

SUMMARY OF TENTATIVE AGREEMENTS REACHED

Between San Diego Unified School District and San Diego Schools Police Officers' Association Successor Collective Bargaining

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

1. Article 7 (Wages)
2. Article 8 (Hours of Employment)
3. Article 9 (Health and Welfare Benefits)
4. Article 10 (Safety Conditions of Employment)
5. Article 12 (Leave Policies)
6. Article 20 (Tuition Reimbursement Program)
7. Article 21 (Effect of Agreement)
8. Appendix A
9. MOU for a 2021-2022 Term Agreement

The Parties reached a complete agreement regarding a Successor Bargaining Agreement effective July 1, 2022 through June 30, 2025. All other articles not listed here shall remain as reflected in the Collective Bargaining Agreement dated July 1, 2018 through June 30, 2020.

**Tentative Agreement
Between
San Diego Unified School District
And
San Diego Schools Police Officers' Association**

2021 Successor Bargaining

February 12, 2024

7. WAGES

Section 1: SALARY RATES

- A. ~~Effective July 1, 2018, the salary schedules shall be increased by one percent (1%).~~
- B. ~~Effective January 1, 2019, the salary schedules shall be increased by a compounded one percent (1%).~~
- A. 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.

Section 2: EQUITY CLAUSE

During the term of this agreement, the following Equity Clause provisions will apply:

- A. If any other bargaining unit, the Non-Represented Management employee group, or the Confidentials ~~Unit-employee group~~ receives enhanced health and welfare benefits, SDSPOA will receive the same enhanced benefit.
- B. If any other bargaining unit, the Non-Represented Management employee group, or the Confidentials ~~Unit-employee group~~ receives across-the-board on-schedule base salary increase or a new across-the-board off-schedule bonus, SDSPOA will receive the same increase or bonus. This obligation will not be triggered by:
 - 1. Increases or enhancements to any other bargaining unit, the Non-Represented Management employee group, or the Confidentials ~~Unit-employee group~~, that will be paid for with resources currently allocated to that unit.

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2. Increases or enhancements given to any employee group as a result of grievance or other wage-related settlement agreements.
3. Compensation or benefits provided to non-SDSPOA employees or employee groups which are already extended to the SDSPOA bargaining unit under an existing collective bargaining agreement.

Section 3: CLEANING/CLOTHING ALLOWANCE

- A. The District shall pay sworn police and community service officer personnel who have completed twelve (12) continuous months of full-time ~~d~~District service, a monthly stipend of \$80.00 per month (\$960.00 annually) beginning on their thirteenth (13th) month of employment for cleaning, maintenance, and upkeep of ~~d~~District issued uniforms. Such stipend will not be paid to an employee while on unpaid leave of absence, but will resume upon return to duty.
- B. The District shall continue to provide first issue uniforms and related gear to new hires. All employees that receive a uniform allowance shall be responsible to replace uniforms and footwear. The Department shall continue to provide replacement safety equipment.

Section 4: ~~POST Certified Training~~ CERTIFIED TRAINING

- A. The District will reimburse 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 will 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 5: SAFETY RETIREMENT

- A. The PERS Safety Retirement Plan for all sworn unit members includes Credit for Unused Sick Leave and One Year Final Compensation.
- B. Effective July 1, 2013, the PERS Safety Retirement Plan for all sworn 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 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 in 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

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Investigations Differential, and Training Manager/Background Investigator Differential) effective January 1, 2014.

1. Effective January 1, 2014, all sworn 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 nine percent [9.0%]) toward the employee’s contribution to CalPERS. In exchange, all sworn unit classifications will receive an increase in base salary of six and one half percent (6.5%).
 2. Effective January 1, 2014, all non-sworn unit members that are not “New Members” within the meaning of PEPRA shall pay an additional three percent (3.0%) (for a total of seven percent [7.0%]). In exchange, all non-sworn unit classifications will receive an increase in base salary of three percent (3%).
- 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 6: 457 PLAN

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

Section 7: DEFERRED RETIREMENT OPTION PROGRAM

The District agrees to amend its contract with the Public Employees Retirement System to adopt the Deferred Retirement Option Program if that program becomes available. Either Party, upon notice of the availability of the program, will notify the other, and the Parties will meet to evaluate the scope and nature of the program. The District agrees to adopt the program immediately, providing there is no net cost to the District.

Section 8: JOINT BUDGET COMMITTEE

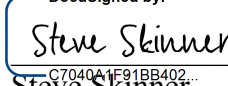
The Parties agree to convene a Joint Budget Committee at the request of the Association any time to discuss the District's financial condition and its implication on any mandatory subjects of bargaining.

FOR POA:

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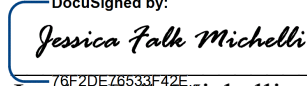
 February 29, 2024

 Caleb Arnold Date
 President

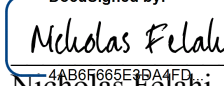
DocuSigned by:

 March 8, 2024

 Steve Skinner Date
 Vice President

FOR THE DISTRICT:

DocuSigned by:

 March 11, 2024

 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:

 February 15, 2024

 Nicholas Felahi Date
 Assistant General Counsel II

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8. HOURS OF EMPLOYMENT

Section 1: WORKDAY AND WORKWEEK

- A. The District recognizes the principle of an eight (8) hour workday and a forty (40) hour workweek for persons employed on a full-time basis, though it has negotiated alternative schedules including ten (10) and twelve (12) hour shifts. The traditional workweek shall be Monday through Friday. For payroll accounting purposes, the traditional workweek calendar shall begin on Monday at 12:00 a.m. and end on the following Sunday at 11:59 p.m. The non-traditional workweek shall not exceed five (5) consecutive workdays starting any day other than a Monday.
- B. Work schedules will be inclusive of breaks and a 30-minute paid meal period.
- C. The exact start and end times and the days worked by unit members will be worked out by the Parties, and may be modified by agreement of the Parties to help ensure the success of the department.

Section 2: SHORTENING OF THE ASSIGNED WORKDAY

Unit members shall not be permitted to shorten their workday by foregoing rest breaks and/or lunch periods.

Section 3: ESTABLISHING STARTING TIME

The unit member's supervisor shall determine the starting time for the unit member's workday. A unit member's work schedule shall not be changed temporarily to avoid the payment of overtime.

Section 4: OVERTIME

- A. The District reserves the right to assign overtime to any unit member and to compensate unit members for overtime worked in accordance with the salary schedule rules and regulations

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as set forth in Appendix A. Unit members shall be given the option to accept or reject non-emergency overtime providing District needs can be met.

- B. Police Dispatchers. Full-time police dispatchers shall be given the first right of refusal on overtime opportunities, subject to the discretion of the Chief of Police in consideration of health, welfare, and/or safety.

Section 5: CONTRACTING AND CIVIC CENTER WORK BY SCHOOL POLICE SERVICES

- A. The District and Association agree that the Education Code generally requires the District to use School Police personnel for any extra security services directly funded by the District. Both Parties agree that any security work under four (4) hours may be contracted to private security companies. Any security work directly funded by the District, which is four (4) hours or more will be offered to unit members for a first right of refusal before contracting out to private security companies.
- B. Excluded from the right of first refusal is any construction project which is not under the District's control (including but not limited to those funded by Proposition S, Z or other future bond measures). The Parties agree that a construction project is not under the District's control when: 1) the District has a contract with a general contractor to construct, reconstruct, alter, erect, renovate, improve, demolish, or repair any whole or part of a District owned or District leased site; 2) the general contractor (or its subcontractors) has not yet completed the project and retains control or liability for the security of the site and adjoining property; 3) the District has not accepted completion of the project via District's beneficial occupancy of the District's recordation of a Notice of Completion. A construction project performed by the District's own maintenance forces is under the District's control and thus, unit members will be offered first right of refusal to provide security services.
- C. District agrees, at least seven (7) days in advance of a general contractor's onsite mobilization of the project and as needed, to meet with the District Police Department and Association to assess if the project raises any additional security concerns which would impact the security of the site, separate and apart from the general contractor's liability and determination of how or whether to secure the project site and adjoining property. If, as a result of such meeting, the District determines that extra security work is needed to properly secure the non-construction area of the site or other District property or facility, unit members will be offered the right of first refusal for any extra security work in accordance with this Section.
- D. Parties agree that this Section will be complied with when the District determines it is necessary to engage extra security work to secure a project site under the District's control, either because the District has accepted completion of the project or because the District's own maintenance forces are engaged to construct, reconstruct, alter, erect, renovate, improve, demolish, or repair any whole or part of a District owned or District leased site, by providing unit members first right of refusal over the entire scope of the extra security work needed. In

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this instance, the District will not directly contract for security services unless unit members decline any portion of the extra security work needed for a project site under the District's control.

- E. After the passage of any District bond measure which will result in construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair of any whole or part of a District owned or District leased site or upon any change in the law or liability associated with District bond projects, if requested by the Association, the Parties will meet to discuss whether any aspects of the projects' security needs are not addressed by the provisions of this Article.
- F. Additional opportunities for first right of refusal will include, but are not limited to, outside entities renting or leasing San Diego Unified School District sites and/or facilities. In such event, the District will notify the renting entity and charge the appropriate rate as part of the rental fee. It is understood that unit members may not work any extra security assignment which ends less than eight (8) hours prior to their next regularly assigned work shift schedule.

