

SUMMARY OF TENTATIVE AGREEMENTS REACHED

Between San Diego Unified School District and California School Employees Association (CSEA) San Diego Chapter 759 for the Paraeducators (PARA) Bargaining Unit 2022 Successor Collective Bargaining Agreement

The District and California School Employees Association and its San Diego PARA Chapter 759 reached tentative agreements for a three year CBA effective July 1, 2022 through June 30, 2025, including the following Articles (see attached):

1. Article 3 (Association Rights)
2. Article 7 (Wages)
3. Article 8 (Hours of Employment)
4. Article 9 (Health and Welfare Benefits)
5. Article 10 (Safety Conditions of Employment)
6. Article 11 (Transfer and Reassignment Policies)
7. Article 12 (Leaves)
8. Article 13 (Performance Evaluation Procedure)
9. Article 18 (Layoff and Reemployment)
10. Article 22 (Professional Development Training)
11. Article 26 (Effect of Agreement)
12. Memorandum of Understanding for Term Agreement 2021-2022
13. Memorandum of Understanding regarding Increase in Hours
14. Memorandum of Understanding regarding a Longevity Stipend 2020-2021 and 2021-2022
15. Memorandum of Understanding for PIF Conversion

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 Term Agreement dated July 1, 2021 through June 30, 2022.

**Tentative Agreement
Between San Diego Unified School District and
California School Employees Association
and its Chapter 759 for the
Paraeducators Bargaining Unit
2022-2025 Successor Collective Bargaining Agreement**

May 25, 2023

WHEREAS, Employer-Employee relations for the San Diego Unified School District (District) are governed by the California Government Code section 3540 through 3549.3, known as the Educational Employment Relations Act; and

WHEREAS, the California School Employees Association San Diego Chapter 759 (CSEA) is the exclusive bargaining agent and representative of the Paraeducators (PARA) Bargaining Unit; and

WHEREAS, the District and CSEA/PARA entered into a Collective Bargaining Agreement (CBA) dated July 1, 2017 through June 30, 2019 and term agreements for 2020-2021 and 2021-2022; and

WHEREAS, the parties met and negotiated in good faith in an effort to reach agreement on a new CBA; and

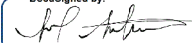
NOW THEREFORE, the District and CSEA/PARA reached tentative agreements for a three-year CBA effective July 1, 2022 through June 30, 2025, including the following Articles (see attached):

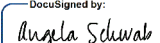
1. Article 3: Association Rights
2. Article 7: Wages
3. Article 8: Hours of Employment
4. Article 9: Health and Welfare Benefits
5. Article 10: Safety Conditions of Employment
6. Article 11: Transfer and Reassignment Policies
7. Article 12: Leave Policies
8. Article 13: Performance Evaluation Procedure
9. Article 18: Layoff and Reemployment
10. Article 22: Professional Development
11. Article 26: Effect of Agreement

This is the complete agreement between the Parties 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 Term Agreement dated July 1, 2021 through June 30, 2022.

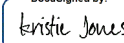
This Agreement is subject to ratification by the CSEA/PARA and subject to final adoption by the San Diego Unified School District Board of Education.


FOR CSEA-PARA:

DocuSigned by:  June 14, 2023
E05F1E528AC84F9
Issel Martinez
PARA Chapter 759, President

DocuSigned by:  June 14, 2023
827787A589C943D
Angela Schwab
Senior Labor Relations Representative

FOR THE DISTRICT:

DocuSigned by:  June 14, 2023
9AF4281881F04D5
Kristie Jones
Director, Labor Relations

DocuSigned by:  June 14, 2023
82A52FC55FE9405
Melissa Lucio
Director, Human Resources

Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit ("PARA")
November 4, 2022

ARTICLE 3. ASSOCIATION RIGHTS

Section 1: ASSOCIATION REPRESENTATION

- A.** The method of selection of Association stewards is solely the responsibility of the Association. The District agrees to recognize Association-appointed stewards and officers who may receive complaints and grievances, conduct Association business appropriate to the administration of this Agreement, and conduct such other Association business not otherwise precluded by this Agreement.
- B.** The Association will be allowed at least one (1) Paraeducator Association steward and at least one (1) alternate for each school or department site.
- C.** Designated alternates shall act for the Association steward only in the absence of the Association steward. The Association shall designate its stewards and alternates in writing and shall provide the District with a master list of Association stewards and alternates not later than ninety (90) calendar days after ratification of this Agreement and once annually each October.
- D.** The District shall recognize such changes only upon official notification from the Association. All such changes will be delivered in writing to the chief human resources officer or designee, who will make notification to appropriate site and District offices and personnel.

Section 2: RIGHTS AND RESPONSIBILITIES OF ASSOCIATION REPRESENTATIVES AND THEIR ACCESS TO DISTRICT PREMISES

- A.** Association representatives, (staff, officers and stewards) shall be granted access to District premises for the purposes of administration of this Agreement and shall have the right during their regular work hours to investigate, present, and process grievances; to attend, at the request of the unit member, any meetings at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action; and to conduct appropriate and official Association business,

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without loss of time, pay, or benefits, providing that all time shall be paid at straight time for the shift involved.

- B. All Association business performed by Association representatives, other than that related to grievances and, at the unit member's request, attendance at conferences at which unit member discipline is intended to be administered or during which the unit member reasonably believes the investigation may lead to disciplinary action, shall be conducted during non-work hours. Non-work hours are defined as before and after the assigned hours of work and during lunch periods and rest breaks.
- C. When an Association representative serves more than one school or department site, the Association representative shall have the right to visit areas, schools, or departments within ~~his/her~~ they jurisdiction at reasonable times for the purposes specified in Section 2.A. above upon securing permission from ~~his/her~~ their principal, department supervisor, or designee. Such permission shall not be unreasonably withheld.
- D. The supervisor, or, in ~~his/her~~ their absence, ~~his/her~~ their designee, shall be notified upon arrival of the Association representative and prior to the conduct of Association business. Association representatives shall comply with all school or department site procedures required of visitors.
- E. Visits to unit members, at their work site, for the purpose of investigating and processing grievances, may be made during work hours by prearrangement with the principal, department head, or designee. The principal, department head, or designee shall provide a private area for such grievance processing.
- F. Loss of time due to investigation of or attendance at grievance meeting between the Association representatives and the unit member(s) shall be limited to reasonable time periods mutually agreed upon between the supervisor and the Association representative. Meeting(s) should be scheduled at times that will least affect the efficient operation of the unit member's school or department.
- G. Visits shall be conducted in appropriate rooms, areas, or work locations not impinging upon the work of other employees. The location shall be determined by mutual agreement between the designated Association representative and the supervisor or ~~his/her~~ their designee. The District shall make every reasonable effort to provide a convenient, appropriate location suitable for the purpose of the Association representative's business.
- H. Association representatives shall complete any forms provided by the District for the purposes of assisting in filing a mandated costs reimbursement claim with the State of California.

Section 3: BULLETIN BOARDS

The District shall provide institutional bulletin boards in areas which are mutually agreeable to the Association and the District and which are reasonably accessible to unit members. Bulletin boards

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will be located in areas which are not normally used by students and public, but where unit members congregate, and shall not be used for non-Association-sponsored commercial advertising purposes. Posting shall be done by authorized Association representatives only.

Section 4: USE OF TELEPHONE AND E-MAIL DURING NON-WORK HOURS

- A. The District agrees to provide unit members reasonable use of telephones during non-work hours. In emergency situations requiring immediate attention, such time limitations may be waived.
- B. The Parties agree that the Association representatives and the unit members shall have the right to reasonable use of the District's e-mail system for the purpose of communicating with respect to matters of District-Association business and not for purposes of communicating with respect to matters that are only Association business.

Section 5: DISTRICT MAIL SERVICE

- A. Best efforts shall be made to provide an individual mailbox or alternative receptacle where unit members can receive their mail.
- B. The Association shall be permitted reasonable use of the District mail service and unit member mailboxes, where provided, for communication with bargaining unit members.
- C. The Association shall be responsible for placing all Association materials in site/department mailbags and/or mailboxes at the District's mail distribution center(s).
- D. Items from the Association to be delivered by the District mail service shall bear organizational identification.
- E. Items from the Association that are received at a school or department shall be placed in unit member mailboxes by a representative of the Association.

Section 6: USE OF DISTRICT FACILITIES

The Association shall have the right to reasonable use of District buildings and facilities upon reasonable notice by the Association to the District.

Section 7: DATA PROVIDED BY THE DISTRICT

The District will provide the Association and the Association President without cost, an electronic copy of a listing of unit members. This list will include each unit member's employee identification number, name, date of birth, last four (4) digits of the Social Security Number, address, home telephone number, personal cell phone number, personal email address (on file with the employer), District e-mail address if available, job title, site/department (work location), work telephone number and extension (as applicable), cost center code, date of hire, position title and position code, assignment type, work year code, bilingual status, position equivalent, unit member status

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(permanent or probationary), seniority within classification, District seniority date, current hire date, and salary/step/rate, CalPERS status and Association membership status. This list shall be updated and forwarded to the Association at the beginning of each month. Any personal information above shall only be provided to the Association when supplied to the District by the employee. (Addresses and telephone numbers will be deleted where privacy has been requested by the unit member.)

A. Budget Information

The District will provide the Association and the Association President with a hard copy and/or electronic copy, of the planning and final budget reports submitted annually to the County Office of Education and the State Department of Education.

B. District Procedures

The District will provide the Association and the Chapter #759 President with all District Procedures and Emergency Procedures that are not available on the District's web site. The District may provide either one hard copy or an electronic copy of such documents without cost to the Association.

C. No Redisclosure

The Association agrees that it will not disclose any personal data related to unit members contained in the information reports provided by the District under this Agreement to any third party without the unit member's expressed written permission.

Section 8: BARGAINING UNIT MEMBER WORK

The District agrees not to require bargaining unit members to perform the work of other bargaining units except in emergencies.

Section 9: PRINTING AND DISTRIBUTION OF AGREEMENT

The District will make available on the District web site a current copy of this Agreement and all of the amendments and memoranda of understanding. New unit members may access the Agreement on the District's web site. During the duration of this Agreement any written amendments to the Agreement will be accessible on the District website. The District will provide the Association, without charge, twelve (12) copies of the Agreement per year.

Section 10: NEW UNIT MEMBERS

- A. The Association shall have the right to include Association membership materials in new employee packets issued to newly hired bargaining unit members by the Human Resource Services Division or its designee. The Association shall be responsible for supplying these materials.

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- B. The District shall continue to provide the Association with access to its online new employee orientation and shall include any communication, video, web links, etc. that the Association provides to the District for use in the new employee orientation. The District will update Association information if necessary and as needed.
- C. When new employee orientations are conducted in-person or virtually, Association representatives (including the Chapter President or designee and the CSEA Labor Relations Representative) may attend and will be provided an opportunity to present Association information.

Section 11: ASSOCIATION LEAVE

The length and time of the leave shall be by mutual agreement of the Association and the chief human resources officer or designee, after consultation with appropriate supervisory or management personnel.

A. Bargaining Unit Members

The Association shall have 200 hours per fiscal year (July 1 through June 30) of leave for Association business. The Association shall reimburse the District at an appropriate substitute, extra time or overtime salary rate within thirty (30) calendar days of billing and providing no single member of the bargaining unit, excluding the President of the Association, uses more than 60 hours of Association leave in a fiscal year. If no substitute, extra time, or overtime costs are incurred resulting directly from the unit member's leave, there will be no charge to the Association.

B. Association Officers

1. The Association shall have 200 hours per fiscal year (July 1 through June 30) of leave for Association officers to use for Association business, providing the Association reimburses the District for the salary of the unit member(s) designated.
2. The Association shall submit written requests for all such leave sufficiently in advance not less than two (2) business days prior to the time of the requested leave to ensure that consultation/notification can take place with the site and provisions made for substitute coverage, if necessary.

C. Association Conference

1. The Association may release up to twelve (12) unit members chapter delegates to attend the annual Association Conference so long as the Conference is held between the last week of July and the third week of August. In the event that the Conference is not held during these weeks or if more than one (1) unit member is released from the same site or program, the Parties will meet sufficiently in advance to adjust the number of unit members released, if necessary.

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2. The Association shall reimburse the District for the actual costs incurred for the use of a substitute. Substitutes will not be used where they are not normally provided. The reimbursement amount shall not exceed the salary of the unit members on leave. Reimbursement shall not be provided when a substitute is not used or when the unit member elects to use approved compensatory or vacation time or takes unpaid leave. Requests to use compensatory or vacation time will not be unreasonably denied.
3. The Association shall submit a written request to the Chief Human Resources Officer or designee, for all such leave sufficiently in advance, but not less than one (1) month prior to the intended absence.his/her

D. Elected Officer Leave

1. Upon request, the District shall grant a leave of absence without loss of compensation for the purpose of enabling unit members to serve as elected officers of the Association in compliance with California Education Code Section 45210 or its successor. The maximum leave period provided under this provision is two (2) years unless mutually agreed between the Association and the Chief Human Resources Officer or designee.
2. The Association must provide ninety (90) calendar days' notice of any officer's intent to return to work. Reinstatement rights upon return from the leave of absence shall follow the sequence as described below:
 - a. Officer shall return to the position formerly held, if vacant.
 - b. Officer shall displace the unit member occupying ~~his/her~~ their former position. (NOTE: The unit member being displaced would be provided the opportunity to exercise ~~his/her~~ their seniority rights in the same manner as provided in Article 18, Section 7: Displacement Rights.)
 - c. If the officer's former position no longer exists, the officer shall be placed in a position in the same classification formerly held, if vacant.
 - d. If there is no vacancy, the officer shall have the right to displace the least senior unit member in ~~his/her~~ their classification.
 - e. If the officer is the least senior unit member in ~~his/her~~ their classification, ~~he/she/they~~ shall be placed in a vacant position of equal classification level and of similar requirements of skills, knowledge and abilities.

If no vacancy pursuant to Section 11.D.2.e. above exists, the District agrees to allow the officer to voluntarily demote into a vacant position in a lower salary grade with reinstatement rights (as provided in Article 18, Section 7, Displacement Rights) to classifications identified in a. through e. above. The officer shall retain ~~his/her~~ their former salary in accordance with Article 7, Section 15.B. Demotions Due to Classification Review or in Lieu of Layoff.

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Section 12: CALENDAR COMMITTEE

- A. The District agrees to establish a joint Calendar Committee composed of an equal number of District representatives, Association representatives, and other stakeholder representatives appointed by their respective groups. The size of this Committee shall be determined by mutual agreement of all Parties.
- B. The purpose of this Committee shall be to develop a multi-year master calendar ~~that includes traditional, single-track and multi-track year-round schedules, holidays, and recess periods.~~ It shall be the goal of this Committee to present the calendar to the Board of Education for adoption one (1) year prior to its implementation.
- C. The District agrees to consult with the Association on the proposed master calendar prior to its adoption by the Board.


Section 13: ATTENDANCE AT BOARD OF EDUCATION MEETINGS


- A. The President of the Association or designee will be authorized leave without loss of pay, by mutual agreement with the Executive Director of Labor Relations or designee, in order to attend Board of Education meetings.
- B. The District will provide to the Association and the Association President, with an electronic or hard copy of the official Board of Education agenda with minutes, public support documents, and other support documents and exhibits at the same time the information is provided to the Board of Education members.

Section 14: RIGHTS GRIEVABLE

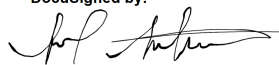
Rights granted by this Article shall be grievable only by the Association.


FOR THE DISTRICT:

DocuSigned by:

 June 1, 2023
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 Kristie Jones Date
 Director, Labor Relations

DocuSigned by:

 May 26, 2023
 82A52FC55FE9405...
 Melissa Lucio Date
 Director, Human Resources

FOR PARA:

DocuSigned by:

 May 26, 2023
 E95F1E528AC64F9...
 Issel Martinez Date
 Interim President, CSEA Chapter #759

DocuSigned by:

 May 30, 2023
 827767A569C943D...
 Angela Schwab Date
 CSEA Labor Relations Representative

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit ("PARA")
May 25, 2023

ARTICLE 7. WAGES

Section 1: SALARY RATES

A. ~~Salary~~ SALARY

~~The salary schedules in effect July 1, 2017, shall remain for the term of this Agreement.~~

1. Effective July 1, 2022, all salary schedules and corresponding rates of pay shall be increased by 6.56% ten percent (10%)
2. Effective July 1, 2023, all salary schedules and corresponding rates of pay shall be increased by five percent (5%).
3. 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.

