the monthly salary by the number of potential workdays in the month including mandated and declared holidays.

Salary reductions for all unpaid time in accordance with ~~d~~District policy and procedure will involve a reduction in pay at the Supervisor II's daily rate for each day of absence. Total reductions so determined will not exceed the Supervisor II's regular monthly rate. No pay will be drawn when such days missed involve a full calendar month regardless of the number of days in that month. Salary reduction for 50% sick leave will be at one-half of the Supervisor II's daily rate.

3.04 Service Increments

A Supervisor II will be granted one increment for each year of service until the maximum salary for the job class is reached. A year of service is defined as service for at least 75% of the work days in the assignment year for the position classification. Progression between steps is on an annual basis, effective July 1 of each fiscal year. Service increments are granted on July 1 of the fiscal year immediately following the fiscal year in which the service increment was earned.

3.05 Allocation to Salary Grades

3.051 A Supervisor II continuing from the preceding school year in the same job class or assigned to another job class in the same salary grade will be paid at the next higher step in the salary grade in accordance with the guidelines in Section 53.04. Employees so assigned during the fiscal year will be paid at the same rate in the new job class.

3.052 A Supervisor II assigned to a job class paid at a salary grade higher than the previous salary grade will be advanced to the rate on the salary grade for the higher job class which will provide an approximate five percent (5%) increase, or if there is no such step, 7.5%.

3.053 A Supervisor II assigned to a job class in a lower salary grade will be allocated to the same rate if it appears in a lower salary grade, or if the same rate does not appear, to the closest lower rate in the lower salary grade.

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- 3.054 A Supervisor II transferred to or within the Supervisor II Salary Schedule or from the Site Administrator Salary Schedule during the fiscal year will be allowed any earned experience increment credit toward progressive advancement on the Supervisor II Salary Schedule upon completion of a year of service in the combined positions in accordance with Section 3.04.
- 3.055 If a Supervisor II in a less than twelve (12) month assignment is engaged to work during the off-schedule time, the salary for such work will be prorated on a daily basis. The base for prorating will be the annual salary to which the employee would otherwise be entitled as follows:
- A. If the additional work is in the same job class, the base for prorating will be the employee's regular annual salary divided by the number of scheduled workdays in the regular less than twelve (12) month work year.
 - B. If the additional work is in a different job class, the annual and daily rates will be determined in accordance with Section 3.052 or 3.053, as appropriate.
- 3.056 The salary of a Supervisor II who transfers from the Site Administrator Salary Schedule to the Supervisor II Salary Schedule and is paid on a step on the Site Administrator Salary Schedule which does not appear on the Supervisor II Salary Schedule will be determined as follows:
- A. If the transfer is to a job class with a salary grade maximum higher than the maximum step placement on the present assignment on the Site Administrator Salary Schedule, the manager will be paid at the same step on the new salary grade which is just above the present rate.
 - B. If the transfer is to a job class with a salary grade maximum lower than the maximum step placement of the present assignment on the Site Administrator Salary Schedule, the manager will be paid the same rate if it appears in the lower salary grade, or if the same rate does not appear, the closest lower rate in the lower salary grade.
 - C. If the transfer is voluntary and to a job class with a salary grade maximum lower than the maximum step placement of the present assignment on the Site Administrator Salary Schedule, the manager will be paid on the step on the new salary grade which results in the smallest reduction in monthly pay.
- 3.06 The monthly salary rates shown in this salary schedule are based on the understanding that the salaries of managers are fixed according to the responsibilities to be fulfilled, are not based on a set number of hours per week and will not be adjusted with variations in work schedules unless part-time employment is specifically provided. Regular, full-time managers will be paid the appropriate rates for their respective job classes and step placements as shown in this salary schedule.
- 3.07 Part-time Assignments

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Compensation of part-time positions will be determined on the basis of the percent of time of part-time assignments bears to the comparable full-time assignment.

3.08 Higher Salary Rates for Temporary Assignment to a Higher Class

When a Supervisor II is qualified for and is temporarily required to serve regularly in and accept the responsibility for work in a higher job class, such employee, while so assigned, will receive the entrance rate of the job class or one increment above the employee's present rate, whichever is higher. In order to qualify for the higher rate of pay the temporary assignment to a higher class must be regular continuous for periods of more than 20 workdays but shall not exceed one year.

A Supervisor II may temporarily be assigned the work of any job class in the same or lower salary grade without change in pay. Temporary assignments must be approved by the superintendent, or designee, prior to the employee starting the out-of-class work.

3.09 Benefits

All pertinent rules and regulations of the ~~the~~ District which apply to the entire certificated staff and which are not in conflict with basic rules of the Supervisor II Salary Schedule will also apply to the Supervisor II Salary Schedule, e.g. leaves of absence, sick leave, health and retirement benefits, etc.

3.10 Transferring Between Salary Schedules

An employee transferring between salary schedules will be placed and continued in employment in accordance with the rules and regulations of the salary schedule to which the employee is transferring without regard to the basis for such transfer (promotion, demotion, etc.).

3.11 Temporary Performance of Supervisor II Duties

Employees on other ~~the~~ District salary schedules temporarily assigned to perform the duties and responsibilities of a Supervisor II job class for more than 20 workdays will receive an upward salary adjustment for the entire period of such assignment in accordance with 1.01. Such assignments shall not exceed one year and must be approved by the superintendent, or designee, prior to the employee starting the assignment.