All extra security services will be governed by this ~~a~~Agreement pursuant to criteria outlined within ~~Administrative Procedure 5000~~ Board Policy 5142 and Administrative Regulation 5142, and any changes to the procedure, related specifically to contracting out, will require both Parties to meet and confer.

Section 6: CALL-BACK / STAND-BY / TELEPHONE CALLS

- A. Call-back is defined as when an employee who has been released from work and has left the work premises is asked to return to work before the next scheduled work period. An employee required to return to duty will be compensated as defined in Appendix A, Section 1.02 and 1.03 of this Agreement.
- B. Stand-by is defined as when an employee is officially designated by management to remain available to return to work, at any time outside of normal working hours. During this time the employee must remain where ~~he or she~~ they can be contacted by phone and ~~is~~ be ready, fit, and able for immediate return to work to perform an essential service. An employee 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.
- C. Stand-by duty shall not count as time worked, except to the extent that an employee is required to, and does actually return to a work place and perform essential service. Employees assigned to 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 Appendix A, Section 1.02 and 1.03.

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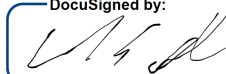
- D. Employees compelled by the District to be placed on stand-by while off-duty (Monday through Friday, except District holidays) shall be given one (1) hour straight (not time-and-a-half) compensation for each twenty-four (24) hours of stand-by time. Employees compelled by the District to be placed on stand-by 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.
- E. Members, when off duty, who receive a phone call from a supervisor during time which ~~he or she is~~ they are 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 an employee 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.
- F. The District and Association agree that all employees will be on automatic stand-by 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.

Section 7: MANDATED DEPARTMENT WORK DAYS (“BLACK-OUT DAYS”)

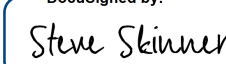
In the month of May of each year, the Chief of Police or designee will meet with the Association to discuss and inform of the following school year’s known District identified mandated department work days (“black-out days”). The use of accrued paid leave will only be approved in exceptional circumstances.

The Chief or designee will meet with the Association as needed throughout the school year to inform of any additional black-out days with as much notice as possible.

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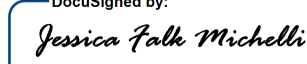
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 February 29, 2024

C7040A1F91BB402... Date
 Caleb Arnold
 President

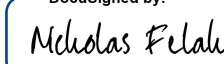
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70F2DE76533F42E... Date
 Jessica Falk Michelli
 Executive Director, Labor Relations

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 February 15, 2024

4AB6F665E3DA4FD... Date
 Nicholas Felahi
 Assistant General Counsel II

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9. 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 9 – Health and Welfare Benefits during the term of this Agreement only for the purpose of updating the RMT language.

Section 1: BENEFITS DURING THE TERM OF THE SUCCESSOR AGREEMENT

The District shall absorb the cost of the benefit package through ~~June 30, 2020~~ the term of this Agreement.

Section 2: ELIGIBILITY

A. Eligible unit members are those active unit members in paid status in monthly salaried positions of 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 health, dental, vision, and/or life insurance coverage by remitting the required fee to the District.

B. Eligible dependents are:

1. A unit member's legal spouse (including those individuals meeting the requirements of ~~this Section 2.B.1~~ this Section 2.B.1) who has not entered a final decree of divorce, ~~or an annulment, or legal separation~~ from the unit member or an unmarried unit member's 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 ~~a~~ Agreement and that such rules and requirements shall extend to all plans and coverages provided in this Article, whether contracted through the ~~San Diego County California~~ Schools Voluntary Employee Benefits Association (VEBA), or such other mutually agreed upon benefits program 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~~

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~~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 Section, 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 from same sex domestic partners. For to be filed by opposite sex domestic partners, if where one or both are over under age sixty-two (62), years old and a Declaration must be filed with the State. If one or both are over sixty-two (62) years old, they must meet the eligibility requirements for old age benefits under the Social Security Act.

2. For medical benefits, a unit member's unmarried child (including any stepchild, child of the unit member's domestic partner as defined in Section 2.B.1., legally adopted child, or child for whom the unit member is named permanent legal guardian by court order) who has not attained ~~his/her~~ their twenty-sixth (26th) birthday, and is not covered for benefits as an employee, and is not on active duty as a member of the armed forces, and is not enrolled in another benefits plan. So long as it is consistent with the Affordable Care Act, eligibility shall include a unit member's child (including any stepchild, child of the unit member's domestic partner as defined in Section 2.B.1, or legally adopted child who has not attained their twenty-sixth [26th] 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.
3. 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 Section 2.B.1, legally adopted child, or child for whom the unit member is named permanent legal guardian by court order) must not have attained their twenty-sixth (26th) birthday. who is at least nineteen (19) years of age but less than twenty five (25) years of age (less than twenty three [23] years of age for optional dependent life insurance), is primarily dependent upon the unit member for support and maintenance, and attends an accredited college, university or vocational/technical school as a full time student. The vocational/technical school must be approved by the State Department of Education. Effective January 1, 2014, the maximum age for a unit members' unmarried child shall be modified to "but less than twenty six (26) years of age." 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.
4. A unit member's unmarried child (including any stepchild, child of the unit member's domestic partner as defined in Section 2.B.1, legally adopted child, or child for whom

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the unit member is named permanent 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 incurred prior to age twenty-six (26) 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.

C. Effective date and termination of coverage:

1. For unit members whose first day of paid service in a monthly salaried position occurs from the first (1st) of the month through the fifteenth (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 hired after the fifteenth (15th) of the month will become eligible for benefits effective the first day of the second full month of employment.
2. 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.
3. A unit member having established eligibility for 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.
4. For unit members subject to layoff, coverage will terminate on the last day of the month in which the effective date of the layoff occurs (except if the layoff occurs in June or July, District-paid coverage will continue through September 30 of the same year).
5. 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.
6. For purposes of beginning or terminating coverage, unit members who are on a Family Care Leave or otherwise approved for District-paid coverage by Board resolution, are treated as if the unit member is in paid status.
7. If a unit member does not enroll for coverage for self and eligible dependents under a District-sponsored medical, dental, and/or vision plan 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 ~~in either October, November, or another period mutually agreed to by the Parties.~~

Section 3: MEDICAL BENEFITS PLANS

- A. ~~The Parties agree to mutually determine a medical benefits administrator. Currently, i~~It has been mutually agreed between the Parties that medical benefits will be offered solely through the San Diego County California Schools Voluntary Employee Benefits Association (VEBA) throughout the life of this Agreement. ~~In the event that the Parties mutually agree~~

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~~to select an alternative benefits program, the District shall pay an equivalent cost allocation for the agreed upon medical plan options.~~

- B. Consistent with the cost allocation set forth in Section 1 above, the District will provide three (3) medical benefit plan options, if made available through the VEBA Program, to eligible unit members and eligible dependents:
1. Kaiser HMO
 2. United Health Care HMO
 3. United Health Care PPO
- C. The District shall pay the cost of the VEBA medical plan option selected. In the event that the Parties mutually agree to select a plan administrator or program other than VEBA benefits an alternative benefits program, the District shall continue to pay the same cost allocation for the agreed upon medical plan options.
- D. The Parties agree to the following as presented and explained to the Health and Welfare Benefits Committee by the VEBA administrator's letter of September 9, 2009. Specifically:
1. A \$100/month payment by the unit member for those who waive coverage through another employer, in exchange for cash, under the parameters/protections established by the Health and Welfare Benefits Committee, up to a maximum of \$1,000.00 per fiscal year.
 2. The change to the dual-coverage provision as proposed by VEBA, under the parameters/protections established by the Health and Welfare Benefits Committee described in Section 7.B.
- E. If unilateral changes to benefits are made by the third party administrator that result in actual savings to the District beyond those realized through the benefit changes in Section 3.D (above), the amount of savings generated by the Association shall be paid to unit members in the form of a lump sum payment during the applicable contract year. Savings are realized if the actual costs incurred during the plan year following the unilateral plan changes are less than current year costs before the unilateral change. Savings defined under this clause do not include any changes realized as a result of administrative changes, operational efficiencies or accounting changes implemented by the third party administrator. The lump sum payment shall be determined by calculating the benefit expense savings attributable to the Association and converting that amount to an equal percentage increase to each cell of the salary schedules. That percentage amount will determine the lump sum payment for each unit member. Savings shall be determined after the open enrollment period is completed, and the lump sum payment for the year shall be paid on or before June 30th of the contract year following the completion of the plan year.

Section 4: DENTAL BENEFITS PLANS

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- A. The District will provide three (3) dental benefit plan options under the VEBA program to eligible unit members and eligible dependents:
 - 1. Delta Dental PPO
 - 2. Western Dental Plan
 - 3. Delta Dental HMO
- B. The District shall pay the full cost of the dental plan option selected, unless modified by the Parties. The District shall pay the cost of the dental plan option selected consistent with the cost allocation set forth in Section 1 above.
- C. The ~~Western Dental Plan~~ dental plan options in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties.
- D. Effective July 1, 1992, a unit member who retired on or after June 1, 1992, or who retired prior to that date and has maintained continuous coverage under a District-sponsored dental plan as a COBRA beneficiary through June 30, 1992, may continue participation in a District-sponsored dental plan by remitting payment to the Benefit Department at the contribution rates established by the District.