B. ~~Equity Clause Provisions~~ EQUITY CLAUSE PROVISIONS

1. 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 receives enhanced health and welfare benefits, the Association will receive the same enhanced benefit.
 - b. If any other bargaining unit, the Non-Represented Management employee group or the Confidentials Unit receives an across-the-board on-schedule base salary

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increase or a new across-the-board off-schedule bonus, the Association will receive the same increase or bonus. This obligation will not be triggered by:

- i. Salary increases scheduled to take effect July 1, 2014 which effectuate restoration of the remaining portion of deferred salary increases for employees outside the CSEA bargaining units.
 - ii. Restoration of work year for any non-CSEA employee group by the number of days previously reduced prior to June 30, 2013.
 - iii. Increases or enhancement to any other bargaining unit, the Non-Represented Management employee group or the Confidential Unit, that will be paid for with resources currently allocated to that unit.
 - iv. Increases or enhancements given to any employee group as a result of grievance or other wage-related settlement agreements.
 - v. Compensation or benefits provided to non-CSEA employees or employee groups which are already extended to the CSEA bargaining unit(s) under an existing collective bargaining agreement.
- c. Should any other bargaining unit or the Non-Represented Management employee group or the Confidential Unit within the District agree to or receive any wage formula other than those set forth in section 1 above which results in increased compensation, the Association shall have the right to a meeting with the Joint Budget Committee to discuss the reason for funding.
- d. In addition to the rights afforded on section a-c, in the event that the District receives or identifies additional new State or Federal funds, which are non-categorical, nonrestrictive, not based on ADA growth, not from proceeds of the lottery, and do not represent reimbursement of expenditures made by the District, the Association shall have the right to a meeting with the Joint Budget Committee to discuss the allocation of these funds to the various budget categories.
- e. In addition to the rights afforded on Section a-c, in the event that The District through its budget process identifies any additional funds; Average Daily Attendance (ADA) growth, unidentified revenue, revenue, categorical, non-categorical, restrictive, nonrestrictive funds, reserves, Revenue Limit Equalization Aid/or Revenue Limit Deficit Reduction, Revenue Limit funded Cost of Living Adjustment (COLA), the Association shall have the right to a meeting of the Joint Budget Committee to discuss the allocation of these funds to the various budget categories.
- f. The Parties agree to convene a Joint Budget Committee at the request of CSEA any time after May 2014 to discuss the District's financial condition and its implication

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on any mandatory subjects of bargaining. The Committee will be made up of fifty (50) percent CSEA representatives and fifty (50) percent District representatives. The Committee work shall include, but not be limited to, discussing the allocation of State and/or Federal funds received by the District, budget reports, and additional funds identified by the District.

Section 2: RETROACTIVE COMPENSATION

Retroactive compensation paid pursuant to this Article shall be paid only to unit members who are officially employed by the San Diego Unified School District at the time of Board of Education adoption of the applicable salary schedules, and to unit members who retire or are laid off between July 1 and the date of Board adoption in the applicable year.

Section 3: ~~MILEAGE~~

~~Approved mileage reimbursement for bargaining unit members will be the current applicable Internal Revenue Service rate.~~

Section 3 4: UNDERPAYMENTS OR OVERPAYMENTS AND PAYROLL ADJUSTMENTS

Each unit member is encouraged to review their 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 shall, within five (5) workdays following such determination, provide the unit member with a written statement of the correction and issue a supplemental pay warrant for the amount due. Board of Education By-Laws 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 is required to recover the full amount overpaid. The District will provide the unit member with a written, detailed description of the overpayment including the calculations. The recovery schedule for the overpayment will be determined pursuant to Education Code 45042.5 ~~include consideration to both the District and the unit member.~~

Section 4 5: REIMBURSEMENTS ~~FOR PERSONAL PROPERTY LOST/DAMAGED~~

~~The District will pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, denture, watches, or articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member.~~

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- A. **Mileage.** Approved mileage reimbursement for bargaining unit members will be the current applicable Internal Revenue Service rate.
- B. **CPR Certification for Specialized Healthcare Procedures.** The District recognizes the requirement of unit members who perform specialized healthcare procedures within the scope of their work to demonstrate competence in cardiopulmonary resuscitation (CPR) pursuant to Education Code 48423.5. The District shall reimburse paraeducators up to forty (\$40) dollars to become certified in CPR and/or renew their CPR certification on a biannual basis.
- C. **Lost/Damaged Personal Property.** The District will pay the cost of replacing or repairing property of a unit member, such as eyeglasses, hearing aids, denture, watches, or articles of clothing necessarily worn or carried by the unit member, or vehicles, when such items are damaged in the line of duty as a result of malicious acts and without fault of the unit member.

Section 5 6: OVERTIME COMPENSATION

- A. Unit members will be compensated for overtime work at the rate of one and one-half (1½) times the unit member's regular hourly rate of pay in accordance with the following provisions:
 - 1. Unit members in traditional workweek assignments 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 workweek as defined in Article 8 Hours of Employment, Section 1 Workday and Workweek.
 - 2. 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.
 - 3. Unit members will be compensated at two (2) times the unit member's regular rate of pay for work performed on any seventh (7th) consecutive workday where the unit member has worked hours on the six (6) preceding calendar days entitling him/her to compensation. Only the seventh (7th) consecutive workday will entitle the unit member to double time compensation. All other workdays will be paid in accordance with the existing Rules and Regulations of the Paraeducators Salary Schedule.
 - 4. Unit members assigned to the Outdoor Education Program will be compensated on an overtime basis only for time worked in excess of forty (40) hours in a workweek or for time worked on the sixth (6th) or seventh (7th) day of the workweek.
- B. **Overtime of less than six (6) minutes.** Overtime worked in units of less than six (6) minutes will be disregarded for purposes of compensation.

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- C. Work On Holidays. Work performed by regular unit members on the date of observance scheduled on the District's Master Calendar for any legal or declared holiday enumerated in Article 12, Leave Policies, 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 (1½) times the unit member's regular rate of pay for nonexempt unit members and one (1) times the unit member's regular rate for exempt unit members. Such holiday pay will be in addition to the unit member's regular compensation for the holiday.
- D. Overtime Compensation for Special Pay Additive(s). Compensation for overtime will include any special pay additive(s) 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 worked, otherwise, the unit member shall be paid by warrant. To the extent possible, ordinary overtime work and method of compensation (either overtime pay or compensatory time off) shall be by mutual agreement between the unit member and supervisor.

Section 6 7: SPECIAL PAY ADDITIVES

- A. 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.
- B. 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 wellbeing 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.
- C. Bilingual/Biliterate Differential. A unit member will receive a bilingual/biliterate differential for assignment to a position ~~designated by the Board of Education as requiring the ability to communicate orally and/or in writing in a language other than English with non-English speaking adults or in sign language with deaf or hard-of-hearing adults~~ for an average of one (1) hour per day. Such differential will amount to five percent (5%) above the unit member's regular salary.
- D. Split Shift Differential. A unit member employed to work a regular continuing schedule of more than six (6) hours per day and with a scheduled lunch break of more than two and one-half (2½) hours is entitled to a split shift differential. Such differential will amount to five percent (5%) above the unit member's regular salary.

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- E. Longevity Stipends. ~~Effective July 1, 2007, a~~ A unit member in an active monthly bargaining unit assignment as of October 1, of each year will receive an annual lump sum longevity stipend in accordance with the following schedule:

<u>Annual Years of Qualifying Monthly District Service Completed</u>	<u>Lump Sum Stipend</u>
8 through 9	\$175.51 <u>\$211.01</u>
10 through 13	\$351.02 <u>\$421.99</u>
14 through 18	\$702.04 <u>\$843.94</u>
19 or more through 21	\$1,404.05 <u>\$1687.91</u>
<u>*22 or more</u>	<u>* \$2500</u>

Longevity stipends are subject to the same percentage increase(s) by which the salary schedule is increased as set forth in Article 7, Section 1. The District shall update current longevity rates on the District's website.

*Items with asterisk in Section 7.E shall be effective July 1, 2023 2022

- F. Community Based Instruction Differential. A unit member classified as Special Education Assistant will receive a pay differential for assignment to a position which requires continuing and regular Community Based Instruction (CBI) responsibilities as part of the approved program curriculum. CBI is an activity requiring the unit member to accompany one (1) or more students off-site in the community for the purpose of teaching life skills. For the purpose of this differential continuing and regular means that the unit member is assigned ongoing CBI activities for more than fifty (50%) of their regular work schedule. Such differential will amount to five percent (5%) above the unit member's regular salary.
- G. Catheterization Differential. A unit member appropriately trained and assigned the specialized healthcare procedure of catheterization will receive a pay differential. Such differential will amount to five percent (5%) above the unit member's regular salary.

Section 8 7: INITIAL PLACEMENT ON THE SALARY SCHEDULE

- A. Position Class. A unit member will be placed in the job class appropriate to the assigned position.
- B. Experience Step. A unit member new to the District will be placed on Step one (1) of the salary grade. The chief human resource officer or designee may authorize a higher step placement within the appropriate salary grade for an especially well-qualified individual in

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a job class for which qualified candidates are found to be in short supply. In such instances, the chief human resource officer or designee will provide written notification to the Association.

Section ~~8~~ 9: SERVICE INCREMENTS

A unit member in a regular monthly assignment will be granted a one (1) step salary increase on ~~his/her~~ their annual anniversary date until the top step for the job class is attained.

Section ~~9~~ 10: HOURLY AND DAILY PAY CALCULATIONS

Hourly pay rates for regular classified unit members on monthly salaries and for temporary unit members assigned to job classes on the regular classified salary schedule 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 regular hours assigned per workday.

Section ~~10~~ 11: PART-MONTH PAY CALCULATIONS AND DEDUCTIONS FOR MONTHLY PAID POSITIONS

- A. 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. A unit member who is promoted or demoted other than on the first workday 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.
- B. Salary reductions for all unpaid time in accordance with negotiated Agreements 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 ($\frac{1}{2}$) of the unit member's daily rate.

- C. An 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.

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The initial pay in the new assignment will be a balancing payment. Year-round classified unit member monthly rates are determined in the following manner: 1) The number of days of service in the traditional work year for the job class is multiplied by the daily rate, determined in accordance with the daily pay calculation method (monthly rate/173.33) x 8, to determine an annual salary. 2) Inasmuch as the year-round assignment has the same number of paid days, the annual salary so determined is divided by twelve (12) to establish the year-round monthly rate.

Section 11 ~~12~~: COMPENSATION FOR WORKSHOP PARTICIPATION

The California or federal minimum wage rate (whichever is higher) applies to regular monthly classified unit members of the San Diego Unified School District who voluntarily participate in workshops at the request of the District. This rate will be paid only for workshop participation outside the unit member's normal workdays and/or hours. Such qualifying workshop participation will be paid at the straight or overtime workshop participation rate in accordance with this Article. Unit members who are required to attend workshops at the request of the District will be paid at their regular straight or overtime rate of pay in accordance with this Article.

Section ~~12~~ 13: UNIT MEMBERS TRANSFERRING BETWEEN SALARY SCHEDULES

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

Section 13 ~~14~~: PROMOTION

- A. Promotion From Another Classified Salary Schedule. A unit member who is promoted from a position on another classified unit members' salary schedule to a position on the Paraeducator Salary Schedule, with a higher maximum, salary will first have ~~his/her~~ their salary determined in the appropriate grade of the other classified salary schedule in accordance with existing regulations, and then will be paid at the rate in the appropriate salary grade on either salary schedule which would provide an approximate five percent (5%) increase (exclusive of special pay additives) but not more than seven 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.
- B. Promotion Within Paraeducator Salary Schedule. A unit member who is promoted from one job class on the Paraeducator Salary Schedule to a higher job class will be placed on the step of the higher salary grade which is at least one full salary grade or approximately five percent (5%) (or, if there is no such step, seven and one-half [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 the time of promotion, it will be credited and applied in the determination of the new salary step.

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- C. Next Service Increment. 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 due date will be effective on the anniversary date (first [1st] day of the month in the month promoted for unit members promoted between the first [1st] and fifteenth [15th] of the month; first [1st] day of the month following the month promoted for unit members promoted on or after the sixteenth [16th] of the month), and additional service increments due will be granted beginning one (1) year thereafter until the maximum salary for the job class is reached.
- D. Voluntary Demotion. 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.
- E. Temporary Out-Of Class Assignments. A unit member temporarily assigned to perform higher level duties not reasonably consistent with those prescribed for the regular job class 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 temporary assignment. The amount of the adjustment will be the same as would be provided by the regular promotional rules as determined by Executive Director, Human Resources Division.

Section 14 15: PLACEMENT IN LOWER JOB CLASS

- A. Demotions Due to Unit Member Request or Disciplinary Reasons. When a unit member is placed in a position in a lower job class in the same type of work at the unit member's own request, or if a unit member is demoted in accordance with The Employment Regulations for the Classified Service of the San Diego Unified School, the salary step placement on the salary grade for the lower job class will be that which is approximately five percent (5%) (or, if there is no such step, seven and one-half percent [7.5%]) in amount below the unit member's salary in the higher class. Unit members who reach the maximum step in the higher class, or on a step in the higher class, which is more than seven and one-half (7.5%) above the maximum step of the lower job class will be placed on the maximum step of the lower class. 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 same dollar rate. If the rate does not appear in the lower salary grade, the unit member will be placed on the step that will result in the smallest reduction in pay from the current dollar rate.
- B. Demotions Due to Classification Review or in Lieu of Layoff. When a unit member is reassigned to a position in a lower job class resulting from classification review of the

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position, or demoted in lieu of layoff, or for some other reasons 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 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 grade to a whole 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 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 eighteen (18) months unless the maximum for the lower job class is changed to exceed the previously achieved salary. At the end of the eighteen (18) month period, the salary will be changed to the maximum for the lower job class. A 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 they was/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 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 eighteen (18) month period will be extended for each month or major fraction thereof during which the unit member was temporarily promoted.

- C. Reemployment Rights. Reemployment Rights for unit members reassigned to a position in a lower job class resulting from classification review of the position will be determined in the same manner as in Article 18, Layoff and Reemployment, Sections 8 and 9.


Section 15 16: CLASSIFICATION STUDY

A unit member may request a classification study of ~~his/her their~~ position by completing a Position Classification Review Form (available from the Human Resource Services Division), obtaining all necessary signatures, and forwarding the request to the Human Resource Services Division in accordance with the timelines specified in District Procedure 7540. Classification studies are excluded from the grievance procedure.

FOR THE DISTRICT:

DocuSigned by:

 June 1, 2023
 9AE4281881F04D5...
 Kristie Jones Date
 Director, Labor Relations

FOR PARA:

DocuSigned by:

 May 26, 2023
 E95F1E528AC64F9...
 Issel Martinez Date
 President, CSEA Chapter #759

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DocuSigned by:

Melissa Lucio

May 26, 2023

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Melissa Lucio

Date

Director, Human Resources

DocuSigned by:

Angela Schwab

May 30, 2023

827767A569C943D...

Angela Schwab

Date

CSEA Senior Labor Relations Rep.

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit (“PARA”)

May 11, 2023

ARTICLE 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 unit members employed on a full-time basis. The traditional workweek shall be Monday through Friday. For payroll accounting purposes, the traditional workweek begins on Monday at 12:00 a.m. and ends on the following Sunday at 11:59 p.m. Normally, the workweek shall consist of five (5) consecutive workdays and two (2) consecutive days off. The non-traditional workweek shall not exceed five (5) consecutive workdays starting any day other than a Monday.
- B. The District shall designate the length of the workday and workweek subject to other applicable provisions in this Agreement. Each unit member shall be assigned a regular, ascertainable number of hours per week.
- C. Unit members working in Outdoor Education may be allowed to work a flexible forty (40) hour workweek schedule, not necessarily limited to the typical eight (8) hour per day shift. The site administrator shall determine flexible workweek schedules after granting the affected unit members the opportunity to provide input.