4.00 COMPENSATION FOR HOURLY SERVICES

(Updates to hourly rates will be completed during the conclusion of bargaining and prior to finalizing the new collective bargaining agreement)

Compensation for Supervisor II work is salaried and not subject to overtime. Managers are not eligible for compensation above their salary during their contract year. Compensation for hourly services is only available during specified periods of time.

4.01 Hourly Supervisor II Assignments

\$46.97*

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This rate applies to ten- and eleven-month ~~ed~~District Supervisor II Salary Schedule employees providing services which involve Supervisor II responsibilities including planning, conducting, and evaluating activities such as materials development projects and staff in-service classes and workshops on an hourly basis at times outside their normal assignment year including, if appropriate, Winter and Spring vacation periods and between the end of one school year and the beginning of another.

4.02 Workshop Participation

\$22.96 per hour* for voluntary District-sponsored workshops or hourly pro-rata rate for mandatory District-sponsored workshops.

This rate applies to ten- and eleven-month ~~ed~~District Supervisor II Salary Schedule employees participating in District-sponsored workshops which do not involve Supervisor II responsibilities referenced in Section 4.01. Such workshop participation must be at the request of the District and taken during times outside their assignment year as defined in Section 4.01.

4.03 When a Supervisor II is performing work outside of his/her ~~their~~ assignment year for which an appropriate pay rate has not been established, the appropriate pay rate will be determined by the Executive Director, Human Resources or designee.

* Amounts designated by an asterisk shall be subject to the same percentage change as negotiated for all other rates on the Salary Schedule.

5.00 LONGEVITY STIPEND

Longevity Stipend for Unit Members on the Supervisor II Salary Schedule. An annual longevity stipend shall be paid to unit members who have completed 22 or more years of service to San Diego Unified School District in a monthly salaried position. The amount of the stipend shall be \$2500 or two and a half percent (2.5%) of the unit member's annual base salary, whichever is greater, and will be paid to all those in an AASD represented position who meet the criteria annually on July 1. The stipend shall be paid on the September monthly pay warrant.

6.00 SPECIAL PAY ADDITIVE FOR SCHOOL POLICE CAPTAIN

6.01 Bilingual Differential for School Police Captains – Upon recommendation by the Chief of Police, a School Police Captain will receive a bilingual differential for assignment to a position designated by the Board of Education as requiring the ability to communicate orally with non-English speaking individuals. Such differential will amount to five percent (5%) above the unit member's regular salary.

6.02 POST Training Differential for School Police Captains -- A School Police Captain who holds a Supervisory or Management POST Certificate is entitled to a training differential effective on the first day of the month following the date of issuance of the certificate as follows:

13.5% for Supervisory POST Certificate

15% for Management POST Certificate

School Police Captains who hold both sworn certifications will only receive the larger differential of the two.

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FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli June 22, 2023

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Jessica Falk Michelli Date
Executive Director, Labor Relations

DocuSigned by:
Jodie Macalos June 22, 2023

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Jodie Macalos Date
Executive Director, Finance

FOR AASD – CLASSIFIED:

DocuSigned by:
Donis Coronel June 22, 2023

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Donis Coronel Date
Executive Director, AASD

DocuSigned by:
Jesus Montana June 22, 2023

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Jesus Montana Date
Classified Bargaining Chair, AASD

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SAN DIEGO UNIFIED SCHOOL DISTRICT

AND

THE ADMINISTRATORS ASSOCIATION SAN DIEGO (AASD)

CLASSIFIED BARGAINING UNIT

TERM AGREEMENT

This Term Agreement is entered into by and between the San Diego Unified School District (hereinafter, “District”) and the Administrators Association San Diego Classified Bargaining Unit (“AASD-Classified”).

1. The parties agree to create a new collective bargaining agreement between AASD-Classified and the San Diego Unified School District with a term of July 1, 2021 through June 30, 2022.
2. The above referenced collective bargaining agreement shall embody all of the continuing specific terms of the agreement that expires on June 30, 2021 with exception of the term.
3. Nothing in this agreement shall be construed as limiting any rights of the parties retained under the provisions of the Educational Employment Relations Act.

Signed this 7th day of June 2023


FOR THE DISTRICT:

FOR AASD – CLASSIFIED:

DocuSigned by:
Jessica Falk Michelli June 13, 2023
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 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:
Donis Coronel June 12, 2023
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 Donis Coronel Date
 Executive Director, AASD

DocuSigned by:
Jodie Macalos June 12, 2023
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 Jodie Macalos Date
 Executive Director, Finance

DocuSigned by:
 June 13, 2023
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 Jesus Montana Date
 Classified Bargaining Chair, AASD

FOR THE DISTRICT:

DocuSigned by:
Jessica Falk Michelli June 13, 2023
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Jessica Falk Michelli Date
Executive Director, Labor Relations

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Jodie Macalos June 12, 2023
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Jodie Macalos Date
Executive Director, Finance

FOR AASD – CLASSIFIED:

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Donis Coronel Date
Executive Director, AASD

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Jesus Montana June 13, 2023
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Jesus Montana Date
Classified Bargaining Chair, AASD

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