Section 5: LIFE INSURANCE

- A. A life insurance provider mutually agreed upon by the Parties will provide group term life insurance policy equal to annual salary or seven thousand, five hundred dollars (\$7,500.00), whichever is greater, in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement unless otherwise agreed to by the Parties. 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.
- B. Unit members may purchase, through payroll deduction, additional ~~employee~~ unit member and dependent life insurance under conditions specified by the carrier and the District. 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: VISION PLAN

The Vision Service Plan in effect immediately prior to the effective date of this Agreement shall remain in full force and effect for the duration of this Agreement, unless otherwise modified by the Parties. The District shall pay the cost of the vision plan option consistent with the cost allocation set forth in Section 1 above.

Section 7: GENERAL

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- A. 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 and review services.
- B. When two (2) employees are spouses and are both eligible for a benefit plan based on their employment with the District:
 - 1. Under the dental and vision plans provided in this Agreement, each spouse can cover the other as a dependent provided they are both employee members of the plan. Dependent children may be covered as dependents under both parents.
 - 2. Under the medical plans provided in this ~~a~~Agreement, each spouse can choose ~~his or her~~ their own medical benefits plan. Dependent children may be covered under one parent or the other but not under both.
- B. Unit members and unit members on leave of absence enrolled in the medical plans referred to in Section 3 or the dental plans referred to in Section 4 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 3 or the dental plans referred to in Section 4 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 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~~ their death may continue participation in the medical and dental plans referred to in Sections 3 and 4. 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 or dental plans referred to in Sections 3 and 4 at the time of ~~his/her~~ their death.
 - 2. The spouse must notify the Employee Benefit 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 Benefit 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.
- E. Unit members who are separated due to a reduction in force may continue their group medical coverage for up to eighteen (18) calendar months beyond the date coverage would have normally terminated by paying the required monthly fee to the District (COBRA).

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Section 8: RETIREE MEDICAL FUND

- A. PORAC Retiree Medical Trust. The SDSPOA and the District agree that saving for retiree medical benefits shall be the responsibility of both Parties. Pursuant to this ~~a~~Agreement and following ratification of this ~~a~~Agreement, the District shall cease paying into the previously established District Retiree Medical Fund (held in trust for the Association in District assets) (hereafter "District Fund"). In its place, the SDSPOA shall join the Peace Officer's Research Association of California (PORAC) Retiree Medical Trust (RMT). The PORAC Joinder Agreement shall be between the SDSPOA and PORAC RMT and the District will acknowledge the funding to the PORAC RMT established in this ~~a~~Agreement and agree to make certain contribution reports to the PORAC RMT.
- B. 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-District~~ health insurance funding program, unless changed by mutual agreement of the ~~p~~Parties to this ~~a~~Agreement. There shall be no unit member election to take the transfer amount from the District Fund in cash, in lieu of depositing into the RMT.
- C. Monthly Contributions to PORAC RMT. The District shall make a monthly contribution of \$100.00 per unit member, combined with a mandatory unit member contribution of \$50.00, on a pre-tax basis to the PORAC RMT, totaling \$150.00 per ~~employee-unit member~~ per month.

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

- D. District Fund Eligibility. After the PORAC RMT receives the first monthly payroll contributions, the District will cease to set aside any monies for retiree healthcare for current or future SDSPOA unit members, except as set forth in this ~~a~~Agreement. Any retired SDSPOA unit member who retired prior to June 7, 2016 that ~~were-was~~ utilizing the funds held in the District Fund shall continue to receive \$250.00 per month to reduce the cost of the District purchased medical plan, until such time as the retired unit member is no longer eligible. These retired unit members will not be eligible to participate in the Association/PORAC RMT benefits.
1. A retired unit member who meets all of the following conditions will be eligible for this benefit.
 2. The unit member, immediately upon separation from the District, began to receive a service retirement benefit from the Public Employees' Retirement System (PERS) or the State Teachers' Retirement System (STRS).

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3. The unit member had fourteen (14) years of paid monthly salaried service with the District of which the last 365 calendar days of such service (including the unit member's normal recess periods) must have been in a monthly salaried position of one-half (1/2) time or more. For the purposes of this paragraph only, an unpaid leave of absence shall not count toward the fourteen (14) years of continuous service nor shall it be considered a break in such service.
4. The unit member's retirement effective date with PERS or STRS is on or after July 1, 1986.
5. The unit member is under age sixty-seven (67) as of the retirement effective date with PERS or STRS except that retirees age sixty-five (65) and over whose retirement effective date occurred after June 30, 1998, shall be required to enroll in/purchase both Parts A and B of Medicare to continue in this program.
6. The unit member was covered under a District-sponsored group medical plan as an employee immediately prior to the retirement effective date under PERS or STRS and chooses to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District.

Section 9: LONG-TERM DISABILITY INSURANCE

The District shall remit to the Association 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 ~~\$30.00~~ sixty dollars (\$60.00) per month, 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 the Association on ~~that~~ the unit member's behalf. The Association shall maintain in full force and effect the PORAC long-term disability plan in which its members were enrolled on July 1, 2013 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 10: DISTRICT-WIDE HEALTH AND WELFARE ~~BENEFIT ADVISORY~~ COMMITTEE

- A. The Parties agree to the appointment of a District-wide Health and Welfare ~~Benefit Advisory~~ Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work toward maintaining quality benefits while reigning in the increased cost of such benefits. The Committee shall meet in accordance with a meeting schedule established by the Committee.
- B. The Committee will review ~~d~~ District health and welfare benefit programs and may 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

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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 (90)~~ thirty (30) days prior to the start of open enrollment of the same year. ~~The date can be extended to allow a minimum of thirty (30) calendar days from the date the Committee receives all three (3) medical benefit premium amounts from the mutually agreed upon provider/administrator.~~

- D. The Committee may review and make recommendations regarding all contracts with carriers prior to adoption by the Board of Education.
- E. During the term of this Agreement, the Parties agree to research creative ways to reduce the cost of the benefits program.

Section 12: FLEXIBLE SPENDING ACCOUNTS

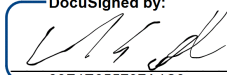
The District shall maintain Health and Dependent Care Flexible Spending Accounts (FSAs) in accordance with Section 125 of the Internal Revenue Code. Unit members eligible to avail themselves of this program are those unit members in paid status in monthly salaried positions of one-half (1/2) time or more.

The FSA Plan year shall be the calendar year. An annual election period shall be held during the annual open enrollment period. For newly eligible unit members, the election period 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 allowed by law). Such amount shall serve to reduce the unit member’s salary on a pro rata basis each month except July and August.

An administrator mutually agreed upon by the Parties shall administer 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. The Association reserves the right to review annual District records pertaining to any savings/expenses related to this Program.

FOR POA:

DocuSigned by:

 February 29, 2024

 Caleb Arnold Date
 President

FOR THE DISTRICT:

DocuSigned by:

 March 11, 2024

 Jessica Falk Michelli Date
 Executive Director, Labor Relations

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DocuSigned by:
Steve Skinner March 8, 2024
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Steve Skinner Date
Vice President

DocuSigned by:
Nicholas Felahi February 15, 2024
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Nicholas Felahi Date
Assistant General Counsel II

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**Tentative Agreement
Between
San Diego Unified School District
And
San Diego Schools Police Officers' Association**

2021 Successor Bargaining

February 12, 2024

10. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: MAINTENANCE OF WORK LOCATIONS

The District agrees to maintain schools and other work locations in a safe and sanitary condition and shall not knowingly violate applicable provisions of state and federal laws relating to health, safety, and fire.

Section 2: MAINTENANCE OF SPECIAL PURPOSE FACILITIES

The District agrees to maintain facilities and equipment in a safe and sanitary condition in currently operational lunchrooms, restrooms, lavatories, and break facilities for unit member use.

Section 3: 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~~ their designee, unit members shall promptly return any ~~the~~ District-funded safety equipment, devices or clothing.

Section 4: NOTIFICATION OF UNSAFE OR UNSANITARY CONDITIONS

All unit members are encouraged to notify their supervisors of any unsafe or unsanitary conditions at any ~~the~~ District work location. No reprisal of any kind shall be taken against any unit member as a result of the unit member's report of unsafe or unsanitary conditions.

Section 5: INVESTIGATION OF SAFETY PROBLEMS

The Association representative and the Chief of Police, or ~~his/her~~ their designee, may jointly investigate any alleged safety problem affecting unit members in an attempt to arrive at a mutually satisfactory remedy.

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Section 6: BALLISTIC VESTS AND FIREARMS

- A. The District agrees to provide each sworn and community service officer with a department approved ballistic vest.
- B. All sworn and community service 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~~ their designee, deems that such additional precautions are necessary for the safety and/or well-being of the officers. The District and the Association 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~~ their 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.
- 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 or 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' 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 7: SCHEDULING

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

Section 8: PHYSICAL FITNESS

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The District and the Association mutually support and endorse the concept of maintaining and improving physical fitness among all School Police unit members.

Section 9: POST CERTIFIED AGENCY

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

Section 10: VEHICLE COVERAGE POLICY

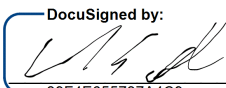
The District shall not require the unit member to utilize personal insurance within the course and scope of employment.

- A. ~~The Association and 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. The District will provide sworn police officers with public safety vehicles for the use within their course and scope of employment. Unit members who are not required to have a public safety vehicle for the course and scope of employment will not be assigned a vehicle.~~
- B. In the event officers are called upon to utilize their personal vehicles, they 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.