The District proposes the following language be placed in Article 11 - Transfers and Reassignments, New Section 7 - Site Support

When requested by the unit member, the site administrator will meet with the unit member to address workspace concerns. Upon determination that further support is needed the administrator and unit member will develop a plan to ensure appropriate space and equipment has been provided. Examples of supports may include, but are not limited to, storage space, access to copiers as needed, electronic devices, and necessary assessment materials.

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The District is committed to working with school site and department leadership to ensure paraeducators have appropriate workspaces and access to equipment to provide the level of support and services necessary to assist students with academic success.

Section 2: WORK SCHEDULE

- A. The unit member's supervisor shall establish the unit member's work schedule at the time of initial employment. A change in the work schedule is defined as the modification of a unit member's starting and/or ending time of a workday. The work schedule may be changed under one of the following circumstances:
 - 1. When mutually agreed to by the unit member and the supervisor or
 - 2. When a unit member is given a minimum of thirty (30) calendar days written notice prior to the effective date of a permanent change in work schedule, or five (5) workdays written notice for a temporary change in work schedule.
 - 3. Whenever possible, supervisors shall consider the individual circumstance and work with the unit member to determine the effective date of a temporary change in work schedule.
- B. In the event of an emergency the supervisor may modify/change the work schedule.
- C. The unit member's supervisor will discuss, with the unit member, any problems affecting the implementation of work schedule changes.
- D. Unit members may be temporarily exempt from a permanent change in work schedule providing the unit member verifies enrollment in a course in an institution of higher education, or verifies childcare issues which conflict with the proposed work schedule change, and which cannot be rescheduled at a time compatible with the proposed work schedule.
- E. A unit member's work schedule shall not be changed temporarily to avoid the payment of split shift or night shift differentials.

Section 3: INCREASES IN ASSIGNED TIME

The District retains the right to increase the assigned workday or work year for unit members, in accordance with the following procedures:

- A. Whenever the District increases the workday or work year of a position, it shall offer such increases to unit members who hold the positions being increased.

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- B. In the event the incumbent who holds the position declines an offer of an increase to ~~his/her~~ their workday or work year, other unit members in the same classification at that site may request the increase in hours and shall meet with the selecting administrator and be considered for the position first, before all others.
- C. Prior to permanent increases in the workday or work year, unit members will be provided at least thirty (30) calendar days advance written notice of the change. Exceptions may be made in emergencies or by mutual agreement of the unit member and the supervisor.
- D. The District may temporarily assign a unit member to a work schedule not routinely worked by such unit member for a maximum of thirty (30) workdays unless otherwise mutually agreed to by the unit member and the supervisor. A unit member shall not be required to accept such assignment unless notified five (5) workdays prior to the effective date of the work schedule change.

Section 4: LUNCH PERIODS

- A. Each unit member assigned for more than five (5) hours per day shall be entitled to an unpaid duty-free lunch period of thirty (30) minutes. Taking into consideration the unit member's preference and needs of the program/assignment, unit members who work more than five (5) hours, but less than six (6) hours per day, may waive their lunch period upon mutual agreement of the supervisor and the unit member.
- B. Unit members shall not be assigned standby, or other duty during the lunch period, and are free to leave the work location during the lunch period.
- C. In accordance with Section 4.A. above, eligible unit members assigned to more than one site shall be provided with a duty-free lunch exclusive of travel time between work locations.
- D. If the unit member's duty-free lunch period is interrupted concerning work-related matters, the unit member shall be entitled to extend ~~his/her~~ their lunch period by the same amount of time resulting from the interruption.
- E. Times when unit members may take their unpaid duty-free lunch periods shall be determined by the unit member's supervisor taking unit members' preferences and program/assignment needs into consideration. Normally, the lunch period shall be as close to the middle of the shift as feasible.
- F. Exceptions:

On an annual basis, ~~S~~specific positions may be assigned to work a straight shift, including a paid lunch period, at the request of the supervisor and with the approval of the Association.

Section 5: REST BREAKS

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- A. Each unit member assigned for more than three and one-half (3½) hours per day shall be entitled to a fifteen (15) minute paid duty-free rest break approximately midway through the work period. Unit members assigned for six (6) hours or more shall be entitled to a fifteen (15) minute paid duty-free rest break approximately midway through the work period preceding the lunch period and again approximately midway through the work period succeeding the lunch period.
- B. Times when unit members may take their rest periods shall be determined by the unit member's supervisor taking unit member preferences and program/assignment needs into consideration. Unit members shall not leave the work site during rest breaks without permission in advance from their supervisors.

Section 6: SHORTENING OF THE ASSIGNED WORKDAY

Unless mutually agreed between the unit member and the supervisor, unit members shall not be permitted to shorten their workday by foregoing rest breaks and/or lunch periods.

Section 7: EARLY CALL-IN

- A. Occasionally, scheduled activities or unanticipated events may require early call-in of staff. Normally, a unit member called in to work early shall remain on duty until ~~his/her~~ their regularly scheduled check-out time. A unit member may request permission to leave work early upon completion of ~~his/her~~ their regularly assigned number of hours per day. Unit members shall be compensated for any overtime worked as a result of an early call-in in accordance with the overtime provisions in Article 7, Wages, Section 6, of this Agreement. When unit members have been called in at irregular times, they should confer with their supervisors and arrive at a mutually acceptable schedule for the following shift(s).
- B. Supervisors shall inform the unit members if they are being requested for an early call-in or a change in work schedule.

Section 8: CALL BACK

A unit member who is required to return to duty after leaving such duty station for the day or week will be compensated for a minimum of three (3) hours. In computing overtime in connection with such situations, a reasonable amount of travel time shall be included.

Section 9: 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 Article 7, Wages, Section 6. Under normal circumstances, unit members will be given twenty-four (24) hours advance notice of the need to work overtime. In emergencies, this advance notice will not be required. To the extent possible, ordinary overtime work and the method of compensation (either overtime pay or

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compensatory time off) shall be by mutual agreement between the unit member and the supervisor.

- B. When it is not practical or feasible to supplement the existing trained personnel in key jobs with temporary or redirected personnel, the District may mandate overtime in these key jobs for extended periods of time. The supervisor or designee must approve peak period overtime.
- C. Except in an emergency, unit members will not normally be assigned overtime if they have used sick leave on the same workday that the overtime work is available.
- D. When compensatory time is agreed upon, the unit members shall be provided the opportunity to take such time off within six (6) months of accrual. If a unit member requests to take compensatory time off and the request is not granted during the six (6) month period, the unit member shall be paid for the accrued compensatory time. Compensatory time off records should be maintained in the appropriate school/department/site office.


Section 10: RETURN TO WORK PROGRAM

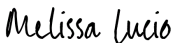
- A. The District is committed to providing transitional work assignments for a limited period to assist unit members who are temporarily restricted from performing their regularly assigned job duties due to an industrial or non-industrial injury or illness.
- B. Transitional work assignments are temporary job tasks that may be a modification of regular job duties or may be alternative job tasks outside the regular job duties, classification and bargaining unit.
- C. Transitional work assignments, without loss of regular pay, will be offered accordingly:
 - 1. Transitional work assignments are made for a maximum of ninety (90) consecutive calendar days.
 - 2. The work is within the restrictions that are outlined by the unit member's primary treating physician.
 - 3. The Return to Work Coordinator, with the input of the unit member, will identify transitional work assignments. Assignments may include work outside of the unit member's classification and bargaining unit.
 - 4. The transitional work assignment may be discontinued or changed as the unit member's restrictions are modified by the unit member's primary treating physician.
 - 5. The transitional work assignment will not result in the displacement or reduction in hours for any other classified employee.

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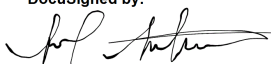
6. Unit members shall be given three (3) work days' notice prior to any change to the transitional work hours of assignment.
7. If the number of unit members qualifying for transitional work assignments exceeds the available work, priority will be given to unit members with industrially related injury or illness. The transitional work assignment of a unit member with a non-industrial injury or illness may be discontinued to accommodate a unit member with an industrially related injury or illness on a seniority basis within that classification.
8. Unit members participating in a transitional work assignment are responsible for notifying their transitional work supervisor in advance of all follow-up medical appointments and submitting documentation from their primary treating physician of any change in their medical status.
9. Unit members will first be offered transitional work assignments at the regularly assigned site. If transitional work is not available at the unit member's regularly assigned site, all efforts will be made to make transitional work assignments as geographically close as possible to the unit member's regular work site.


FOR THE DISTRICT:

DocuSigned by:
 June 1, 2023
9AE4281881F04D5...
Kristie Jones Date
Director, Labor Relations

DocuSigned by:
 May 26, 2023
82A52FC55FE9405...
Melissa Lucio Date
Director, Human Resources

FOR PARA:

DocuSigned by:
 May 26, 2023
E95F1E528A664F9...
Issel Martinez Date
President, CSEA Chapter #759

DocuSigned by:
 May 30, 2023
827767A569C943D...
Angela Schwab Date
CSEA Labor Relations Representative

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit ("PARA")

November 4, 2022

ARTICLE 9. HEALTH AND WELFARE BENEFITS

Section 1: HEALTH AND WELFARE BENEFITS

For the term of this Agreement, the District shall continue to absorb the full cost of the benefit package.

Section 2: ELIGIBILITY

- A. Eligible unit members are those active unit members in paid status in monthly salaried positions of one-half ($\frac{1}{2}$) time or more or those unit members on paid leaves receiving fifty percent (50%) or more of full salary. Unit members on District approved unpaid leaves may continue their medical, dental, vision and/or life insurance coverage by remitting the required fee to the District.
- B. Eligible dependents are:
 - 1. A unit member's legal spouse (including those individuals meeting the requirements of this section) who has not entered a final decree of divorce or an annulment from the unit member, and is not on active duty as a member of the armed forces, or an unmarried unit member's same-sex domestic partner who is not on active duty as a member of the armed forces and is not legally married to another individual. It is understood that same-sex domestic partner coverage shall be subject to all eligibility rules and requirements established under this Agreement and that such rules and requirements shall extend to all plans and coverages provided in this Article whether contracted through San Diego County Schools Voluntary Employee Benefits Association (VEBA), self-funded by the District or directly contracted by the District. (A unit member's domestic partner and the domestic partner's children are not eligible for life and accident insurance coverage.)

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

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

2. For medical Bbenefits: A unit member's unmarried child (including any stepchild, child of the unit member's domestic (as defined in Section 2.B.1) partner, legally adopted child, or child for whom the unit member is named permanent legal guardianship 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, ~~effective January 1, 2014,~~ 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), legally adopted child, ~~or child for whom the unit member is named legal guardian by court order~~) who has not attained ~~his/her~~ 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, vision and optional and 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) who has not attained his/her their twenty sixth (26) birthday, 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 ~~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,~~

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~~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. 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), 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.~~

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 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).

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 on 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-paid 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 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.

- D. 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 fall annual open enrollment period ~~in~~

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~~October, November~~ or another period mutually agreed to by the Parties. Unit members are advised to give serious consideration to the consequences of waiving health benefits for themselves and/or their eligible dependents.

- E. 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.

Section 3: MEDICAL BENEFITS PLANS

- A. It is mutually agreed between the Parties that medical benefits will be offered solely through the ~~San Diego County~~ California Schools Voluntary Employee Benefits Association (VEBA). The District agrees that VEBA is the mutually agreed to Provider/Administrator through the term of the Agreement
- B. The Parties agree to enter into a Participation Contract that will commit to participation in the VEBA throughout the life of this Agreement.
- C. 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 or a mutually agreed upon provider to eligible unit members and eligible dependents. Medical benefit plan options listed below are subject to change in accordance with Section 9 of this Article.
1. Kaiser HMO
 2. United Health Care HMO
 3. United Healthcare PPO
- D. The District shall pay the full cost of the VEBA medical plan option selected. In the event that the Parties mutually agree to select an alternative benefits program, the District shall pay the full cost of the agreed-upon medical plan options.

Section 4: DENTAL BENEFITS PLANS

- A. Consistent with the cost allocation set forth in Section 1 above, District will provide three (3) dental benefit plan options if made available through the VEBA program or a mutually agreed upon provider to eligible unit members and eligible dependents. ~~Current Providers are:~~ Dental benefit plan options listed below are subject to change in accordance with Section 9 of this Article.
1. Delta Dental PPO
 2. Western Dental Services
 3. Delta Dental HMO
- B. The District shall pay the full cost of the dental plan option selected consistent with the cost allocation set forth in Section 1 above, unless modified by the Parties.

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Section 5: LIFE INSURANCE

- A. A life insurance policy 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 unless otherwise agreed to by the Parties shall remain in full force and effect for the duration of this Agreement. 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 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 options, consistent with the cost allocation set forth in Section 1 above.

Section 7: GENERAL

- A. Medical, dental and/or vision records of unit members and their dependents relation to benefit claims shall be maintained on in the offices of the medical, dental, or vision providers/carries or third party administrators contracted to the provide claims process 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 under 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 dependent children may be covered as dependents under one parent or the other, but not under both.
- C. 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 in November. Retirees, surviving dependents, and unit members on layoff enrolled in the medical plans referred to in Section 3 or the dental

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plans referred to in Section 4 may elect to change plans only during the annual open enrollment period.

- D. The benefits described in this Article are governed by the official plan documents associated with each benefit plan.
- E. 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 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 (1) 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 Benefits Department within thirty-one (31) days of the date when coverage would normally terminate that coverage should be continued.
 - 3. Required contributions must be received by the Employee Benefits Department at the time the request for the continuation of coverage is made. Coverage may be retained by the spouse until remarriage by paying the required contributions to the District.
- F. Unit members who are separated due to a reduction in force may continue their group medical coverage for up to twelve (12) calendar months or eighteen (18) calendar months under COBRA beyond the date coverage would have normally terminated by paying the required fee to the District.
- G. In the event that a unit member's spouse waives medical coverage through another employer, in exchange for a cash payment, the unit member shall pay a one hundred dollar (\$100) per month payment for ten (10) months, up to one thousand dollars (\$1,000) per year, for as long as the spouse continues to receive cash in lieu of benefits from his or her employer (~~effective January 1, 2011~~).

Section 8: RETIREE MEDICAL FUND

- A. The District shall deposit to this fund an amount equal to the prior year's deposit, increased by the same percentage by which the salary schedule is increased as set forth in Article 7, Section 1, less advance deposits, if any, as described in Paragraph F below. This fund shall be used exclusively to reduce the monthly contributions paid by eligible retirees participating in a District-sponsored group medical plan by the amount established by Paragraph E.
- B. Effective October 1, 2013, the deposit to the fund shall be eighty-five thousand four hundred four dollars (\$85,404) annually adjusted by general salary increases.

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- C. A retiree who meets all of the following conditions will be eligible for this benefit:
1. The unit member, immediately upon separation from the District, began to receive a disability or service retirement benefit from the Public Employees Retirement System (PERS) or the State Teachers' Retirement System (STRS).
 2. The unit member had seventeen (17) years of paid monthly salaried service with the District (excluding unpaid leaves of absence).
 3. The unit member's retirement effective date with PERS or STRS is on or after June 1, 1988.
 4. 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.
 5. The unit member was covered under a District-sponsored group medical plan as a unit member immediately prior to the retirement effective date under PERS or STRS and chose to maintain coverage under such plan as a retiree by executing the appropriate form and making the required contribution to the District.
- D. Eligibility for this benefit shall cease at the end of the month in which the retiree dies, reaches age, sixty-seven (67) or ceases to make the required contributions, whichever occurs first. The retiree may continue coverage in the District-sponsored medical plan beyond age sixty-seven (67) by contributing the full cost of coverage to the District. All other provisions of the group medical plans shall remain in effect.
- E. Annually, a new reduction in the monthly contribution shall be established by dividing the total amount of money in the fund (after the deposit made in accordance with Paragraph F) by the expected number of eligible retirees, divided by twelve (12). Such amount shall not exceed one hundred twenty-five dollars (\$125) monthly for eligible retirees.
- F. If at any time the fund balances are not sufficient to provide for the monthly reduction established in Paragraph E, the District shall make advance deposit(s) as necessary to the fund to provide for the continuation of the established reduction through September 30 of the same year. If advance deposit(s) is (are) made, then on October 1, the District shall reduce the annual deposit by the amount of the advance deposit(s) made since the previous October 1.
- G. The Board of Education, as an elected body, shall provide for the management and control of the fund as a public trust. Either Party may request a quarterly meeting for audit review purposes.