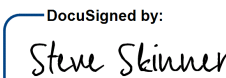
Section 11: CONFIDENTIAL PERSONAL INFORMATION

~~Provide that a~~All unit employees shall be designated as covered pursuant to the protections of California Vehicle Code, Section 1808.4.

FOR POA:

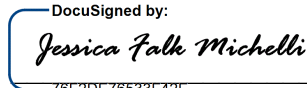
DocuSigned by:

 February 29, 2024

 Caleb Arnold
 Date
 President

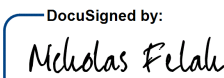
DocuSigned by:

 March 8, 2024

 Steve Skinner
 Date
 Vice President

FOR THE DISTRICT:

DocuSigned by:

 March 11, 2024

 Jessica Falk Michelli
 Date
 Executive Director, Labor Relations

DocuSigned by:

 February 15, 2024

 Nicholas Felahi
 Date
 Assistant General Counsel II

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**Tentative Agreement
Between
San Diego Unified School District
And
San Diego Schools Police Officers' Association**

2021 Successor Bargaining

February 12, 2024

12. LEAVE POLICIES

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: SCOPE OF LEAVE POLICIES

The District will provide to eligible unit members the leaves set forth in this Article XII.

Section 2: SICK LEAVE

- A. Eligible unit members shall be allowed full-salary sick leave for personal illness, injury or exposure to contagious disease as set forth in the Education Code.
- B. 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. 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, except as modified by Section 11.B. of this Article.
- D. Full-salary sick leave not used shall be accumulated from year to year without limit.
- E. 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 accrual starts the following month. Sick leave will be accrued to the end of the month 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.

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- F. Unit members may apply for sick leave benefits in advance of 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 the unearned sick leave taken.
- G. In addition to full-salary sick leave, each unit member shall be entitled to one-hundred (100) half-salary sick leave days each fiscal year. The combination of full-salary and half-salary sick leave shall not exceed the following limits:

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 G shall not apply to unit members having full-salary sick leave in excess of the limits shown above.

- H. When a permanent unit member exhausts both full-salary and any half-salary sick leave allowances, ~~he/she~~ they may request a health leave of absence without pay for a definite period of time not to exceed one (1) year, subject to renewal for a period up to a total of two (2) years. Requests must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon the physician's statement of recovery.
- I. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan.
- J. In order to receive compensation while absent on sick leave, a unit member shall notify ~~his/her~~ their supervisor of ~~his/her~~ their intended absence and its expected duration; for night shift, unit member notification to the duty dispatcher is sufficient. Unless conditions make notification impossible, such notice shall be in accordance with departmental procedures. The burden of proof of impossible conditions shall be upon the unit member.

Section 3: SICK LEAVE INCENTIVE

- A. Those unit members having perfect attendance (not using any of their annual sick leave allotment) during one complete fiscal year (July 1 through June 30) shall be entitled to one (1) paid day of leave for Personal Professional Improvement (PPI) during the next fiscal year.
- B. Attendance records for determining a unit member's eligibility for a Personal Professional Improvement day will be maintained by the site or department where the unit member works. The Personal Professional Improvement day may be used at any time with the prior approval of the department head.
- C. The Personal Professional Improvement day does not accrue from year to year and must be taken prior to June 30, of the following year. If a unit member's request for the use of the

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Personal Professional Improvement day is denied and the denial results in the loss of the Personal Professional Improvement day, the unit member shall be paid for the day.

- D. Unit members using personal necessity leave for religious holiday observances (maximum of two [2] per school year) will continue to be eligible for the sick leave incentive.

Section 4: PERSONAL NECESSITY LEAVE

A unit member may use up to ten (10) days of accumulated full-salary sick leave benefits described in Section 4 of this Article 12 in any school year in the following cases of personal necessity:

- A. Death of a member of the immediate family (or that of the spouse). May be used after bereavement leave benefits are exhausted.
- B. Accident involving the unit member's person or property or that of ~~his/her~~ their immediate family of such serious nature and involving circumstances the unit member cannot be expected to disregard and which require the attention of the unit member during ~~his/her~~ their scheduled hours of service. Included would be imminent danger to the home of the unit member occasioned by a factor such as fire or flood and demanding the attention of the unit member during scheduled hours of service.
- C. Appearance in court as a litigant or as a witness. The unit member must return to work when it is not necessary for ~~him/her~~ them to be absent for the entire day.
- D. Serious or critical illness of a member of the immediate family calling for the services of a physician and of such an emergency nature that the immediate presence of the unit member is required during the workday. For good cause, based upon suspected abuse, supervisors may require verification by a physician's statement.
- E. Observance of a religious holiday of the unit member's faith (limited to three [3] days per year). Application must be filed no less than five (5) workdays in advance of the religious holiday.
- F. A father/spouse/partner, upon the birth of ~~his~~ their child, and parents, upon the adoption of a child, may use personal necessity leave.
- G. A unit member may be precluded from reporting for duty and may use personal necessity leave as a result of unpredictable and verifiable acts of nature or any other unpredictable and verifiable circumstances beyond the unit member's control.
- H. Participation in the unit member's children's school activities as described in Section 17 (Family School Partnership Act Leave).

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- I. A formal education program which offers a potential benefit to the District and unit member and travel associated with such program. In order to receive approval for such leave, the unit member must provide proof of registration and a class schedule.
- J. Any unit member who uses personal necessity leave for reasons other than those specified in this Section may be subject to disciplinary action.

Section 5: MATERNITY, PARTNER, AND ADOPTION LEAVE

- A. Maternity Leave: Effective July 1, 2023, a unit member who has given birth and has Employees (birth mothers) who have been employed with the District for at least twelve (12) months shall be granted three (3) 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, 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.

The District proposes to increase the above maternity leave benefit from three (3) weeks to six (6) weeks, and to provide three (3) days of partner leave and three (3) days of adoption leave. Additionally, the District proposes to allow the use of up to sixty (60) days of an employee's leave concurrently with any applicable FMLA and/or CFRA following the use of maternity, partner, or adoption leave. The District will present specific language related to these leaves in a future proposal, in order to ensure that the language allows for consistent implementation across all employee groups.

Section 6: LONG-TERM LEAVE OF ABSENCE

- A. Long-term leave of absence without pay may be granted to permanent unit members by the District for a period of up to one (1) year, and may be extended for a total period not

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exceeding two (2) full years (twenty-four [24] months from the beginning date of the leave except as otherwise provided in this Section). Probationary unit members are eligible only for military and parental leaves. As specified in Section 7 of this Article, after a leave without pay has been approved, the District is under no obligation to return the unit member to paid service earlier than the scheduled return date.

B. Leaves may be granted for:

1. Professional Study. A professional study leave without pay may be granted to a unit member for a formal education program which offers a potential benefit to the District and the unit member.
2. Parental. A parental leave of absence without pay will be granted to a unit member for the purpose of childbearing, adoption and/or childrearing as follows:
 - a. Pregnancy. A unit member who is pregnant will be entitled upon request to a 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 unforeseen circumstances, shall give such notice thirty (30) calendar 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. Return shall be determined mutually by the unit member's physician and the District.
 - b. Childrearing. 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 defacto custody of said child, or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption including any court appearance.
3. Family Care Leave/Family and Medical Leave Act Leave.
 - a. For purposes of this Section only, the following definitions shall apply:
 - (1) "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a unit member standing "in loco parentis" who is either under eighteen (18) years of age or age eighteen (18) or older and incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.

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- (2) “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood "in loco parentis" to the unit member when the unit member was a child.
 - (3) “Spouse” means the legal husband or wife, or domestic partner, of a unit member.
 - (4) “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or supervision by a health care provider. Under the FMLA, the continuous treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or a chronic health condition. Other conditions may meet the definition of continuing treatment.
 - (5) “Health Care Provider” means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which ~~he/she~~ they practices, or any other person determined by the United States Secretary of Labor to be capable of providing health care services.
 - (6) “Covered Service” member means (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Family Care/ FMLA Leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.
- b. With the exception of Family Care Leave taken for the purposes of parental leave as set forth in Section 6.B.3.e below, an unpaid Family Care Leave shall be granted, subject to the restrictions set forth in this Section, to a unit member who has served the District for a total of at least twelve (12) months within the last seven (7) years and has provided at least one thousand, two hundred and fifty (1,250) hours of service in the twelve (12) month period prior to the request for such leave. Family Care Leave may be granted only for the following reasons:
- (1) Birth of a child of the unit member;
 - (2) Adoption of a child by the unit member;

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- (3) Foster care placement of a child with the unit member;
 - (4) Care of a child, parent, spouse, or domestic partner who has a serious health condition; or
 - (5) Unit member's own serious health condition.
 - (6) Military Caregiver Leave; or
 - (7) Qualifying Exigency Leave.
- c. Any Family Care Leave a unit member takes will be counted concurrently towards the unit member's annual leave entitlements under the Federal Family and Medical Leave Act of 1993 (29 U.S.C. §§ 2601 et. seq.) (except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions) and the California Family Rights Act of 1991 (Government Code § 12945.2), as amended.
- d. Duration of Leave. The Family Care Leave shall not exceed a total of twelve (12) workweeks within a twelve (12) month period, as calculated from the first date on which the unit member utilizes such leave.
- e. Family Care Leave for Birth, Adoption or Foster Care.
- (1) Family Care Leave granted for the birth, adoption, or foster care placement of a child must be initiated within one (1) year of that birth, adoption, or foster care placement.
 - (2) A unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) workweeks.
 - (3) When the unit member has exhausted all available sick leave, and continues to be absent from ~~his or her~~ their 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.
 - (4) The leave is available to both full-time and part-time unit members who have completed twelve (12) months of employment with the District. There is no requirement that the employee work one thousand, two hundred and fifty (1,250) hours in the previous twelve (12) months.

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- (5) This paid leave runs concurrently with unpaid parental leave under the CFRA and the federal Family and Medical Leave Act (FMLA) for a total of twelve (12) workweeks during any twelve (12) month period.
- (6) 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. These unit members will continue to be eligible to take the remainder of their individual twelve-week (12-) allotment for Family Care Leave for a purpose other than the birth, placement for adoption or foster care of a child.
- f. Family Care Leave Related to Serious Health Condition of Unit member, Spouse, Domestic Partner, Parent or Child. An unpaid leave 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. In such a case, the unit member may be required to take the leave for periods of particular duration of the planned medical treatment. Intermittent leave is only available with the employer's approval.
- g. Military Caregiver Leave. An eligible employee who is a spouse, son, stepson, daughter, stepdaughter, parent, or next of kin of a covered service member with a serious injury or illness is eligible for up to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the service member. An eligible employee may take more than one period of twenty-six (26) workweeks of leave to care for a covered service member with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness.
- h. Qualifying Exigency Leave. A family member of a military service member on covered active duty or call to active duty in the National Guard or Reserves is eligible for up to twelve (12) weeks of unpaid leave during a twelve (12) month period for qualifying exigencies arising out of the fact that the employee's spouse, son, stepson, daughter, stepdaughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. This leave does not extend to family members of military members in the Regular Armed Forces.

Qualifying exigencies include: Short notice of deployment; military events and related activities; childcare and related activities; financial and legal arrangements; counseling; and post deployment activities. An employee may also take up to fifteen (15) days of leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during deployment.

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- i. Request for Family Care Leave. If the need for Family Care Leave is foreseeable, the unit member shall provide written notice and request for such leave at least thirty (30) calendar days in advance. If the need for Family Care Leave is not known thirty (30) calendar days prior to the date the leave must begin, the unit member shall provide written notice and request for such leave within two (2) workdays of learning of the need for the leave. In the case of an emergency, when written notice and request for leave cannot be provided in advance, written notice must be provided as soon as practicable. If the need for Family Care Leave is due to planned medical treatment or supervision, the unit member should 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.
 - (1) In conjunction with any written notice and request for Family Care Leave due to the serious health condition of the unit member or to care for a child, spouse, domestic partner, or parent who has a serious health condition, the unit member must submit to ~~his/her~~ their immediate supervisor certification from the health care provider of the person requiring care that includes:
 - (a) Date the serious health condition commenced;
 - (b) Probable duration of the condition;
 - (c) Estimate of the amount of time the health care provider believes the unit member needs to care for the individual, if the leave is due to the serious health condition of a child, spouse, domestic partner, or parent; and
 - (d) Statement that the serious health condition either warrants the participation of the unit member to provide care or renders the unit member unable to perform ~~his/her~~ their job functions.
 - (2) If Family Care Leave is required beyond the initial estimated date provided by the health care provider, the unit member shall submit a new written notice and request for Family Care Leave before any additional leave will be granted. In addition, the unit member must submit a new certification from the relevant health care provider.
 - (3) If the District has any reason to doubt the validity of any health care provider's certification, the District may require, at its own expense, that the unit member obtain the opinion of a second health care provider designated by the District. In the event the second health care provider's opinion differs from the original certification, the District may require, at its own expense, that the unit member obtain the opinion of a third health care provider approved jointly by the District and the unit member. The opinion of the third health care provider shall be final and binding on the District and the unit member.

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- j. Return to Work. As a condition of reinstatement for a unit member who has taken Family Care Leave because of ~~his or her~~ their own serious health condition, the unit member must provide the District with a certification from ~~his/her~~ their health care provider certifying that the unit member is able to resume work.

- k. Reinstatement to Position. A unit member returning from a Family Care Leave shall be reinstated to the same position ~~he/she~~ they held when the leave began or to an equivalent position with equivalent pay and other terms and conditions of employment. The District, however, shall not be required to reinstate a unit member returning from a Family Care Leave if, during the unit member's leave, the same or comparable position ceases to exist because of legitimate business reasons and, had the unit member not taken Family Care Leave, ~~he/she~~ they would not otherwise have been employed at the time reinstatement is requested. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to ~~his/her~~ their seniority. Upon resumption of ~~his/her~~ their duties, the unit member shall be fully restored as a permanent unit member.

- l. Concurrency with Accrued Paid Leave. All Family Care Leave is unpaid. The exceptions are that:
 - (1) A unit member may elect to utilize any accrued paid leave or the District may require the unit member to utilize accrued vacation and compensatory time hours for Family Care Leave in lieu of unpaid status; and
 - (2) If the unit member is taking Family Care Leave due to ~~his/her~~ their own illness, the unit member may elect to utilize any accrued sick leave, or the District may require the unit member to utilize accrued sick leave hours for Family Care Leave in lieu of unpaid status.
 - (3) Family Care Leave for birth, adoption, or foster care pursuant to Section 6.B.3.e of this Article.

- m. Seniority Rights. Unit members shall continue to accrue seniority while on leave.

- n. Health and Welfare Benefits. The District shall continue to provide the Health and Welfare Benefits as provided in Article 9 during the Family Care Leave to a unit member who is otherwise eligible for such benefits. However, a unit member who fails to return from such leave or who works less than thirty (30) days after returning from the leave will be required to reimburse the District for the cost of the benefits package unless the reason the unit member does not return to work is due to the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to additional Family Care Leave (either affecting the unit member

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or the unit member's child, spouse, domestic partner, or parent) or other circumstances beyond the control of the unit member. The District, however, will not provide such health benefits for a unit member for any leave period beyond twelve (12) weeks unless these benefits are specified by other provisions of this Agreement such as paid illness leave.

4. Health. All requests for health leave must be accompanied by a physician's statement of incapacity. Return to duty is dependent upon physician's written release as reviewed by the District's physician in consultation with the unit member's physician.
 5. Public Service. Providing full-time services to other public agencies when such a leave is determined by the District to be of mutual benefit to the District and the unit member.
 6. Other Leaves. Other leaves determined by the Superintendent to benefit the school system.
- C. The unit member will retain any prior sick leave accumulated, but will accumulate no additional sick leave rights during the leave of absence.
- D. Absent written objection by the unit member, the District shall notify the Association of a unit member's request for a long-term leave of absence prior to the Board's consideration of the issue.

Section 7: REINSTATEMENT UPON RETURN FROM LEAVE (For FMLA leaves, see Section 6.B.3.)

- A. Professional Study Leaves. A unit member returning from such leave shall be:
1. Returned to the position formerly held, if vacant;
 2. Returned to a position of equal classification level and of similar requirements of ability and skills, if available;
 3. May request voluntary acceptance of a position in a lower salary grade, if available; or
 4. If none of these alternatives is available, the unit member's name shall be placed at the top of the eligibility list for ~~his/her~~ their job class for one (1) year. When vacancies occur in ~~his/her~~ their job class, the unit member shall be considered with the top ten (10) eligible on the list.

Upon resumption of ~~his/her~~ their duties, the unit member shall be fully restored as a permanent unit member. If not selected for a regular position during the one (1) year, the unit member shall be terminated.

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B. Parental Leaves (Childrearing and Adoption). A unit member returning from leave shall be:

1. Returned to the position formerly held;
2. Returned to a position of equal classification level and of similar requirements of ability and skills; or
3. May request voluntary acceptance of a position in a lower salary grade.

A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to ~~his/her~~their seniority. Upon resumption of ~~his/her~~their duties, the unit member shall be fully restored as a permanent unit member.

C. Health and Pregnancy Leaves. A unit member returning from leave shall be:

1. Returned to the position formerly held;
2. Returned to a position of equal classification level and of similar requirements of ability and skills; or
3. May request voluntary acceptance of a position in a lower salary grade.

A unit member will continue to accrue seniority while on health or pregnancy leave. A unit member returning from this leave will take preference over all others except for those laid off, in which case the unit member shall be ranked on the reemployment list according to ~~his/her~~their seniority. Upon resumption of ~~his/her~~their duties, the unit member shall be fully restored as a permanent unit member.

D. Public Service and Other Leaves. Upon expiration of the authorized leave, the unit member shall be placed at the top of the eligibility list for ~~his/her~~their job class for one (1) year. When vacancies occur in his/her job class, the unit member shall be considered with the top five (5) eligible on the list.

Upon resumption of his/her duties, the unit member shall be fully restored as a permanent unit member. If not selected for a regular position during this one (1) year, the unit member shall be terminated.

Section 8: PERSONAL BUSINESS ABSENCE

A. Two-Hour Absence (Paid).

1. A unit member may be excused from duty subject to the approval of the supervisor for personal business for up to two (2) hours without loss of pay for medical/dental

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appointments and occasional personal matters that cannot be handled outside the employee's regular work hours consistent with the Administrative Procedure. Such supervisor's approval shall not be unreasonably denied. For unit members working less than six (6) hours, the two (2) hours shall be reduced proportionately.

- 2. Any unit member who uses personal business absence without authorization shall not be paid for the time absent and may be subject to disciplinary action.