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Section 9: DISTRICTWIDE HEALTH AND WELFARE ~~BENEFIT~~ COMMITTEE

- A. The Parties agree to the appointment of a Districtwide Health and Welfare ~~Benefit~~ Advisory Committee composed of two (2) representatives appointed by each employee organization/group involved. The Committee shall work toward fulfilling the Parties' shared goal of reducing health care costs while providing quality health benefits. The Committee shall establish its own meeting schedule.
- B. The Committee will review District health and welfare benefit programs and have the opportunity to meet with plan providers and outside consultants to become informed on the plan provisions, financing, Agreements with providers and other appropriate plan details.
- C. The Committee may develop advisory recommendations from time to time regarding modifications to the health and welfare benefit programs. It is understood that such advisory recommendations will be made to the District and the involved employee organization/group. Recommendations by the Committee that are intended to be part of the fall annual ~~November~~ open enrollment shall be made no later than ~~ninety-thirty~~ (90 30) days prior to the start of open enrollment of the same calendar year. ~~The date can be extended to allow a minimum of thirty (30) calendar days from the date the Committee receives all medical benefit premium amounts from the mutually agreed upon provider/administrator.~~
- D. The Parties commit to bringing various cost savings options and supporting documentation associated with such changes to the Health and Welfare Committee, including but not limited to potential modifications to the medical benefits plans. The Committee continues to be empowered to suggest and recommend cost savings measures for consideration by the Parties. The Parties agree all recommendations will also be shared with the Board of Trustees and the Superintendent.
- E. The Parties agree that the Health and Welfare Committee will jointly attend training focused on working together to achieve cost savings in the medical plans while maintaining high quality benefits and providers for all District employees, from a jointly determined organization.
- F. During the term of this agreement, the Health and Welfare Committee will annually review plan modifications or other benefit changes and any potential cost savings measures. In the event the District realizes net savings as a result of such modifications or changes, the Parties agree to reopen Article 7 (Wages) for the purpose of providing a wage increase to the bargaining unit, inclusive of associated variable (statutory) benefit costs, in an amount, manner and timeline negotiated by the Parties at that time. The District shall provide the bargaining unit with the District's savings calculations per unit to the Health and Welfare Committee for its review prior to negotiations.
- G. The Committee shall review and make ~~necessary~~ recommendations regarding all contracts with carriers prior to adoption by the Board of Education.

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H. During the term of this Agreement, the Committee agrees to identify ways to reduce the cost of the benefits program and may recommend to the District and the Association that certain cost savings and other reductions be made.

Section 10: 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 fall annual open enrollment period. Following the initial election period in open enrollment, the elective period for newly eligible unit members shall be the thirty-one (31) day period following the date they first become eligible. During each election period, eligible unit members shall make a written election to decline or to participate in this Program. Unit members who do not elect to participate when first eligible will not have the opportunity to do so until the next fall annual election—open enrollment period.

During an election period, unit members who wish to participate shall designate the portion of their calendar year salary which they wish to have redirected to a Health and/or Dependent Care FSA (up to a maximum per plan year up to the limit allowed under the law). . Such amount shall serve to reduce the unit member's salary on a pro-rata basis each month except July and August.


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 annually District records pertaining to any savings/expenses related to this Program.


FOR THE DISTRICT:

DocuSigned by:

 June 1, 2023
 9AE4281881F04D5...
 Kristie Jones Date
 Director, Labor Relations

DocuSigned by:

 May 26, 2023
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 Melissa Lucio Date
 Director, Human Resources

FOR PARA:

DocuSigned by:

 May 26, 2023
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 Issel Martinez Date
 President, CSEA Chapter #759

DocuSigned by:

 May 30, 2023
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 Angela Schwab Date
 CSEA Labor Relations Representative

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit (“PARA”)

January 12, 2023

ARTICLE 10. SAFETY CONDITIONS OF EMPLOYMENT

Section 1: MUTUAL RESPONSIBILITY

The Association and the District agree a safe and healthy work environment for all unit members is essential to conduct District operations efficiently and effectively. All Parties agree to be aware of inherent workplace hazards and to comply with federal, state, and local law and district health and safety practices. The Parties further agree occupational safety and health concerns and practices shall be reviewed on a continual basis in staff meetings and other appropriate forums. District safety policies and procedures establish supervisors as the key action contact for safety and health issues. Unit members are strongly encouraged to resolve safety or health concerns with their supervisors.

Section 2: SAFE AND SANITARY FACILITIES

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 3: STAFF FACILITIES

The District shall provide in a safe and sanitary condition, currently operational lunchrooms, restrooms, lavatories and lounge facilities which are not used concurrently by students. At school sites only, at least one (1) room shall be reserved for use as a staff lounge. Sites with restricted access to restrooms, breakrooms, or staff lounges shall ensure all bargaining unit members on site have access to these facilities.

Section 4: SAFETY TRAINING, EQUIPMENT AND DEVICES

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- A. The District agrees to furnish safety equipment and devices required 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 or devices. The Association agrees to cooperate wherever possible in encouraging unit members to adhere to the spirit of this Section.
- B. The District agrees to provide unit members in Special Education the safety equipment and safety supplies required by law.
- C. As deemed appropriate, and as determined by the District, two way communication devices, including cell phones or other comparable similar equipment shall be made available to unit members in the Special Education Department without access to a site ~~office~~ telephone line or emergency services line system for a prolonged period during instructional time or during supervision, on a first priority basis.
- D. The District agrees to provide unit members, where appropriate, with safety equipment such as disposable gloves, protective clothing, etc.
- E. The District will provide all unit members exposed to hazardous conditions with job-appropriate training necessary for the safe performance of the job responsibilities. Such training will include, but not be limited to:
 - 1. Procedures to prevent the spread of contagious diseases,
 - 2. ~~Operation of video display terminals (VDT),~~
 - 3. Correct lifting procedures, which shall include the proper use of lifting equipment and assisted lifting techniques,
 - 4. Physical restraint of students,
 - 5. Safety training on all special education equipment prior to its use.
- F. Unit members working in high risk positions and/or exposed to life-threatening, contagious diseases during the performance of their duties shall be provided adequate health protection.
- G. The District shall present all ~~B~~bargaining ~~U~~unity ~~M~~members with annual on-site first aid and/or health-related training.

Section 5: SITE SECURITY PLAN

Each site supervisor will be responsible for the development of a site security plan to protect unit members from unauthorized intrusions or criminal activity on the site. Unit members at the site will be given the opportunity to provide input in the development of the plan. A copy of the site security plan will be posted and provided upon request to each unit member.

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Section 6: DISTRICT EMERGENCY PROCEDURES

During the first month of school, principals and supervisors will annually inform all unit members of the location of District Emergency Procedures relating to assault and/or battery, insults, threats, child abuse, molestations, natural disasters and suicide threats. Each site supervisor shall discuss with unit members any changes in these procedures, as well as on-site work rules.

Section 7: PHYSICAL THREAT OR ASSAULT/BATTERY

- A. Unit members shall immediately report to their supervisors all threats of physical harm or cases of assault and/or battery suffered by them in connection with their employment.
- B. Any student who has caused, attempted to cause, or threatened to cause physical injury to a unit member or who violates the District Zero Tolerance Policy shall be suspended, expelled or otherwise disciplined in accordance with District student discipline or Zero Tolerance procedures.
- C. The supervisor and other District personnel with assigned responsibilities shall take appropriate action and shall inform the unit member affected of the action taken. The appropriate actions shall be specified in a District emergency procedure that defines the actions to be taken and fixes the responsibility for the actions.
- D. Site administrators shall notify unit members of students assigned to their classrooms who have been convicted of serious offenses and/or have been formally suspended at other schools as soon as such information becomes available.

Section 8: NOTIFICATION OF UNSAFE WORK CONDITIONS

- A. Unit members shall notify their supervisors of unsafe or unsanitary conditions at any district work location or in any district vehicle. Unless an emergency exists, the report shall be made on a form supplied by the District. No reprisal of any kind shall be taken against a unit member as a result of reporting an unsafe or unsanitary work condition.
- B. Supervisors shall promptly investigate any report of unsafe or unsanitary conditions. Within two (2) workdays of the completion of the investigation, the unit member shall be provided written notice of the findings of the investigation and of any proposed remedy. If the unit member believes a safety or health problem continues to exist after determination has been made by the site administrator or supervisor that the condition has been remedied, the District shall review the situation and any findings with the Association representative in an attempt to resolve the issue.
- C. No unit member shall be required to work in unsafe/unsanitary work conditions.

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- D. Upon request, a unit member shall be provided a consultation with the Executive Director of Human Resource Services Division or designee, and/or a district physician to discuss job-related health concerns.

Section 9: REFUSAL TO WORK UNDER UNSAFE CONDITIONS


Unit members may refuse to work in any situation which places ~~him/her~~ them in imminent physical danger or significantly endangers ~~his/her~~ their health. In all such cases, the unit member shall first report the condition to the site administrator or supervisor who will, as soon as possible, have an evaluation made of the complaint. While the evaluation and determination of the complaint is being made, the unit member(s) will be given other assignments. Dependent upon the findings of the evaluation, the site administrator or supervisor shall inform the unit member(s) to return to the original assignment or shall inform the unit member of an alternate assignment.


Section ~~11-10~~: DISTRICT SAFETY/HEALTH ACTION COMMITTEE

~~The Parties agree to the establishment of a joint Safety/Health Action Committee~~ The Association shall appoint one composed of an equal number of representatives and one alternate to the joint Safety/Health Action Committee be appointed by the Association and the District. The Committee shall appoint two co-chairs, one District-appointed representative and one CSEA representative be jointly chaired by the District Risk Manager or his/her designee and a representative of the Association. The Committee shall meet at the request of either party and at times which least affect the operations of the District.


Association representatives shall be permitted reasonable release time to attend committee meetings. The purpose of the Safety/Health Action Committee shall be to review current or outstanding occupational safety concerns.


FOR THE DISTRICT:

DocuSigned by:

 June 1, 2023
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 Kristie Jones Date
 Director, Labor Relations

DocuSigned by:

 May 26, 2023
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 Melissa Lucio Date
 Director, Human Resources

FOR PARA:

DocuSigned by:

 May 26, 2023
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 Issel Martinez Date
 President, CSEA Chapter #759

DocuSigned by:

 May 30, 2023
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 Angela Schwab Date
 CSEA Labor Relations Representative

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit ("PARA")

January 26, 2023

ARTICLE 11. TRANSFER AND REASSIGNMENT POLICIES

Section 1: INITIATION AND APPROVAL OF TRANSFERS AND REASSIGNMENTS

- A. Transfer. A transfer is a voluntary change of a permanent or permanent/probationary unit member's assignment from one site or program to another site or program in accordance with Section 2 below. A permanent or permanent/probationary unit member may request a transfer within the same job classification or to a different classification.
- B. Administrative Reassignment. An administrative reassignment is an involuntary change of assignment of a unit member from one site or program to another site or program. The unit member's supervisor may initiate an administrative reassignment in accordance with Section 3 below.

The approval of the Senior Executive Director, Human Resource Services Division, or ~~his/her~~ their designee, is required before a transfer or administrative reassignment is accomplished.

Section 2: TRANSFERS

- A. Transfer Process. To receive consideration for a transfer, the unit member must request the transfer by submitting an electronic transfer request form (~~electronic, paper or otherwise~~) in accordance with procedures issued by the Human Resource Services Division. A separate transfer request form shall be made for each classification desired.
- B. Transfer to different classification. A unit member may request a transfer to a position in a different classification if the position has the same or lower maximum rate of pay and is deemed to be sufficiently related in terms of skills, knowledge, and abilities.

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- C. Transfer requests. The Human Resource Services Division shall forward to the appropriate supervisor, a list of all unit members who have filed a transfer request form in order of the date the transfer is confirmed. ~~alphabetical order, who have filed a transfer request form.~~
- D. Interview by supervisor. Whenever a vacancy is to be filled, the requesting supervisor shall first review, and consider, all pending transfer requests; however, the vacancy may be filled from another source as deemed appropriate by the Chief Human Resources Officer ~~Executive Director, Human Resource Services Division~~ or designee.
1. If the supervisor decides to interview eligible candidates, ~~he/she~~ they shall interview an equal number of eligible unit members from the appropriate transfer list unless there are not enough transfer requests to match the number of eligible candidates.
 2. As soon as possible after completion of the interview and selection process, the supervisor or designee will notify all interviewed transfer and eligible unit member candidates as to whether or not they were selected.

Section 3: SITE OR DEPARTMENT INITIATED ADMINISTRATIVE REASSIGNMENT

- A. The unit member's supervisor may request an administrative reassignment when ~~he/she~~ they deems a reassignment would be in the best interest of the unit member or the District. The supervisor must meet with the unit member to discuss the proposed reassignment. The reasons for the reassignment shall not be arbitrary or capricious.
- B. Before any request for an administrative reassignment is acted upon, the unit member must be advised in writing (with copies provided to the Chief Human Resources Officer ~~Executive Director~~ or designee) that an administrative reassignment is being recommended and the reasons for the reassignment.
- C. Upon request from the unit member, within ten (10) workdays of the unit member's receipt of the written notice of a ~~proposed~~ reassignment, the unit member will be provided an opportunity to meet with the Chief Human Resources Officer ~~Executive Director~~ Human Resource Services Division ~~or their designee~~, and the supervisor to discuss the ~~proposed~~ reassignment.
- D. Efforts will be made to implement reassignments in a timely manner. However, approved reassignments will be implemented with consideration given to school/department site needs, unit member preferences and availability of appropriate vacancies.

(New) Section 4: HUMAN RESOURCES-INITIATED ADMINISTRATIVE REASSIGNMENT

- A. Human Resources may initiate an administrative reassignment due to movement of a student or a reduction of students at a site.

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- B. The unit member to be reassigned will be identified by classification, FTE, and classification seniority date. The unit member with the least classification seniority in their current job classification and equal FTE will be reassigned unless a more senior unit member in that classification at the same site volunteers for the reassignment. Normally a more senior unit member currently on an action plan or facing pending disciplinary action shall not be permitted to volunteer for reassignment without the approval of the ~~Executive Director~~ Chief Human Resources Officer, Human Resource Services Division or designee.
- C. In the event of a tie in classification seniority, the unit member with the least District seniority shall be reassigned. If a tie still exists, the unit member with the most recent initial hire date shall be reassigned. Lots will be drawn in the presence of an Association representative to break remaining ties.
- D. The site supervisor shall meet with the unit member to be reassigned, and the unit member will receive written notification of the reassignment from Human Resources prior to the start date of the reassignment.
- E. If a vacant promotional position exists at the unit member's current site, the unit member may apply and be selected by the hiring manager in lieu of reassignment.
- F. The unit member will receive no less than five (5) calendar days of notice prior to moving to the new school site.
- G. If the new site requires a change in the unit members work schedule (start and/or end time of workday), the process outlined in Article 8, Section 2 shall be adhered to.
- H. Approved reassignments will be implemented with consideration given to school/department site needs, unit member preferences and availability of appropriate vacancies.
- I. Unit members reassigned under this provision will be given a list of locations and their choice of existing vacant positions in their classification with equal FTE or if no such vacancy exists, unit members may exercise their rights under Article 18, Layoff and Reemployment. If neither of these options results in a job placement, unit members shall be provided an interview for the first vacant position within any classification for which the unit member meets the minimum job qualifications. The right to a job interview shall be limited to the first thirty (30) calendar days following the effective date of the elimination of the unit member's original position.