B. One-Month Absence (Unpaid).

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

Section 9: ABSENCE ON DISTRICT BUSINESS

Absence with/without loss of salary and with/without expenses may be authorized. Absence with loss of salary would apply in those cases where the unit member's salary was paid by another public agency.

Section 10: SCHEDULED HOLIDAYS

The following paid holidays will be observed annually and in accordance with the District Master Calendar:

- | | |
|--------------------------------|-------------------------------------|
| Independence Day | Christmas |
| Labor Day | Pre- or Post-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</u> |

*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 department head. 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.

Unit members in part-time positions shall be paid for holidays in proportion to the time their employment bears to a full-time position. Paid holidays shall be those mandated by the Education Code plus three (3) declared holidays as contained in the District Master Calendar.

Section 11: PAY FOR HOLIDAY WORK

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- A. 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 A, Section 1.00.) Such holiday pay shall be in addition to the unit member's regular compensation.
- B. Any unit member who is assigned to work on a legal or declared holiday and who is absent from duty pursuant to Section 2.A. of this Article 12, shall be compensated at straight-time holiday pay and shall not have ~~his/her~~ their accrued sick leave debited.
- C. 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.
- D. For an alternative work schedule to be cost neutral on holidays but to ensure that employees do not lose income on holidays, an employee 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: 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 immediate family (or that of the unit member's spouse's immediate family).

Section 13: IMMEDIATE FAMILY

- A. Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse: spouse, mother, father, grandmother, grandfather, grandchild, 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.

- B. When a unit member is the only known surviving blood relative of a person not listed in Section 13.A., the division head or designee may designate such relative as a member of the immediate family.

Section 14: MILITARY LEAVE

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- A. A unit member shall be granted a military leave of absence for the period of required service. A unit member granted military leave of absence who has a minimum of one (1) year of service with the District immediately prior to the date on which the leave begins shall be entitled to receive ~~his/her~~their salary for the first thirty (30) calendar days of military duty.
- B. Return from Long-Term Military Leave. The unit member, upon release from active military duty, shall have the right to return to ~~his/her~~their position in accordance with the following:

<u>Length of Military Service</u>	<u>Requirement of Unit Member to Return to Work</u>
1 - 30 Days	First scheduled workday following release from active military duty
31 - 180 Days	Within fourteen (14) calendar days of release from active military duty
181+ Days	Within ninety (90) calendar days of release from active military duty

Upon such return, the unit member shall have all rights and privileges ~~he/she~~they would have enjoyed if ~~he/she~~they had not been absent due to service in the armed forces; however, the unit member shall not be entitled to salary for the period ~~he/she was~~they were on leave except as noted in Section 14.A.

- C. A unit member whose spouse or domestic partner is relocated or assigned for a period of required military service is eligible for an unpaid leave of absence for a defined period of time not to exceed twenty-four (24) months under this Section.
 - 1. Upon their return, a unit member shall not have rights back to their position in the event the position is filled.
 - 2. The unit member shall be placed on a “hire back” list for a period of thirty-nine (39) months (arranged in seniority order within their current job classification) to be returned to a vacant position in the same or lower job classification upon their return.
 - 3. Upon the opening of a vacant position, the unit members, in order of return, shall be offered the vacant position in the same or lower job classification, as long as they have maintained all certificates required.

Section 15: HEALTH, DENTAL, AND LIFE INSURANCE FOR UNIT MEMBERS ON UNPAID LEAVES

A unit member on an unpaid leave of absence may elect to continue the ~~d~~District-sponsored health, dental, and/or life insurance plan in which ~~he/she was~~they were enrolled immediately prior to

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going on leave. Unit members electing such coverage shall deposit with the District the required premiums for the elected coverage in advance.

Section 16: VACATION

A. Employees will accrue paid vacation leave according to the table below.

APPROXIMATE NUMBER OF DAYS PER YEAR

Months of Service	Hours earned per month	12 Month Employees	11 Month Employees	10 Month Employees
1-48	8	12	11	10
49-108	11.07	16.6	15.2	13.8
109-144	13.08	19.6	18	16.4
145 or more	14	21	19.3	17.5

- B. Unit members in part-time positions shall earn vacation in proportion to the time their assignment bears to a full-time position.
- C. The maximum accumulation of vacation shall be 328 hours for each unit member.
- D. Upon separation, a unit member shall be entitled to a lump sum payment for all earned but unused vacation hours. Unit members who terminate before serving six (6) months shall not be entitled to any earned vacation.
- E. Unit members shall schedule their vacation at the convenience of the District and with the prior approval of the principal, department head, or division head. To the extent possible and with due consideration to workload and the need for a substitute, unit members may request their vacation at any time during the school year.
- F. A unit member who, while on vacation, has suffered a disability, injury, or illness may request that sick leave credits be substituted for vacation during each day of such disability.

A statement from a licensed physician fulfilling these requirements may be requested by the supervisor.

Section 17: FAMILY SCHOOL PARTNERSHIP ACT LEAVE

A unit member who is a parent, guardian, or custodial grandparent of one or more children in Kindergarten through Grade 12 shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of ~~his/her~~ their children attends under the following circumstances:

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- A. The unit member may elect to utilize existing vacation (if applicable), personal business leave, personal necessity leave, or time off without pay for this purpose.
- B. The unit member shall give reasonable advance notice to ~~his/her~~their immediate supervisor of the planned activity including the date and anticipated duration of the unit member's absence.

Section 18: CATASTROPHIC SICK LEAVE BANK

- A. The purpose of the Catastrophic Sick Leave Bank is to create a bank of donated sick 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 Sick Leave Bank.
 - 1. Initial Donation Period. Any existing unit member who wishes to participate or continue membership in the Catastrophic Sick 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 donation cycle shall commence in March 2016 and end on December 31, 2018. Existing or new unit members may donate to the Bank at any time during the cycle.
 - 2. Three Year Cycle. Following the Initial Donation Period and 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.
 - 3. Additional Donations. Following the Initial Donation Period, additional donations may be requested when the balance in the bank drops below two-hundred (200) days.
 - 4. 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.
 - 5. The unit member acknowledges that the donation is irrevocable.
 - 6. 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.

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7. Donations to the Catastrophic Sick Leave Bank will not adversely affect a unit member's eligibility for sick leave incentive under Article 12, Section 3.A of this Agreement.
- 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 paid leaves including all half-salary sick leave.
 2. The unit member must have donated at least one (1) full salary sick leave day or 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 days from the Bank. Exception: Participants who are current members of the Bank and who chose to make a donation in February 2016 during the Initial Donation Period will have the ninety (90)-day waiting period waived.
 4. The unit member must submit a written application to withdraw days from the Bank to the ~~Chief Human Resource Officer, Human Resource Services Division~~, using the appropriate ~~d~~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 ~~Chief Human Resource Officer, Human Resource Services Division~~, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.
 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 Sick Leave Bank shall cease.
- E. General Provisions.
1. Withdrawal of Days from the Catastrophic Sick Leave Bank.
 - a. Applicants may request up to twenty (20) full salary, donated sick leave days from the Catastrophic Sick 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.

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- 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 regular rate of pay for each Catastrophic Sick Leave Bank day used.
 3. Unit members receiving compensation under Worker’s Compensation provisions shall not be eligible to withdraw days from the Catastrophic Sick 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 Contract Administration Committee (CAC). The CAC shall 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. The CAC’s decision shall be final and binding.
 5. Days from the sick leave 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 the Association 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 agree to extend the three (3)-year donation cycle and not require an additional donation in the year in which it is due.
- G. The provisions of Sections 18 D.4 and E.5 which relate to the application process and the approval of applications for the use of days from the Catastrophic Sick Leave Bank shall not be subject to the grievance procedures contained in Article 14 of this Agreement.

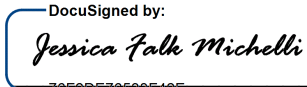
FOR POA:

DocuSigned by:

 February 29, 2024

 Caleb Arnold Date
 President

FOR THE DISTRICT:

DocuSigned by:

 March 11, 2024

 Jessica Falk Michelli Date
 Executive Director, Labor Relations

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DocuSigned by:
Steve Skinner March 8, 2024
C7040A1F91BB402...
Steve Skinner Date
Vice President

DocuSigned by:
Nicholas Felahi February 15, 2024
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Nicholas Felahi Date
Assistant General Counsel II

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**Tentative Agreement
Between
San Diego Unified School District
And
San Diego Schools Police Officers' Association
2021 Successor Bargaining
February 12, 2024**

20. TUITION REIMBURSEMENT PROGRAM

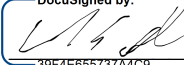
Section 1: TUITION REIMBURSEMENT PROGRAM

- A. The Tuition Reimbursement Fund is set aside to encourage unit members to acquire the knowledge, skills and certifications necessary to become sworn Police Officers or for other unit members to improve their job performance skills. This fund also encourages unit members to obtain higher education (e.g., Associates, Bachelors, Masters, and Doctorate degrees).
- B. The District will contribute ten thousand dollars (\$10,000) to the fund annually. These funds will be carried over if not expended during the fiscal year up to a maximum fund balance of fifteen thousand dollars (\$15,000).
- C. To be eligible for this program, unit members must have completed their initial one (1) year probationary period. Each eligible unit member must have a satisfactory work record with no overall "Requires Improvement" evaluation rating within the preceding twelve (12) months. Unit members receiving allowances from federal, state, or local government sources toward the same reimbursable costs are not eligible for reimbursement under this program to the extent the reimbursement would duplicate allowances from these other sources.
- D. Only course work from accredited colleges, universities, or certified police training academies approved by the State Department of Education, POST or recognized law enforcement-related seminars will be accepted for reimbursement under this program. Participation in eligible course work or seminars shall occur only during non-work time.

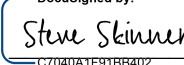
Section 2: NON-GRIEVABILITY

The provisions of this Article are not subject to the grievance procedure.

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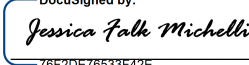
DocuSigned by:

 February 29, 2024

 39F4E655737A4C9...
 Caleb Arnold Date
 President

DocuSigned by:

 March 8, 2024

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 Steve Skinner Date
 Vice President

FOR THE DISTRICT:

DocuSigned by:

 March 11, 2024

 76F2DE76533F42E...
 Jessica Falk Michelli Date
 Executive Director, Labor Relations

DocuSigned by:

 February 15, 2024

 4A86F66E3DA4ED...
 Nicholas Felahi Date
 Assistant General Counsel II

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**Tentative Agreement
Between
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And
San Diego Schools Police Officers' Association**

2021 Successor Bargaining

February 12, 2024

21. EFFECT OF AGREEMENT

Section 1: ZIPPER CLAUSE

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter within this Agreement.

Section 2: SUPERSESSION CLAUSE

This Agreement shall supersede any rules, regulations or practices of the District which are or may in the future be contrary to or inconsistent with the terms.

Section 3: SAVINGS CLAUSE

If any provisions 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.

Section 4: CHANGES, AMENDMENTS AND SUPPLEMENTS

This Agreement shall be subject to change, amendment or supplement at any time by mutual consent of the Parties. Any such change, amendment or supplemental agreement shall be reduced to writing, signed by the Parties, and submitted to the Association and the Board of Education for ratification. When ratified by the Association and the Board of Education, the change, amendment or supplement will be implemented.

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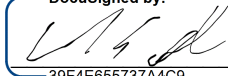
Section 5: RATIFICATION AND IMPLEMENTATION

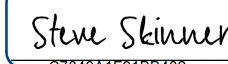
When the Association and the District reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the Association and to the Board of Education for ratification. When the Association and the Board of Education have ratified the Agreement, it shall be implemented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

Section 6: DURATION CLAUSE


This Agreement shall be effective July 1, ~~2018-2022~~, and remain in effect until June 30, ~~2020~~ 2025.

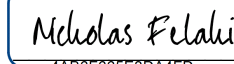
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Date
Caleb Arnold
President

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Executive Director, Labor Relations

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**Tentative Agreement
Between
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And
San Diego Schools Police Officers' Association**

2021 Successor Bargaining

February 12, 2024

RULES AND REGULATIONS OF THE SCHOOL POLICE SERVICES SALARY PLAN

1.0 OVERTIME COMPENSATION

1.01 Unit members will be compensated at the rate of one and one-half (1.5) times the unit member's regular hourly rate of pay for overtime work in accordance with applicable state and federal law and the following provisions:

1.011 Unit members in assignments of eight (8) hours per day/five (5) days per week will be compensated for all time worked in excess of eight (8) hours on a regular workday or in excess of forty (40) hours in one (1) week, including pay for work performed on any sixth (6th) or seventh (7th) consecutive day in any workweek.

1.012 Unit members in assignments of at least four (4) hours per day/five (5) days per week but less than eight (8) hours per day/five (5) days per week will be compensated for all time worked on the sixth (6th) and seventh (7th) day of the workweek.

1.013 Unit members in assignments of less than four (4) hours per day/five (5) days per week will be compensated for all time worked on the seventh (7th) day of the workweek.

1.014 Unit members in assignments of ten (10) hours per day/four (4) days per week will be compensated for all time worked in excess of ten (10) hours on a regular workday or time worked on the fifth (5th), sixth (6th), or seventh (7th) day of the workweek.

1.015 Unit members in assignments of twelve (12) hours per day/three (3) days per week 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 eight (8) hour workday or time worked on the fourth (4th), fifth (5th), sixth

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(6th) or seventh (7th) day of the workweek (so long as these 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.)

- 1.02 A unit member who is required to return to duty as outlined in Article 8, sSection 6.A, other than following a court appearance, will be compensated for a minimum of three (3) hours including travel time.
- 1.03 A full-time, unit member who has left the work site for the day or week and is called back for a required court appearance will be paid for a minimum of three (3) hours including travel time.
- 1.04 Overtime worked in units of less than six (6) minutes shall be disregarded for purposes of compensation.
- 1.05 Work performed by regular unit members 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 (1.5) times the regular rate for non-exempt unit members and one times the regular rate for exempt unit members. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- 1.06 Compensation for overtime will include any special pay additives and 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 unit member shall be paid by warrant. The method of compensation shall be consistent with current departmental policies and practices. Overtime worked in units of less than six (6) minutes shall be disregarded for purposes of compensation.
- 1.07 Overtime shall be held to a minimum. Approval to assign unit members to overtime work shall be obtained from the Chief of Police or designee prior to making actual assignments, except for those instances in which an emergency requires that a principal or department head call unit members back to duty after they have left the work site.
- 1.08 K-9 Handler – A unit member assigned to a position of Canine (K-9) Handler, who has been assigned department-wide responsibility for training and handling of a department police canine, shall receive a three and one-half percent (3.5%) K-9 handler differential, above the unit member's base salary rate. In addition to the differential, a unit member assigned to the K-9 handler position shall be paid for work required for the care of the canine outside of the normal work hours. As of July 1, 2015, the arrangement for after-hours care is thirty (30) minutes per day, compensated at the rate

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of one and one-half (1.5) times the unit member's regular hourly rate. Such hours are reported weekly via timesheet.

2.00 SPECIAL PAY ADDITIVES

- 2.01 Shift Differential - A unit member assigned to work a regular continuing schedule of four (4) hours per day or more in which four (4) hours or more of such regular shift are worked before 8 a.m. or after 6 p.m. is entitled to shift differential pay. Such differential will amount to five percent (5%) above the unit member's regular salary.
- 2.02 Hazard Pay Differential - A unit member 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 unit member to a specific and significant hazard, (2) is clearly dangerous to the health or well-being of any unit member so assigned, and (3) the hazard is atypical of the basic occupation or job class. Such differential will amount to five percent (5%) above the unit member's regular salary.
- 2.03 Bilingual Differential - Upon recommendation by the department head, a 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 five percent (5%) above the unit member's regular salary.
- 2.04 Sworn POST Training Differential - A unit member in one of the Police Officer classifications who holds a Basic, Intermediate, or Advanced 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:
- 4.0% for Basic POST.
 - 7.0% for Intermediate POST.
 - 10.0% for Advanced POST.
- 2.05 Longevity Differential - The District shall implement a five percent (5%) longevity differential for unit members that have ten (10) or more years' service with the Department. It is the responsibility of the employee to submit a written request for the longevity differential to the Chief on a form to be made available by the District and POA no sooner than thirty (30) calendar days and not later than ten (10) calendar days before the unit member's ten (10) year seniority date. An employee 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 submission of the form and shall not be entitled to any retroactive pay.

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2.06 Anniversary Stipend

- 2.061 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. As of January 1, ~~2019-2023~~, this anniversary stipend is ~~\$715.88~~ \$891.73.
- 2.062 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. As of January 1, ~~2019-2023~~, the anniversary stipend is ~~\$1,431.76~~ \$1,783.46.

Anniversary stipends shall be subject to the same percentage increases by which the salary plan is increased as set forth in Article 7, Wages, Section 1. (Current anniversary rates shall be maintained on the District's website.)

2.07 Weapons Instruction Differential

- 2.071 A unit member will receive a pay differential when assigned to a position designated by the Board of Education as a lethal weapons instructor or who has been assigned department-wide responsibility for leading others providing the instruction. The instructor must be certified by the State of California POST (Peace Officers Standard Training) as having successfully completed approved courses in firearms instruction. Such differential will amount to five percent (5%) above the unit member's regular salary.
- 2.072 A unit member will receive a pay differential when assigned to a position designated by the Board of Education as a non-lethal weapons instructor or who has been assigned department-wide responsibility for leading others providing the instruction. The instructor must be certified by the State of California POST (Peace Officers Standard Training) as having successfully completed approved relevant courses in such areas of instruction. Such differential will amount to five percent (5%) above the unit member's regular salary.

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2.073 In the event the Police Chief exercises ~~his~~their discretion to fill the lethal and/or non-lethal weapons instructor positions, ~~he~~they shall assign at least one unit member to either position.

2.074 In the event the Police Chief exercises their discretion to fill the assistant lethal weapons instructor position, a unit member assigned department-wide responsibility of assisting the lethal weapons instructor and providing instruction will receive a pay differential of two and a half percent (2.5%) above the unit member's regular salary.

2.08 Non-Sworn Pay Differential

2.081 POST Dispatch Training Differential. A unit member in the dispatcher or lead dispatcher classifications, who holds a POST Basic, Intermediate, or Advanced POST Dispatcher Certification, is entitled to a training differential, effective on the first day of the month following the date of issuance of the certificate as follows:

- 3.5% for Basic POST.
- 4.5% for Intermediate POST.
- 6.0% for Advanced POST.