Section 4 5: PERFORMANCE EXPECTATIONS

At the time of hire or upon appointment to a new classification, each unit member shall be given a copy of ~~his/her~~ their official District job description and information about the District's Performance Evaluation Report form and job performance standards (defined as the factors on the

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Performance Evaluation Report form). Any changes in performance standards or expectations will be made known in writing to all affected unit members before implementation.

Section 5 6: RETURN TO FORMER CLASSIFICATION

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

Section 6: ~~ORDER OF REASSIGNMENT~~

- ~~A. Unit members who must be reassigned due to declining enrollment or reduction in staff shall be reassigned in order of least seniority within the job classification, unless a more senior volunteer unit member in that classification is available and volunteers for the reassignment. Unit members in the affected should be made aware of the opportunity to volunteer for the reassignment. Normally a more senior unit member shall not be permitted to volunteer for reassignment without the approval of the Executive Director Chief Human Resources Officer, Human Resource Services Division or designee, if the unit member is currently on an action plan or is facing pending disciplinary action. A unit member being reassigned shall not be required to participate in the competitive interview process.~~
- ~~B. Unit members reassigned under this provision will be given their choice of existing vacant positions in their classification with equal or greater number of hours or if no such vacancy exists, unit members may exercise their rights under Article 18, Layoff and Reemployment. If neither of these options results in a job placement, unit members shall be provided an interview for the first vacant position within any classification for which the unit member meets the minimum job qualifications. The right to a job interview shall be limited to the first thirty (30) calendar days following the effective date of the elimination of the unit member's original position.~~


(New Section 7 added from Article 8 Proposal)

Section 7: SITE SUPPORT


When requested by the unit member, the site administrator will meet with the unit member to address workspace concerns. Upon determination that further support is needed the administrator and unit member will develop a plan to ensure appropriate space and equipment has been provided. Examples of supports may include, but are not limited to, storage space, access to copiers as needed, electronic devices, and necessary assessment materials.


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FOR THE DISTRICT:

DocuSigned by:
 June 13, 2023
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Kristie Jones Date
Director, Labor Relations

FOR PARA:

DocuSigned by:
 June 4, 2023
E95F1E528AC64F9...
Issel Martinez Date
President, CSEA Chapter #759

DocuSigned by:
 June 5, 2023
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Melissa Lucio Date
Director, Human Resource

DocuSigned by:
 June 5, 2023
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Angela Schwab Date
CSEA Labor Relations Representative

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit (“PARA”)

May 11, 2023

**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.*

ARTICLE 12. LEAVE POLICIES

Section 1: SCOPE OF LEAVE POLICIES

The District will provide to eligible unit members the leaves set forth in this Article and any other leaves mandated by state law.

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 California Education Code and for the unit member’s medical, dental or vision appointments.
- B. Full-time unit members shall accrue eight (8) hours of sick leave for each month of employment in their assignment year. Part-time unit members shall accrue sick leave in the same proportion as their employment bears to full time. Unit members working on a single-track year-round calendar shall accrue the same amount of sick leave on an annual basis as unit members working on a traditional calendar.
- 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.
- D. Full-salary sick leave not used shall be accumulated from year-to-year without limit.

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- E. New unit members of the District accrue sick leave from the first (1st) 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.
- F. Unit members may apply for sick leave benefits in advance of accrual up to a maximum of the current fiscal 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:

Nine (9) month unit members	109 days
Ten (10) month unit members	110 days
Eleven (11) month unit members	111 days
Twelve (12) month unit members	112 days

Half-salary sick leave is to be used only after full-salary sick leave benefits have been exhausted. This Section 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 there from are, for all job-related purposes, temporary disabilities and shall be treated as such under the District's sick leave plan.
- J. A unit member shall notify ~~his/her~~ their supervisor or designee of any intended absence prior to the beginning of the shift unless conditions make notification impossible. One notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive workdays shall meet the requirements for notification for the entire period absent if so

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specified at the time of initial notice. The supervisor may require the unit member to explain and/or provide proof that notification was not possible.

- K. While absent on sick leave, unit members normally replaced by a substitute shall notify their supervisor or supervisor's designee of their absence at least one-half (½) hour prior to the beginning of the workday, unless conditions make notification impossible.
- L. Unit members shall notify their supervisor/designee of their intended return from absence as soon as known.

Section 3: SICK LEAVE INCENTIVE

- A. Those unit members having perfect attendance (not using their annual sick leave allotment of 9, 10, 11, or 12 sick leave days) 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 (PPI) day will be maintained by the site or department where the unit member works. The (PPI) day requires prior approval of the department head or principal.
- C. The personal, professional improvement day does not accrue from year-to-year and must be taken prior to June 30. If a unit member's request for the use of the (PPI) day is denied and the denial results in the loss of the (PPI) day, the unit member shall be paid for the day.
- D. Unit members using personal necessity leave for religious holiday observances (maximum of three [3] per fiscal year) will continue to be eligible for the sick leave incentive. Unit members using industrial accident leave (up to sixty [60] days) as approved by the workers compensation carrier shall be eligible for the attendance incentive as long as no other disqualifying absences are taken.

Section 4: SCHEDULED HOLIDAYS

- A. The following paid holidays will be observed:

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

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*A one (1) day floating holiday in lieu of Admission Day. Eligible unit members are those unit members who are in a paid status at any time during the month of September. This floating holiday is to be used at any time on or after Admissions Day with the prior approval of the principal or 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. Year-round school unit members may take their floating holiday beyond June 30 of the fiscal year, but prior to the end of the school year.

- B. Unit members in part-time positions shall be paid for holidays in proportion to the time their employment bears to a full-time position.
- C. Actual dates of observance for the duration of this Agreement for the holidays enumerated in this Section shall be established by the District in consultation with the Association.

Section 5: VACATION

A. Vacation Accrual

- 1. Unit members in full-time equivalent (FTE) positions shall earn paid vacation in accordance with the following schedule:

BASED ON FULL-TIME EQUIVALENT			APPROXIMATE DAYS PER YEAR		
YEARS OF DISTRICT SERVICE	MONTHS OF DISTRICT SERVICE	VACATION HOURS PER MONTH	12 MONTH	11 MONTH	10 MONTH
1-4	1-48	8	12	11	10
5-9	49-108	11.07	16.6	15.2	13.8
10-12	109-144	13.08	19.6	18.0	16.4
13+	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. Each unit member shall be responsible for monitoring ~~his/her~~ their own vacation balance to ensure that it does not exceed the maximum accumulation. A unit member may be required by ~~his/her~~ their supervisor to use vacation in order to avoid reaching the maximum accumulation.
- D. Unit members who have reached the maximum accumulation of vacation, or may exceed the maximum accrual allowed during the next pay period, will be provided with the opportunity to use earned vacation leave. If a unit member request is denied and the denial results in the loss of accumulated leave, the unit member shall be paid for the actual amount of accrued vacation time lost.

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This provision shall apply only to those unit members who have reached the maximum accumulation of vacation leave or to unit members who may exceed the maximum vacation accrual rate during the next pay period.

- E. Upon separation, a unit member shall be entitled to a lump sum payment for all accumulated but unused vacation hours. Unit members who terminate before serving six (6) months shall not be entitled to any accumulated vacation.
- F. Unit members shall schedule their vacation at the convenience of the District and with the approval of the unit member's supervisor, except that unit members may be required to take their vacation during winter and spring recess periods.
- G. A unit member, who while on vacation, has a death in the immediate family as defined in Article 12, Section 6, shall have the right to use bereavement leave and, if necessary, personal necessity leave be substituted for vacation during each day affected.
- H. A unit member who, while on vacation, has suffered a disability, injury or illness shall have the right to use sick leave credits to substitute for vacation during each day of such disability. A statement from a licensed physician fulfilling these requirements may be requested by the supervisor.
- I. Permanent ten (10) and eleven (11) month unit members in the second through sixth year of vacation entitlement will be permitted to accumulate a negative vacation hours balance. Full-time unit members can accumulate a maximum negative balance of forty (40) hours. Part-time unit members can accumulate a maximum negative balance equal to five (5) months of vacation accrual to a maximum of forty (40) hours. When negative vacation balances exceed forty (40) hours, or if a unit member separates with a negative balance, the payroll docking process occurs.
- J. Unit members on approved medical leave who have exhausted their full-salary sick leave may use accumulated vacation leave.

Section 6: IMMEDIATE FAMILY

Immediate family as used in this Article shall include the following relatives of the unit member or the unit member's spouse or domestic partner: spouse, domestic partner, ~~mother, father, parent (including step-parent, parent-in-law, and court-appointed legal guardians), grandmother, grandfather grandparent, grandchild, son, son-in-law, daughter, daughter-in-law (including child-in-law, and a child for whom the unit member is a court-appointed legal guardian), brother, brother-in-law, sister, sister-in-law sibling, sibling-in-law, aunt, uncle nibbling (i.e. the sibling of your parent), niece, nephew nibling (i.e. the child of your sibling), domestic partner~~, or any relative living in the unit member's household. ~~Mother and father include stepmother, stepfather and court-appointed legal guardians.~~

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Section 7: MATERNITY, PARTNER, AND ADOPTION LEAVE

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

Section 7 8: **PERSONAL NECESSITY LEAVE**

A total of ~~eight~~ ten (8 10) days of sick leave benefits per fiscal year may be used for cases of personal necessity as follows. At the unit member's request, this leave may, instead, be charged to vacation:

- A. Death in the Immediate Family. Personal necessity leave may be used after bereavement leave benefits are exhausted.
- B. Death of a Close Friend or Relative (Not Included in the Definition of Immediate Family). Unit members may use one (1) day per fiscal year to attend the funeral of a close friend or relative not included in the definition of immediate family.
- C. Accident. A unit member may be released from duty when an accident involving the unit member, ~~his/her~~ their immediate family, or property requires attention during scheduled work hours. The unit member may also be released from duty when ~~his/her~~ their home is in imminent danger such as fire or flood.
- D. Court Appearance. When a unit member appears in court as a litigant, not as a witness (court appearance as a witness, see Section 16 of this Article).

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- E. Family Illness. The supervisor may require verification by a physician if during duty hours a unit member needs to be present during a serious or critical illness of an immediate family member.
- F. Religious Holiday. A unit member will be granted up to three (3) religious holidays of ~~his/her~~ their faith per fiscal year, provided that notification is given to the supervisor at least five (5) workdays in advance of the religious holiday. The supervisor may require proof of observance.
- G. Birth or Adoption of a Child. A father, upon the birth of his child, and parents, upon the adoption of a child, may use personal necessity leave.
- H. Circumstances Beyond Unit Member's Control/Acts of Nature. A unit member may be precluded from reporting for duty as a result of unpredictable and verifiable acts of nature or any other unpredictable and verifiable circumstance beyond the unit member's control.
- I. Family School Partnership Leave. Participation in the unit member's children's school activities as described in Section 14 of this Article.
- J. Personal/Family Responsibility. Unit members may use up to three (3) days of Personal Necessity Leave in order to attend to a compelling personal/family responsibility which requires the presence of the unit member during the workday.

Section 8 9: LONG-TERM LEAVE

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

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3. Opportunity Leave. Unit members may be eligible for an opportunity leave for the purpose of improving job-related skills and knowledge benefiting the unit member and the District.
4. Service to Other Public Agencies. Unit members may serve another public agency in a capacity benefiting the District and the unit member which may include elected or full-time public service positions. (This provision applies to charter schools operated as or by a non-profit corporation)
5. Other Leaves. Unit members may be granted leave for other purposes that benefit the District.
6. Service to Professional Associations (Excluding Employee Associations). Unit members may be granted a leave for the purpose of serving a local, state, or national professional organization in an elected or staff capacity.

C. Leaves shall be granted for:

1. Parental Leave. A leave of absence without pay will be granted for the purpose of childbearing, adoption, and/or child rearing. The following types of parental leaves are available:
 - a. Pregnancy. A unit member who is pregnant will be entitled, upon request, to a long-term leave to begin at any time after the commencement of pregnancy. The unit member shall notify the Human Resource Services Division in writing of the desire to take such leave and, except in cases of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The notice shall include a physician's statement certifying the unit member's pregnancy.
 - b. Male-Parental Responsibility. A ~~male~~ unit member is entitled, upon request and verification of ~~his~~ their child's birth date, to a long-term parental leave to begin at any time between the birth of ~~his~~ their child and one (1) year thereafter.
 - c. Adoption. A unit member adopting a child will be entitled, upon request, to a long-term parental leave to commence at any time during the first year after receiving de facto custody of said child or prior to receiving custody, if necessary, in order to fulfill the requirements for adoption.
2. Home Responsibility Leave. An unpaid leave of absence may be granted when there is a demonstrable need for the service of a unit member in caring for a member of ~~his/her~~ their immediate family as defined in Section 6 of this Article.
3. Opportunity to Substitute. A unit member on parental leave or home responsibility leave of absence may be employed as a day-to-day substitute.

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4. Health Leave. Upon exhaustion of all paid leaves, a health leave without pay will be granted to a permanent unit member upon submission of a physician's statement of the unit member's incapacity. Return to duty is dependent upon a physician's written approval to resume normal duties as reviewed by the District's physician in consultation with the unit member's physician.
5. Family Care 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 is an adult dependent child.
 - (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.
 - (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.
 - b. With the exception of Family Care Leave taken for the purposes of parental leave as set forth in section (e) below, Family Care Leave shall be granted without pay and, subject to the restrictions set forth in this section, to a unit member who has served the District for at least one (1) continuous year and has provided at least one-thousand two-hundred 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;
 - (3) Foster care placement of a child with the unit member;

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- (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.
- 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 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 12 workweeks of parental leave.
 - (4) This leave is available to both full-time and part-time unit members who have completed 12 months of employment with the District. There is no requirement that the employee work 1,250 hours in the previous 12 months.
 - (5) The paid leave runs concurrently with unpaid parental leave under the CFRA and the federal Family and medical Leave Act (FMLA) for a total of 12 workweeks during any 12 month period
 - (6) This parental leave is available to both parents and/or registered domestic partner. However, if both parents and/or registered domestic partner are District employees, they have a combined 12 work week period and must decide how to share the 12 weeks of parental leave. These unit members will continue to be eligible to take the remainder of their individual twelve

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(12) week 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. 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.

g. Family Care Leave (Military Families)

Unit members who are a spouse, child, or parent of the military service person for whom the leave is being requested shall be granted an unpaid Family Care Leave for:

(1) Twenty six (26) weeks to care for that service person if they are seriously injured or ill. The injury must have been incurred while the service person was on active duty, and the injury or illness must be such that the service member is unable to perform ~~his/her~~ their military duties.

(2) Twelve (12) weeks to deal with situations that arise with that service member's current tour of active duty or because the service member is notified of an impending call to duty.

(3) Ten (10) days will be granted to eligible unit members, who work an average of twenty (20) hours per week, and whose military spouse is on Leave from active deployment from a war zone or called to active service in time of war or national emergency. Request for this leave should be submitted at least two (2) business days prior to the start of the leave.

h. 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.

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- (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~~ the District ~~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.
- i. 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.
 - j. 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

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employment. The District, however, shall not be required to reinstate unit member's 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.

- k. Concurrency with Sick Leave and Vacation. All Family Care Leave is unpaid. The exceptions are that:
 - (1) A unit member may elect or the District may require the unit member to utilize accrued vacation and/or compensatory time hours 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, or the District may require the unit member to utilize accrued sick leave hours for Family Care Leave in lieu of unpaid status.
 - l. Seniority Rights. Unit members shall continue to accrue seniority while on leave.
 - m. 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 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.
- D. The unit member will retain any prior sick leave accumulated, but will not accumulate additional sick leave rights during the unpaid leave of absence.