2.082 A unit member in the Community Service Officer classification, who holds a State of California 832 PC Certification, is entitled to a training differential. Such differential will amount to five percent (5.0%) above the unit member's regular salary.

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

3.00 INITIAL PLACEMENT ON THE SALARY PLAN

3.01 Position Class - A unit member will be placed in the job class appropriate to the assigned position.

3.02 Experience Step - A unit member 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 qualified candidates are found to be in short supply. When such labor market conditions make it necessary to offer an advanced step placement, and upon acceptance by a new unit member, present unit members 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 unit member provided:

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(1) the unit member has demonstrated performance that warrants advancement; (2) the unit member has skills and abilities comparable to the new unit member; (3) advanced step placement is recommended by the Chief Human Resources Officer and approved by the Superintendent. In such cases, a new increment due date will be established.

3.03 Reinstatement - A former School Police Services unit member reinstated under the provisions of the Employment Regulations for the Classified Service will be given full credit for all directly related experienced in the ~~San Diego Unified School District~~ within the last ten (10) years.

4.00 SERVICE INCREMENTS

4.01 A regular monthly unit member in an assignment of four (4) hours or more per day, hired prior to July 1, 1984, will be granted a one-step salary increase on the first of the month which is concurrent with or immediately following the completion of one assignment year of service until the maximum salary for the job class is reached. A regular monthly unit member in an assignment of four (4) hours or more per day, hired or promoted on or after July 1, 1984, will be granted a one-step salary increase on ~~his/her~~ their anniversary date, as established in accordance with the collective negotiations contract, until the maximum salary for the job class is reached.

4.02 A regular monthly unit member in an assignment of less than four (4) hours per day will be placed on the step "1" of the appropriate salary grade and will not be eligible for service increments.

4.03 A regular monthly unit member eligible for service increments in accordance with Section 4.01 and who is assigned to an exempt job class (those not eligible for premium overtime pay) and whose work performance is deemed to be outstanding may be granted a one-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 annual increment due date will be established if such placement is at a step less than the maximum for the job class.

5.00 PROMOTION

5.01 A unit member who is promoted from a position on a different classified unit members' salary plan to a position on the School Police Services Salary Plan with a higher maximum salary will first have ~~his/her~~ their salary determined in the appropriate grade of the other classified salary plan in accordance with existing regulations and then will be paid at the rate in the appropriate salary grade on the School Police Services Salary Plan which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven

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and one half percent (7.5%) increase. In no case shall the salary step placement exceed the maximum for the appropriate salary grade. If a service increment is due the unit member at the time of promotion, it will be credited and applied in the determination of the new salary step.

- 5.02 A unit member who is promoted from one job class on the School Police Services Salary Plan to a job class with a higher maximum salary will be placed on the step of the higher salary grade which would provide approximately five percent (5%) (but not more than seven and one half percent [7.5%]) in amount above the unit member's salary exclusive of special pay additives at the time of promotion. If a service increment is due the unit member at time of promotion, it will be credited and applied in the determination of the new salary step.
- 5.03 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 unit member 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 unit members promoted between the first and fifteenth of the month; first day of the month following the month promoted for unit members 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.
- 5.04 A unit member 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.
- 5.05 A unit member temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class including Field Training Officer duties, for more than four (4) workdays within a fifteen (15) 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 ~~Director~~, Human Resource Services Division.

6.00 PLACEMENT IN LOWER JOB CLASS

- 6.01 When a permanent unit member is reassigned to a position in a lower job class in the same type of work at the unit member's own request or if a permanent unit member is demoted in accordance with Article 6, Section 14, of the Employment Regulations for the Classified Service, the step placement on the salary grade for the lower job class will be at the same dollar rate. If the rate does not appear in the

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lower salary grade, the unit member will be placed on that step that will result in the smallest reduction in pay from the current dollar rate. The increment due date will remain unchanged until the maximum salary 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 at the step that will result in the smallest reduction in pay from the current dollar rate.

- 6.02 When a permanent unit member is reassigned to a position in a lower job class resulting from reclassification of the position, or demoted in lieu of layoff, or for some other reason in the District's best interest, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additives, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, 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, the unit member's salary, exclusive of any special pay additives, will be maintained as it was prior to demotion for a period not to exceed one year unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the one-year 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 for their job class as that held at time of demotion. When such temporarily reassigned unit member is again moved to the lower job class, ~~he/she they~~ will receive the same dollar rate as was originally protected and the original one-year period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.
- 6.03 When a probationary unit member is reassigned to a position in a lower job class for any reason, the salary step placement on the salary grade for the lower job class will be determined in the same manner as in Section 6.01.
- 6.04 Permanent/Probationary. When a permanent/probationary unit member is reassigned to a position in a lower job class resulting from reclassification of the position, or demoted in lieu of layoff, the unit member will be placed on the step at the same dollar rate, exclusive of any special pay additive, if such rate appears in the lower salary grade. If the rate does not appear in the lower salary grade because the demotion is from a half salary grade to a whole salary grade, or vice versa, the unit member's salary will be changed to the step which provides the smallest reduction in pay from the current dollar rate.

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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 the maximum rate is less than the unit member's current pay rate, the unit member's salary, exclusive of any special pay additive will be maintained as it was prior to demotion for a period not to exceed the number of months of service in the job class from which the unit member is being demoted. At the end of this period, the salary will be changed to the maximum for the lower job class.

A permanent/probationary unit member so protected and who is 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 for ~~his/her~~ their job class as that held at the time of the demotion. When such temporarily reassigned unit member is again moved to the lower job class, ~~he/she~~ they will receive the same dollar rate as was originally protected and the original period of salary protection will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

7.00 UNDERPAYMENTS AND OVERPAYMENTS

Each unit member 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 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 District will issue a supplementary warrant as soon as possible for wages underpaid since July 1 of the preceding fiscal year. State law and the Bylaws of the Board of Education limit the time period for submitting claims due to underpayment of wages to one (1) year from the date the underpayment began. If the incorrect placement or warrant results in an overpayment, the District will recover the lesser of the total amount overpaid or the amount overpaid since July 1 of the preceding fiscal year. The recovery schedule will include consideration to both the District and the unit member. The Department will timely engage the unit member upon a determination that an overpayment or underpayment was made to discuss the timing of resolution.

8.00 HOURLY AND DAILY PAY CALCULATIONS

Hourly pay rates for regular School Police Services unit members on monthly salaries and for temporary unit members assigned to job classes on the regular classified salary plan are 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.

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9.00 PART-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

- 9.01 A newly hired unit member will have the initial monthly rate adjusted to the number of days of service rendered multiplied by the daily rate. A terminating unit member 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 unit member's regular monthly rate.
- 9.02 A unit member 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.
- 9.03 Salary reductions for all unpaid time in accordance with negotiated contracts and District policy and procedure will involve a reduction in pay at the unit member's daily rate for each day of absence. Total reductions so determined will not exceed the unit member'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 unit member's daily rate.
- 9.04 A unit member 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.

10.00 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 schedule as established by the Board of Education.

11.00 EMPLOYEES TRANSFERRING BETWEEN SALARY PLANS

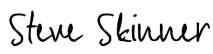
A unit member transferring between salary plans will be placed and continued in employment in accordance with the rules and regulations of the salary plan to which the unit member is transferring without regard to the basis for such transfer (promotion, demotion, etc.).

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February 29, 2024
Date
39F4E655737A4C9...
Caleb Arnold
President

DocuSigned by:

March 8, 2024
Date
C7040A1F91BB402...
Steve Skinner
Vice President

FOR THE DISTRICT:

DocuSigned by:

March 11, 2024
Date
76F2DE76533F42E...
Jessica Falk Michelli
Executive Director, Labor Relations

DocuSigned by:

February 15, 2024
Date
4AB6E665E3DA4FD...
Nicholas Felahi
Assistant General Counsel II

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.

**Tentative Agreement
Between
San Diego Unified School District
And
San Diego Schools Police Officers' Association**

Memorandum of Understanding Regarding a Term Agreement

February 12, 2024

TERM AGREEMENT

WHEREAS, the current Collective Bargaining Agreement between the Parties expired on June 30, 2021; and

WHEREAS, the Parties wish to continue successor negotiations prospectively from July 1, 2022; and

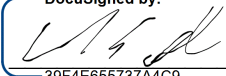
WHEREAS, the Parties' representatives have met and discussed a one (1) year term for a Collective Bargaining Agreement; and

WHEREAS, the Parties agree that this Memorandum of Understanding shall serve as a historical record to acknowledge changes that became effective during the expired contract period of July 1, 2021 through June 30, 2022.

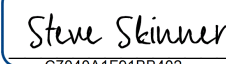
NOW THEREFORE, the Parties agree to the following:

1. The Parties agree to a one (1) year Term Agreement (Agreement) from July 1, 2021 through June 30, 2022 with the following adjustments to Article 7, Section 1 - Wages, Salary Rates:
 - a. Effective July 1, 2021, all salary schedules and corresponding rates of pay shall be increased by 4%.
**This 4% salary increase was previously implemented pursuant to Article 7 - Wages, Section 2.B.*
2. All other terms and conditions of the above referenced Collective Bargaining Agreement that expired on June 30, 2021 shall be included in this Agreement and remain in full force and effect.
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.

FOR POA:

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 Jessica Falk Michelli Date
 Executive Director, Labor Relations

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 Nicholas Felahi Date
 Assistant General Counsel II

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