Section 9 10: REINSTATEMENT UPON RETURN FROM LONG-TERM LEAVE OF ABSENCE WITHOUT PAY

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- A. Health and Pregnancy Leaves. A unit member returning from a long-term health or pregnancy leave of absence without pay of twelve (12) weeks or less shall be returned to ~~his/her~~ their former position. A unit member returning from a long-term health or pregnancy leave of absence without pay in excess of twelve (12) weeks shall be:

1. Returned to the position formerly held, if vacant;
2. Returned to a vacant position of equal classification level and of similar requirements of ability and skills; or
3. May request voluntary acceptance of a vacant position in an equal or lower salary grade, providing the unit member meets the minimum qualifications for the position.

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.

- B. Parental Leaves (Male Parental Responsibility and Adoption) and Home Responsibility Leave.

A unit member returning from a long-term parental or home responsibility leave of absence without pay of twelve (12) weeks or less shall be returned to ~~his/her~~ their former position. A unit member returning from a long-term parental or home responsibility leave of absence without pay in excess of twelve (12) weeks shall be:

1. Returned to the position formerly held, if vacant
2. Returned to a vacant position of equal classification level and of similar requirements of ability and skills; or
3. May request voluntary acceptance of a vacant position in an equal or lower salary grade, providing the unit member meets the minimum qualifications for the position.

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. 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, when vacancies occur in ~~his/her~~ their job-class, the unit member shall be considered with the eligibles on the list.

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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.

- D. Travel, Opportunity, Service to Other Public Agencies, Service to Professional Associations (Excluding Employee Associations) and Other Leaves. Upon expiration of the authorized leave, the unit member shall be placed on 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 eligibles 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 this one (1) year, the unit member shall be terminated.

Section ~~10~~ 11: 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 in any workday without loss of pay for medical/dental appointments and occasional personal matters that cannot be handled outside the employee's regular work hours, subject to approval of the supervisor. 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. Two-Day Absence (Paid)~~

- ~~1. Unit members may use up to two (2) days per fiscal year of accumulated sick leave for personal business. These days may be used at the unit member's discretion. Normally, forty-eight (48) hours advance notice shall be required and such leave may not be used the day prior to or after a holiday or school recess period. Such leave shall not be used to participate in any concerted activities.~~
- ~~2. Use of personal business absence will adversely affect the unit member's eligibility for the sick leave incentive.~~

B. One-Month Absence (Unpaid)

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

Section ~~11~~ 12: 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 ~~12~~ 13: 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 spouse).

Section 13: MILITARY LEAVE

- 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. Unit members assigned less than a twelve (12) month work year should request military duty training orders for periods other than their assigned work year or provide satisfactory documentation that this requirement could not be satisfied.
- C. Return from Long-Term Military Leave. The unit member, upon release from active duty, shall have the right to return to ~~his/her~~ their position after release from active military duty 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,

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the unit member shall not be entitled to salary for the period ~~he/she was~~ they were on leave except as noted in Section 13A.

Section ~~14~~ 15: 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:

- 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 ~~15~~ 16: JURY DUTY

The District agrees to grant to unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours.

- A. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the Court.
- B. The District shall require verification of jury duty time prior to or subsequent to providing compensation for time spent on jury duty.
- C. Unit members are required to return to work during any day or portion thereof in which jury duty services are not required as specified below.
 - 1. A unit member called for jury service or examination on a regularly scheduled workday shall be excused from work that day if the actual time of jury service or examination equals or exceeds three-fourths (3/4) of the hours in the unit member's normal shift.
 - 2. If excused from jury service or examination before serving three-fourths (3/4) of the hours in the unit member's normal shift, the unit member shall be required to return to work for that number of hours which when added to the time of jury service or examination equals the unit member's normal shift for that day.

Section ~~16~~ 17: COURT APPEARANCE

- A. Unit members who are required to appear as a witness in court other than as a litigant (court appearances as a litigant, see Section 7D of this Article), or to respond to an official order

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from another governmental jurisdiction, for reasons not brought about through the connivance or misconduct of the unit member, may request leave without loss of salary. Proof of appearance in court shall be required. Unit members are required to return to work during any day or portion thereof which court appearance is not required as specified below.

- B. A unit member called for court appearance on a regularly scheduled workday shall be excused from work that day if the actual time of court appearance equals or exceeds three-fourths (3/4) of the hours in the unit member's normal shift. If excused from court appearance before serving three-fourths (3/4) of the hours in the unit member's normal shift, the unit member shall be required to return to work for that number of hours which when added to the time of court appearance equals the unit member's normal shift for that day.

Section 17 18: ASSOCIATION CONFIRMATION

The District agrees to provide the Association with copies of all long-term leave of absence recommendation letters submitted for Board of Education approval.

Section 18 19: HEALTH, DENTAL, VISION AND LIFE INSURANCE FOR UNIT MEMBERS ON UNPAID LEAVES

A unit member on an unpaid leave of absence may elect to continue the District' sponsored health, dental, vision and/or life insurance plan in which ~~he/she was~~ they were enrolled immediately prior to going on a leave. Unit member's electing such coverage shall deposit with the District the required premiums for the elected coverage in advance.

Section 19 20: CLASSIFIED CATASTROPHIC LEAVE BANK [Effective November 14, 2007]

- A. The purpose of the Classified Catastrophic Leave Bank is to create a bank of donated sick and vacation leave days which may be used by unit members suffering from a catastrophic illness or injury.
- B. Catastrophic illness or injury is defined to mean a severe, incapacitating illness or injury which is expected to continue for an extended period of time which prevents the unit member from reporting for duty. Unit members who may not perform their regular duties, but who are able to perform alternate or modified work are not eligible for catastrophic leave unless the District is unable to provide such alternative or modified work.
- C. Membership in the Catastrophic Leave Bank
1. The unit member who wishes to participate in the Catastrophic Leave Bank must donate one (1) full salary sick leave day or one full salary vacation day to the ~~h~~Bank annually, in order to be a member of the Bank for the calendar year in which the donation is made. However, nothing herein shall preclude a unit member from making greater than a one (1) day donation annually.

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The proposed changes to Section 20.C.2 below are contingent on reaching agreement of identical language with CSEA Chapters 788, 759, and 724.

2. ~~Donations shall be solicited annually during the month of January, for membership during that calendar year (January through December). However, nothing herein shall preclude any eligible unit member from donating to the Bank at any time. If a unit member elects to donate to the Bank at a time other than the annual open enrollment period of January, the unit member will be a member of the Bank for one year from the date in which the donation was received.~~ Three Year Cycle: Following the Initial Donation Period and first donation cycle, additional donations shall be made on a three (3) year cycle (e.g. January 1, 2022, January 1, 2025, 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. In order to be a member of the Bank, the unit member must be a permanent employee of the District. Probationary employees are not eligible for membership.
 4. It is the unit member's responsibility to make an annual donation to the ~~b~~**B**ank in order to maintain membership.
 5. 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.
 6. The unit member acknowledges that the donation is irrevocable.
 7. 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.
 8. Donations to the Catastrophic Leave Bank will not adversely affect a unit member's eligibility for the sick leave incentive provided under 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, except half-salary sick leave.
 2. The unit member must have donated at least one (1) full salary sick leave or one (1) full vacation day to the Bank annually and must initially be a member of the Bank for at least one-hundred and twenty (120) days prior to being approved to withdraw days from the Bank. The one-hundred and twenty (120)-day waiting period may be waived if unanimously approved by the Presidents of each participating bargaining unit.

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3. The unit member must submit a written application to withdraw days from the Bank to the ~~Chief Human Resources Officer or designee~~, Human Resource Services Division, using the appropriate District form and shall state the nature of the catastrophic illness or injury and the estimated number of days requested. The form shall be accompanied by written verification of the catastrophic illness or injury prepared and signed by a licensed physician of the State of California. The ~~Chief Human Resources Officer or designee~~, Human Resource Services Division, shall determine that the provisions of this Section have been adhered to and shall grant or deny the application.
4. The Parties encourage unit members who may be eligible for disability payments under the Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to apply for benefits at their earliest opportunity. Upon approval of PERS or STRS disability payments, the unit member's eligibility for withdrawal of days from the Catastrophic Leave Bank shall cease.


E. General Provisions.

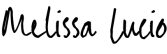
1. Withdrawal of Days from the Catastrophic Leave Bank
 - a. Applicants may request up to twenty (20) full salary, donated leave days from the Catastrophic Leave Bank which may be used prior to exhausting their half-salary sick leave benefits. An additional twenty (20) days may be requested only after the unit member has exhausted all half-salary sick leave benefits, for a maximum of forty (40) days to be used per catastrophic illness or injury.
 - b. Applications will be accepted and processed on a first-come, first-served basis.
 - c. Unit members may receive only one credit of forty (40) days in any one (1) year period. Any unit member who has accessed forty (40) days in any one (1) year period shall not be approved for additional withdrawals from the Bank in a subsequent year until all other pending applications have been processed.
2. Days granted but not used will be returned to the Bank. Unit members will be compensated at their daily rate of pay for each Catastrophic Leave Bank day used.
3. Unit members receiving any compensation under Worker's Compensation provisions shall not be eligible to withdraw days from the Catastrophic Leave Bank until exhausting all such benefits.
4. A unit member whose application for paid catastrophic 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.

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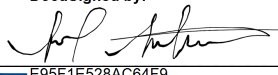
5. Days from the ~~leave b~~**B**ank shall be authorized on a first-come first-served basis. In the event the Bank is depleted, no further applications to use paid catastrophic sick leave will be granted.
- F. Either Party may request a review of the program annually, in October, and the Parties may 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 for the upcoming year, current members of the Bank will not be required to make an annual donation in order to maintain membership for that calendar year.
- G. The provisions of Sections 19.D.3. and 19.E.4. which relate to the application process and the approval of applications for the use of days from the ~~leave b~~**B**ank shall not be subject to the grievance procedures contained in Article 15 of this Agreement.

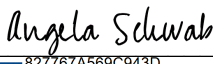
FOR THE DISTRICT:

DocuSigned by:

 June 1, 2023
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 Kristie Jones Date
 Director, Labor Relations

DocuSigned by:

 May 26, 2023
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 Melissa Lucio Date
 Director, Human Resources

FOR PARA:

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 May 26, 2023
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 Issel Martinez Date
 President, CSEA Chapter #759

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 May 30, 2023
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 Angela Schwab Date
 CSEA Labor Relations Representative

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit ("PARA")

February 24, 2023

ARTICLE 13. PERFORMANCE EVALUATION PROCEDURE

Section 1: PURPOSE OF EVALUATION

- A. The District and the Association agree that a Performance Evaluation Report is the careful, systematic appraisal of a unit member's work performance. Performance Evaluation Reports provide a basis for unit member's counseling and assistance for the purpose of promoting greater work efficiency along with high levels of employee morale. The evaluation process is a method of measuring a unit member's performance against the standards of the position (defined as the factors on the Performance Evaluation Report Form).
- B. Performance Evaluation Reports may be used to provide a record of either a deterioration or an improvement in unit member performance or for recording formal commendations for outstanding performance.
- C. The District ~~evaluation shall establish and maintain a continuing program of the unit member's performance evaluation.~~ The program shall include provisions for preparation of written evaluations and a means of making the results of such evaluations known to the unit members.

Section 2: SCHEDULED PERFORMANCE EVALUATIONS

- A. At the time of hire or upon appointment to a new classification, each unit member shall be given a copy of ~~his/her~~ their official District job description and information about the District's performance evaluation report form, procedure and job performance standards.
- B. Performance Evaluation Reports for Probationary and Permanent/Probationary unit members shall be completed ~~any time prior to the end of the sixth (6th) month and at least one (1) month~~ prior to completion of the probationary period.

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- C. "Permanent" unit member's Performance Evaluation Reports shall be completed every two (2) years from date of the unit member's previous evaluation. Unit members shall be given at least two (2) work days' notice by the supervisor prior to a scheduled Performance Evaluation meeting.
- D. ~~Permanent, Probationary and Permanent/Probationary are defined in Article 5 of this Agreement.~~
- E. The supervisor will prepare the Performance Evaluation Report for discussion with the unit member. During this conference, the unit member and supervisor will review the evaluation which may result in its modification.

Section 3: COUNSELING

Purpose: To notify and provide support to a unit member as a result of any unacceptable or deteriorating performance that may, if not corrected, negatively affect their performance evaluation or lead to a special evaluation.

- A. Supervisors shall notify ~~and counsel~~ unit members in a timely manner of any unacceptable or deteriorating performance. ~~that may, if not corrected, affect their performance evaluation or lead to a special evaluation.~~
- B. Upon notification and ~~Pprior to any evaluation (including nonscheduled evaluations), each the unit member shall be given information about the District's performance evaluation form and program and the supervisor's standards (goals, objectives and expectations). Within these standards, the supervisor should consider including, if appropriate, suggestions for improvement, known District or community resources, or District training(s) that may assist the unit member in improving performance.~~
- C. Should the unit member's performance fall short of these standards, the supervisor shall conduct subsequent counseling and assistance to ~~ensure~~ that the unit member has at least forty-five (405) calendar days to improve ~~his/her~~ their performance prior to the date of an evaluation. This timeframe may be extended by mutual agreement between the supervisor and unit member. Any changes in performance standards will be made known to all affected unit members before implementation.
- D. The unit member's supervisor, as defined in Article 5 of this Agreement, has the authority and responsibility for the unit member's performance evaluation.

Section 4: SPECIAL PERFORMANCE EVALUATION

- A. A special Performance Evaluation Report for a permanent Unit Member may be prepared at any time by the unit member's supervisor. Such evaluation reports may be used to provide a record of either a deterioration or an improvement in unit member performance or for recording formal commendations for outstanding performance.

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- B. The supervisor will give the unit member at least two (2) work days' notice of a scheduled special performance evaluation meeting.
- C. If a special performance evaluation indicates that the unit member's performance is not meeting standards, the evaluation report shall include supporting documentation and a written action plan that specifies improvements needed with reasonable and mutually agreed to timelines for improvement. The supervisor shall conduct subsequent counseling and provide assistance to improve the unit member's performance.
- D. At least one (1) follow-up evaluation shall be administered pursuant to the timelines established in the action plan to assess whether or not the unit member's performance has improved.

Section 5: MISCELLANEOUS PROVISIONS


- A. Signing of the Performance Evaluation Report may not necessarily mean the unit member is in agreement with the evaluation report but shall signify that the unit member has reviewed the evaluation report and has received a copy of it. All Performance Evaluation Reports will be forwarded to the unit member's permanent personnel file.
- B. Less-than-effective Performance Evaluation Reports shall be based upon information which is supported by documentation.
- C. Performance Evaluation Reports will not impact a unit member's right to request a transfer.
- D. Any changes in performance standards (defined as the factors on the Performance Evaluation Report form) will be made known in writing to affected unit members before implementation.


Section 6: EVALUATION APPEALS

Performance evaluation reports express the judgment and opinions of supervisory authority, and as such are grievable only to the extent that the evaluation procedure was not followed. Within thirty (30) calendar days from the completion of the Performance Evaluation Report, a unit member who believes that ~~he/she has~~ they have been unfairly or improperly evaluated shall have the right to submit to the supervisor a written signed rebuttal to the evaluation report which shall be attached to the Performance Evaluation Report and included in the unit member's personnel file. In addition, any unit member who has reason to question any aspect of ~~his/her~~ their Performance Evaluation Report has a right to review it with the unit member's supervisor's supervisor.

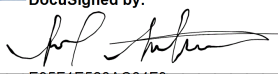
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FOR THE DISTRICT:

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 June 1, 2023
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Kristie Jones Date
Director, Labor Relations

DocuSigned by:
 May 26, 2023
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Melissa Lucio Date
Director, Human Resources

FOR PARA:

DocuSigned by:
 May 26, 2023
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Issel Martinez Date
President, CSEA Chapter #759

DocuSigned by:
 May 30, 2023
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Angela Schwab Date
CSEA Labor Relations Representative

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Tentative Agreement
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San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit (“PARA”)
May 11, 2023

ARTICLE 18. LAYOFF AND REEMPLOYMENT

Section 1: DEFINITIONS

- A. Classification means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of duties required to be performed by the employees in each such position, and regular monthly salary ranges for each such position (Education Code Section 45101).
- B. Classification Seniority. Total length of monthly service within current classification plus service in equal or higher classifications.
- C. District Seniority. Total length of uninterrupted monthly service with the District, except as provided for under Article 12, Leave Policies.
- D. Initial Hire Date. The date a unit member first served as a monthly or hourly employee.
- E. Substitute. ~~An hourly employee person~~ who is excluded from the classified service pursuant to Section 45103 of the California Education Code.

Section 2: RECOMMENDATION TO LAYOFF

~~A school or department site~~ The District may recommend the reduction or elimination of classified positions based solely on lack of work, lack of funds, and/or the expiration of a specially funded program. ~~When two or more positions of equal hours and same classification are at the same site, the least senior unit member's position shall be eliminated or reduced, unless a volunteer in that classification is available.~~

Section 3: DECISION TO LAYOFF OR REDUCE HOURS

Whenever it becomes necessary to reduce hours or layoff unit members for lack of work or lack of funds, the procedure shall be as delineated in this Article. Regardless of any other term in this

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Article, when positions must be eliminated as a result of the expiration of a specially funded program, the procedure shall be as delineated in Education Code section 45117(g).

- A. The decision to layoff is solely that of the Board of Education and shall be subject to the impacts and effects bargaining, ~~under Section 4.B of this Article.~~ A unit member may be laid off ~~from his/her position~~ only as a result of formal action by the Board of Education.
- B. The decision to reduce hours shall be that of the Board of Education, subject to any required bargaining.

Section 4: IMPACTS AND EFFECTS

- A. Layoff. The District and the Association agree that the provisions of this Article shall constitute the full and complete agreement of the Parties on the impacts and effects of layoff of any unit member in the Paraeducator Bargaining Unit throughout the term of this Agreement and shall not be subject to further negotiations without the mutual agreement of both Parties.
- B. Reduction in Hours. The District agrees to negotiate with the Association over the decision and impacts and effects of a reduction in hours for unit members in the Paraeducator Bargaining Unit.
- C. Reduction in Hours of Noon Duty Assistant. The District agrees to negotiate with the Association over the impacts and effects of a reduction in hours only for unit members in the Noon Duty Assistant classification.

Section 5: NOTIFICATION OF LAYOFFS AND REDUCTIONS IN HOURS PROCESS

The Parties acknowledge that the District has not laid off classified employees since implementation of the new laws. For that reason, the parties will debrief after completion of the first layoff process. Once the District has completed one layoff cycle and upon mutual agreement, the District and Association shall meet to bargain any additional language to be incorporated into the collective bargaining agreement during the following successor bargaining.

The Parties further acknowledge that there is a fundamental disagreement concerning the applicability of Ed Code 45117 and related sections to involuntary reduction in hours. For that reason, the Parties agree that revisions to Section 5.A of this Agreement in no way confirms acceptance of the other Parties' position on the interpretation of Ed Code requirements on this matter. Disputes between the Parties on this matter shall not be grievable and will be resolved through appropriate legal proceedings.

- A. Affected unit members shall be given written notice of a recommended layoff due to lack of funds and/or lack of work pursuant to applicable law. ~~not less than sixty (60) calendar days prior to the effective date of layoff or reduction in hours~~ Nothing herein provided shall

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~~preclude a layoff or reduction in hours without the notice required in this paragraph, if otherwise as for lack of funds in the event of an actual and existing financial inability to pay salaries of unit members, nor layoff or reduction in hours resulting from causes not foreseeable or preventable by the Board, without the notice required in this paragraph.~~

- B. The Association shall be given reasonable ~~a minimum of seven (7) workdays advance~~ written notice of the names of unit members laid off or reassigned under the provisions of this Article, as well as their classification, work location, and seniority dates, prior to the Board of Education taking action on any resolution to reduce or eliminate positions in the ~~Paraeducator~~ PARA B bargaining Unit.
- C. No later than seven (7) calendar days after the request for hearing deadline has passed, the District shall provide the Association with a list of unit members requesting a hearing and the date of hearing.

Section 6: ORDER OF LAYOFF OR REDUCTION IN HOURS

- A. Unit members shall be laid off or reduced in hours, by classification, according to their status in the following order: ~~(1) substitute; (21) probationary; and (32) permanent. In the case of permanent and probationary unit members, c~~ Classification seniority will be the determining factor.
- B. In the event of a tie in classification seniority, the unit member with least District seniority shall be laid off. If a tie still exists, the unit member with the most recent initial hire date shall be laid off. Lots will be drawn in the presence of an Association representative to break remaining ties.
- C. Whenever a unit member is laid off or reduced in hours, the order of layoff or reduction in hours shall be determined by length of service in the classification, plus service in equal and higher salary grades. The unit member with the least amount of classification seniority plus service in equal and higher salary grades shall be laid off or reduced in hours first. Service in substitute status shall not count toward seniority in the classification. Service in temporary out-of-classification assignments shall not count toward seniority in the classification to which the unit member was temporarily assigned.

Section 7: DISPLACEMENT RIGHTS ~~(EXCLUDING NOON DUTY ASSISTANT)~~

- A. A unit member in a position which has been eliminated or reduced shall be provided displacement rights in the following order:
1. The unit member shall be bumped into a vacant position or shall bump the least senior unit member in the same classification, whichever opportunity provides the highest number of hours per day and months per work year.

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2. When the vacancy and the least senior unit member's hours and work year are equal, the displaced unit member shall be bumped to the vacancy.

B. If there is no vacancy or least senior unit member in the same classification, a unit member may displace the least senior unit member in the next lower classification in which ~~he/she~~ the displaced unit member has served in accordance with the same order of displacement specified in Section 7.A. above. A unit member demoting in lieu of layoff to a former classification will have displacement rights to ~~his/her~~ their previous hours per day and months per work year in the lower classification.

C. Differential Other Displacement Rights

1. Bilingual Differential

- a. When positions designated to receive a bilingual differential are eliminated or reduced, the incumbent unit member shall have the right to displace the least senior unit member in ~~his/her~~ their classification who also receives the bilingual differential for speaking the same language(s).
- b. If there is no least senior unit member in the same classification who is also required to be bilingual, the unit member may displace the least senior unit member in the same classification who has no language requirement, in accordance with the same displacement rights as specified in Sections 7.A. and 7.B.

2. Other Differentials

Unit members whose positions have been eliminated or reduced shall have the right to displace the least senior unit members in their same classification regardless of whether the least senior unit member is receiving one or more of the differentials listed in Article 7 (Wages), Section 7, with the exception of the Bilingual Differential.

Section 8: ~~DISPLACEMENT RIGHTS (NOON DUTY ASSISTANT)~~

~~A. A unit member in a Noon Duty Assistant position which has been eliminated or reduced shall be provided displacement rights in the following order:~~

- ~~1. The unit member shall bump into a vacant Noon Duty Assistant position at the current school site or shall be given the opportunity to accept a reduction in hours to remain in a reduced position at the current school site. The uUnit members choosing to accept a reduction in hours to remain at their current site shall bump the~~

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~~least senior unit member at the current school site in the Noon Duty Assistant classification.~~

- ~~2. If the unit member is unable to bump into a vacant position at the school site or chooses not to accept a decrease reduction in hours to stay at their current site, the unit member must shall select from a vacant Noon Duty Assistant position(s) at another school site in the district in classification seniority order. Unit members shall have no more than five (5) business days to select a vacant position at another site.~~

Section 8 9: REEMPLOYMENT RIGHTS

- A. Unit members who are laid off or reduced in hours shall be placed on the reemployment list in reverse in order of their classification seniority. Unit members on this reemployment list shall be recalled prior to the creation of an applicant pool for the classification.
- B. A unit member who is laid off shall remain on the reemployment list for a period of thirty-nine (39) months from the effective date of layoff. Reemployment rights for laid off employees shall be in accordance with the law.
- C. A unit member who accepts a reassignment involving loss of salary in lieu of layoff shall remain on the reemployment list for an additional twenty-four (24) months.
- D. Layoff shall not be regarded as a break in service for purposes of determining vacation accrual and salary placement upon reemployment.
- E. Substitute employees have no reemployment rights.
- F. A unit member who elects to retire in lieu of layoff, accepts a voluntary demotion, or accepts a reduction in time shall be placed on the reemployment list. ~~in accordance with Section 8 of this Article.~~

Section 9 10: NOTIFICATION OF REEMPLOYMENT

- A. Unless the Parties agree otherwise a unit member who is laid off and becomes eligible for reemployment shall be notified by certified mail addressed to the last known address on file with the Human Resource Services Division. Unit members are responsible for providing updated contact information (addresses, phone numbers, and email if available) to ensure proper notification.
- B. Unless the Parties agree otherwise a laid off unit member shall have ~~three~~ five (3-5) workdays from receipt of notice by certified mail to respond to the offer of reemployment.

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- C. Upon acceptance of reemployment, the unit member shall have three (3) workdays to report for work unless the District agrees to an extension of the reporting date. Such extension shall be solely at the discretion of the District.
- D. Should the notice of reemployment be undeliverable or the noticed unit member not accept the offer of reemployment, the unit member's name shall be removed from the reemployment list, and ~~he/she~~ they shall be deemed to have resigned from the District.
- E. A unit member who is reduced in hours or demoted in lieu of layoff to a former classification shall have the right to refuse offers of reemployment at the original classification or greater hours, up to a maximum of three (3) offers, at which time the unit member shall be deemed to have exhausted ~~his/her~~ their reemployment rights. Unit members who are reduced in hours and become eligible for reemployment shall be notified by telephone by the Human Resource Services Division and shall have ~~five~~ three (3) workdays from receipt of the notice to respond to the offer of reemployment. If there are no other names remaining on the reemployment list, the right of a unit member to refuse up to three (3) offers of reemployment at the original or greater hours, will be canceled and an offer of reemployment will be extended to the unit member.
- F. In the event the District cannot meet its legal obligations for providing services to students as a result of implementing Section 9 of this Article, the Parties shall immediately enter into negotiations as required in Article 26-Effect of Agreement, Section 2 Savings Clause.

Section 10 ~~11~~: ERROR IN LAYOFF OR REDUCTION IN HOURS

- A. When it is determined that a unit member has been laid off or reduced in work hours in error, the unit member will be notified in writing and will be reinstated without loss of compensation.
- B. The unit member shall be credited with any sick leave, vacation leave, and holiday leave which would have been earned but for the error in layoff or reduction in work hours.
- C. If the unit member is otherwise eligible for medical, dental, vision or life insurance, ~~he/she~~ they will be enrolled prospectively and will be reimbursed for any out-of-pocket premium incorrectly collected by the District during the period of the error in layoff. If the unit member did not retain coverage which ~~he/she~~ they should have been provided during the period of error in layoff/reduction, the unit member may file a claim with the District for reimbursement of health and welfare expenses incurred during that time. Reimbursements shall be consistent with the unit member's established benefit plan(s). Such claims must be submitted with copies of bills provided.
- D. Based upon the unit member's corrected compensation, the District will deduct Association dues retroactively owed to the Association from the unit member's first regular monthly pay warrant following reinstatement.

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Section 11 ~~12~~:SUSPENDED REEMPLOYMENT

- A. Prior to being reemployed under the provisions of this Agreement, a laid off unit member may suspend ~~his/her~~ their reemployment rights due to employment elsewhere for up to twelve (12) months from date of suspension.
- B. During the period of suspended reemployment, the District will bypass the unit member's name, provided there are other names on the reemployment list. If there are no other names remaining on the list, the suspended reemployment will be canceled and an offer of reemployment will be extended to the unit member pursuant to Section 9 of this Article.
- C. Those unit members who suspend their reemployment due to employment elsewhere may reactivate their reemployment status at any time by delivering written notice to the Human Resource Services Division at least two (2) weeks prior to the desired reactivation date, providing it is within twelve (12) months of their original request for suspended reemployment.
- D. In no event shall the provisions of this Section 12 be construed to provide unit members with a longer period of reemployment rights than those provided in Section 9.A. of this Article.

Section 12 ~~13~~:PROHIBITION AGAINST TRANSFER OF BARGAINING UNIT WORK

If a bargaining unit position is reduced or eliminated and the work must continue to be performed, or the work is reinstated, it shall be assigned only to workers in the bargaining unit. In no event shall this work be performed by volunteers, so-called hourly workers, or workers in other bargaining units, nor shall any unit member be offered hourly employment in order to avoid being laid off, reduced in hours or displaced.

Section 13 ~~14~~:PROHIBITION AGAINST WAIVER OF BENEFITS

The District shall not encourage or require any unit member to waive health and welfare benefits in order to avoid a layoff or reduction in hours.

Section 14 ~~15~~:MISCELLANEOUS PROVISIONS

- A. When two or more positions of equal hours and same classification are at the same site, the least senior unit member's position shall be eliminated or reduced, unless a volunteer in that classification is available.
- B. Reemployment List: Upon request, the District shall provide the Association with a copy of the reemployment list and access to information concerning the status of unit members with reemployment rights.


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C. Demotion in Lieu of Layoff. A unit member who is demoted in lieu of layoff has the same reemployment rights in the unit member's higher classification as a unit member who is laid off or reduced in hours from the same classification.

D. Other.


1. Unit members who are laid off may apply for substitute work in any classification for which they meet the qualifications.
2. ~~Unit members on layoff desiring substitute work shall be given the right of first refusal for substitute work for which they meet the stated qualifications.~~
3. Unit members on reemployment lists shall be eligible to apply for promotional examinations for which they can qualify.
4. No substitute employees shall be employed in classifications in which unit members are currently laid off until exhaustion of the reemployment list for that classification.
5. A laid-off unit member who is reemployed within thirty-nine (39) months after ~~his/her their~~ last day of paid service shall have restored to ~~him/her them~~ all of the rights and benefits (including previously accumulated sick leave) pertaining to unit members in the class to which ~~he/she they~~ are reemployed.
6. Unit members laid off or displaced from their regularly assigned position who attain a passing grade on open examinations for employment shall be provided a five (5) point credit toward the maximum rating prescribed for such examinations in addition to all other credits. Such credit will be granted only during a thirty-nine (39) month period following the unit member's layoff or displacement date and shall be discontinued upon the unit member's reinstatement to former classification.

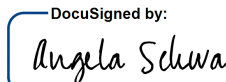
FOR THE DISTRICT:

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 June 1, 2023
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 Kristie Jones Date
 Director, Labor Relations

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Tentative Agreement
Between
San Diego Unified School District (District)
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducator Bargaining Unit (“PARA”)
May 11, 2023

ARTICLE 22. PROFESSIONAL DEVELOPMENT AND TRAINING

Section 1: PROFESSIONAL DEVELOPMENT EXPENSE FUND

- A. The Professional Development Expense Fund is set aside to encourage unit members to continue their professional development, to promote learning activities which will assist unit members in acquiring the knowledge and skills necessary to improve job performance, and to promote the opportunity for unit members to reach the maximum level of their professional potential.
- B. The District will contribute \$5,000 to the fund annually. These funds will be carried over if not expended during the fiscal year.
- C. Unit members who participate in professional development activities related to job-connected skills or potential careers with the District may qualify to have the cost of the activity fees covered by available funds. This shall be for the actual cost of the activity or the cost of a substitute to accommodate attendance at such activity. Excluded from these costs is the cost of travel, accommodations, mileage, pay outside the unit member’s normal workday, or any type of per-diem.
- D. Unit members wishing to participate in activities that will occur during a unit member’s normal work hours must have prior approval from the unit member’s supervisor to be absent. The decision to release a unit member during regular work hours to attend a professional development activity is that of the unit member’s immediate supervisor. Substitute costs for unit members attending professional development activities shall be covered by this fund.
- E. Requests of unit members to have the cost of in-service, workshops, and professional development activities paid for by this fund shall be made directly to the Executive Board of the Association. The process for submission of requests shall be established by the Association. Once approved, a written request from the Association indicating the type of activity, the activity’s sponsor, date(s) and place of activity, participating unit member’s name, employee identification number, work location, work hours, immediate supervisor,

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the total cost of eligible expenses incurred, and need for a substitute, shall be submitted to the chief human resources officer of the Human Resource Services Division or designee.

- F. This request shall be in sufficient time to make notification for an appropriate substitute. Unit member may be required to fill out appropriate paperwork and leave requests to bring about payment for fees or a substitute from the fund.
- G. Activities that have an overall purpose of conducting or carrying out the business of the Association are not eligible for use of this fund.
- H. Expenditures shall not exceed the total funds available. The District will notify the Association if the availability of funds is insufficient to meet the requests submitted by the Association.

Section 2: “SECURITY GUARD TRAINING”

Section 38001.5 of the California Education Code requires that “security guards” working more than twenty (20) hours per week in K-12 school districts complete a course of training developed by the Bureau of Investigative Services (BSIS) as a condition of employment. Security guard means any person primarily employed or assigned to provide security services as a watchperson, security guard, or patrolperson on or about premises owned or operated by a school district to protect persons or property, to prevent the theft or unlawful taking of district property of any kind, or to report any unlawful activity to the District and local law enforcement agencies.

- 3. The District will provide all unit members designated as meeting the definition of “security guard” with approved training consistent with Education Code Section 38001.5.
- 9. Training will be provided at District expense to all designated unit members regardless of the number of work hours assigned.
- C. Unit members will be paid for training that is conducted outside of the unit member’s regular work hours at their regular rate of pay.
- D. Probationary or Permanent/Probationary unit members must complete the training in order to achieve permanent status.
- E. No unit member in the designated classification shall work more than twenty (20) hours per week unless the unit member has completed the training.

Section 3: CALIFORNIA PARAEDUCATOR CONFERENCE

Annually the Association may submit the names of up to ~~fifteen~~ eighteen (158) unit members to be granted release time to attend staff development training at the annual California Paraeducator Conference which is normally held in the spring of each year. The following conditions apply to the release of unit members under this section:

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- A. The process for unit members being eligible to submit for a release time shall be established by the Association.
- B. The release time shall be limited to absence with salary but without expenses.
- C. Reimbursement to the Association from the Professional Development Expense Fund is limited to the registration fee for each unit member attending the annual California Paraeducator Conference and the availability of such funds from Section 1 of Article 22.
- D. The notification by the Association to the Executive Director, Labor Relations Division or designee shall be made sufficiently in advance to arrange for a qualified substitute, but should not be less than thirty (30) calendars days prior to the start of the conference.
- E. When notification includes multiple unit members from the same site or program the District may limit such requests to a maximum of one (1) after first consulting with the Association on any concerns related to the release time.
- F. Release time is conditioned upon the unit member currently meeting standards of satisfactory performance.


Section 4: STAFF DEVELOPMENT/TRAINING NEEDS CONSULTATION


The Association shall be entitled to consult with the District on an annual basis to make recommendations regarding staff development and training needs.

Section 5: NON-GRIEVABILITY


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


FOR THE DISTRICT:

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 June 1, 2023
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 Kristie Jones
 Date
 Director, Labor Relations

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on behalf of the
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May 11, 2023

ARTICLE 26. EFFECT OF AGREEMENT

Section 1: ZIPPER CLAUSE

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

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

Section 2: SAVINGS CLAUSE

If any article or section of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In the event that any Article or Section is held invalid the Parties agree to enter into immediate negotiations for the purposes of arriving at a mutually satisfactory replacement for such Article or Section.

Section 3: CHANGES, AMENDMENTS, WAIVERS, AND SUPPLEMENTS

This Agreement shall be subject to change, amendment, waiver, or supplement at any time by mutual consent of the Parties. Any such change, amendment, waiver, 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, waiver, or supplemental agreement will be implemented.

Section 4: 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

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ratification. When the Association and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.

Section 5: CONTINUATION OF EXISTING RIGHTS


The District agrees to continue existing Board of Education approved unit member rights and privileges which are within the scope of negotiations as set forth in Government Code (commencing with Section 3540) for the life of this Agreement or unless changed by mutual agreement of the Parties, whichever occurs first.

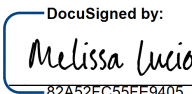
Section 6: REOPENER AND DURATION CLAUSE

This Agreement shall become effective on July 1, 2017-22, and will remain in effect until June 30, 2019 25.

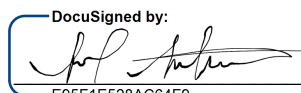
Either party may provide written notice on or before March 1 to reopen negotiations over two (2) identified articles in the Agreement. Any reopener negotiations pursuant to this section will be conducted during the 2023-2024 academic school year for potential implementation of changes in the 2024-2025 fiscal year.

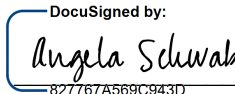
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**Memorandum of Understanding
Between
San Diego Unified School District
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducators Bargaining Unit (“PARA”)**

May 11, 2023

TERM AGREEMENT

WHEREAS, the current Collective Bargaining Agreement (Agreement) between the Parties expired on June 30, 2021; and the Parties wish to continue negotiations prospectively; 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, this 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; and

NOWTHEREFORE, the Parties agree to the following:

1. The Parties agree to a one (1) year term 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 1.B.1.b.*

2. All other terms and conditions of the above referenced collective bargaining agreement 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 THE DISTRICT :

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June 13, 2023

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Kristie Jones

Date

Director, Labor Relations

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June 13, 2023

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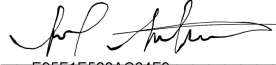
Melissa Lucio

Date

Director, Human Resource

FOR PARA:

DocuSigned by:



June 13, 2023

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Issel Martinez

Date

President, CSEA Chapter #759

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June 13, 2023

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Angela Schwab

Date

Senior CSEA Labor Relations Rep.

**Memorandum of Understanding
Between The
San Diego Unified School District
And
California School Employees Association and its Chapter #759
on behalf of the
Paraeducators Bargaining Unit (“PARA”)**

Regarding Increase in Hours for Paraeducators

May 25, 2023

WHEREAS, the San Diego Unified School District (“District”) and the California School Employees Association, San Diego Chapter No. 759 (“PARA”) entered into a Collective Bargaining Agreement (“CBA”) effective July 1, 2017 through June 30, 2019, with a one year term agreement effective July 1, 2020 through June 30, 2021; and

WHEREAS, the Parties are currently engaged in negotiations for a subsequent successor agreement; and

WHEREAS, the District is committed to investing in its paraeducators in a manner that addresses training and professional development, impacts wage, both short and long term, and encourages a sense of community for paraeducators districtwide; and

WHEREAS, the Parties recognize that Paraeducators play a vital role with our students, contributing to high quality education and services; and

NOW THEREFORE, the Parties agree to the following:

1. Effective in the 2023-2024 school year, any paraeducator in one of the following classifications who is not at .875 FTE (7 hours per day) shall be increased to .875 FTE (7 hours per day):
 - a. Special Education Assistant
 - b. Special Education Technician
 - c. Special Education Behavior Technician
 - d. Special Education Technician - Infant
 - e. Special Education Technician - Signing/Bilingual
 - f. Special Education Signing Assistant
 - g. Child Development Center Assistants
 - h. Paraeducator Independence Facilitator
 - i. Special Education Braille Assistant

- j. Braille Compensatory Skills Assistant I
 - k. Braille Compensatory Skills Assistant II
2. Unit members with exceptional circumstances may request to opt out of the increase in hours and maintain their current FTE. Such requests shall be submitted to Human Resources prior to July 15th. Submission of a request is not an automatic approval.
 - a. Exceptional circumstances include but are not limited to childcare time constraints, elder care time constraints, and retiree/pension work hour limitations.
 - b. Requests shall be reviewed and determined on a case by case basis by a Human Resources Division designee.
 3. Effective July 1, 2023, unit members assigned to the District's Infant Program shall have their work year calendar increased from 204 days per year to 226 days per year (see attached PARA SET Infant Calendar). This calendar increase will also ensure employees receive CalPERS service credit, accruals, and holiday pay based on the 226 day work year calendar.
 4. Effective in the 2023-2024 school year, and for the duration of the availability of the Educator Effectiveness Grant funding, the week prior to the start of the instructional year shall include:
 - a. Three (3) non-instructional days that shall be designated for preparation and professional development.
 - i. For the 2023-2024 school year, unit member's shall be compensated at their hourly rate of pay.
 - ii. Beginning in the 2024-2025 school year the three (3) additional days shall be added to the employee work year calendar for the remainder of the availability of the Educator Effectiveness Grant funding.
 - b. Employees who have pre planned travel or personal obligations during these three (3) additional days in the 2023-2024 school year will be allowed to utilize all applicable leaves under Article 12 (including but not limited to Section 7 and 10) for any of these three (3) days.
 5. All components of the current Collective Bargaining Agreement between the District and CSEA/PARA not addressed by the terms of this Agreement shall remain in full effect.
 6. This Agreement is non-precedent setting.

7. This Agreement shall expire in full without precedent on June 30, 2025.

FOR THE DISTRICT:

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June 1, 2023

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Kristie Jones

Date

Director, Labor Relations

DocuSigned by:



May 26, 2023

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Melissa Lucio

Date

Director, Human Resources

FOR PARA:

DocuSigned by:



May 26, 2023

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Issel Martinez

Date

President, CSEA Chapter #759

DocuSigned by:



May 30, 2023

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Angela Schwab

Date

CSEA Labor Relations Representative

**Memorandum of Understanding
Between The
San Diego Unified School District
And The
California School Employees Association and its Chapter #759
On Behalf of the
Paraeducators Bargaining Unit ("PARA")**


Regarding a Longevity Stipend 2020-2021 and 2021-2022


This Memorandum of Understanding is entered into by and between the San Diego Unified School District (hereinafter, "District") and the California School Employees Association and its Chapter #759 on behalf of the Paraeducators ("PARA") Bargaining Unit, collectively referred to as the "Parties".

The Parties agree as follows:


1. Effective July 1, 2020, a unit member in an active monthly bargaining unit assignment and with twenty-two (22) or more years of qualifying monthly District service completed as of October 1 of each year will receive an annual lump sum longevity stipend of two-thousand five-hundred dollars (\$2,500).
2. This longevity stipend will be incorporated into the Parties' Collective Bargaining Agreement that is effective July 1, 2022, and is subject to the same percentage increase(s) by which the salary schedule is increased, as set forth in the Parties' Collective Bargaining Agreement, Article 7, Section 1. Current longevity rates shall be maintained on the District's website.


FOR THE DISTRICT:

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 June 14, 2023
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Kristie Jones Date
Director, Labor Relations

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 June 14, 2023
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Melissa Lucio Date
Director, Human Resources

FOR PARA:

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 June 14, 2023
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Issel Martinez Date
President, CSEA Chapter #759

DocuSigned by:
 June 14, 2023
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Angela Schwab Date
Senior CSEA Labor Relations Rep.

MEMORANDUM OF UNDERSTANDING

Between the San Diego Unified School District

and

California School Employees Association and its Chapter 759 for the Paraeducator Bargaining Unit

**ONE-TIME CONVERSION OF POSITIONS TO THE PARAEDUCATOR
INDEPENDENCE FACILITATOR (PIF) CLASSIFICATION**

May 25, 2023

WHEREAS, the Parties established the Paraeducator- Independence Facilitator (PIF) position on salary grade 032 on the Paraeducator Salary Schedule on May 26, 2020;

WHEREAS, the Parties have met and negotiated in good faith regarding the one-time conversion of members in eligible classifications for those unit members electing to convert to the PIF classification; and

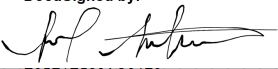
NOW THEREFORE, the parties agree as follows:


1. Unit members currently employed in the following classifications are eligible to convert from their current classification to the PIF classification or PIF classification with their current designation at their current FTE:
 - a. Special Education Assistant (SEA)
 - b. Special Education Technician (SET)
 - c. Special Education Behavioral Technician (SEBT)
 - d. Special Education Signing Assistant
 - e. Special Education Technician - Infant Program
 - f. Special Education Technician - Bilingual/Signing
2. Unit members in eligible classifications must affirmatively elect to participate in the conversion on or before July 1, 2023 by submitting the [PIF Conversion Selection Form](#) via electronic signature to the Human Resources Department.
 - a. Unit members who participate in the conversion shall use their current classification seniority date for their seniority date in the PIF classification.
 - b. Unit members that have already promoted from the SEA, SET, or SEBT classification(s) into the PIF classification between May 26, 2020 through August 21, 2023 shall have their prior classification seniority maintained as their seniority date for the PIF classification.
 - c. An SEA, SET or SEBT who affirmatively elects to convert into the PIF position on or before July 1, 2023 and accept a PIF position through transfer or promotion prior to the effective date shall have their prior classification seniority maintained as their seniority date for the PIF classification.

3. Unit members who do not affirmatively elect to participate in the conversion by July 1, 2023 will not be eligible for conversion under the terms of this Agreement.
4. Unit members who transfer or promote into the PIF classification after July 1, 2023 shall do so in accordance with the terms of the Collective Bargaining Agreement and will not be eligible for the terms provided for in this Agreement.
5. No later than January 1, 2024, Unit members affirmatively electing to convert to the PIF classification shall be converted with an effective date of August 21, 2023. The Parties agree that the following job classifications are terminal job classifications:
 - a. Special Education Assistant (SEA)
 - b. Special Education Technician (SET)
 - c. Special Education Behavioral Technician (SEBT)
 - d. Special Education Signing Assistant
 - e. Special Education Technician - Infant Program
 - f. Special Education Technician - Bilingual/Signing
6. Unit members currently assigned in the MPC classroom in the SET and PIF job classifications shall receive a five percent (5%) differential. Such differential shall expire upon bargaining unit ratification and District Board approval of the MPC PIF position agreement.
7. The District will develop and implement training for unit members participating in the PIF conversion process. This training shall include topics relevant to the essential functions of the PIF job description as they relate to meeting the needs of the students supported by the positions and the unit member's professional growth. Topics may include but is not limited to subjects such as behavior support, academic/instructional support, student health and wellness needs, technology basics and use of classroom technology among other subjects applicable to the essential functions.
8. The District and CSEA shall meet and negotiate the addition of the following PIF classifications:
 - a. Medically Physically Challenged (MPC) PIF
 - b. Early Childhood Special Education (ECSE) PIF
9. This agreement constitutes the completion of impacts and effects of the conversion of unit members currently employed in the eligible job classifications to the PIF classification. In the event of future layoffs or reductions in hours, the parties agree to enter into any required negotiations for all classifications impacted by such action, including those classifications not identified in this Agreement.
10. All components in the current Collective Bargaining Agreement between the parties not addressed by the terms of this agreement shall remain in full effect.

11. This agreement is in effect upon ratification by the bargaining unit and the District Board approval process and shall expire no later than July 31, 2023 or upon completion of the conversion process, whichever comes first.

For the CSEA Paraeducators:


DocuSigned by:

E95F1E528AC64F9... May 26, 2023
Issel Martinez,
Chapter 759 President

DocuSigned by:

827767A669G943D... May 30, 2023
Angela Schwab
Labor Relations Representative

For the District:

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Kristie Jones
Director Labor Relations

DocuSigned by:

82A52FC55FE9405... May 26, 2023
Melissa Lucio
Director, Human Resources

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN DIEGO UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 759 FOR
THE PARAEDUCATOR BARGAINING UNIT
REGARDING CATHETERIZATION BY PARAEDUCATOR BARGAINING UNIT
MEMBERS

May 25, 2023

WHEREAS, the Parties established the Paraeducator- Independence Facilitator (PIF) job classification on salary grade 032 on the Paraeducator Salary Schedule on May 26, 2020; and

WHEREAS, the parties have met and negotiated in good faith regarding revisions to the essential functions of the Paraeducator Independence Facilitator job classification; and

WHEREAS, the parties have met and negotiated in good faith regarding new job classifications of PIF- Infant Program, and PIF-Bilingual/Signing on salary grade 032 on the Paraeducator Salary Schedule; and

WHEREAS, performing catheterization procedures under the essential functions section of the job descriptions needs further clarification;

NOW THEREFORE, the parties agree as follows:

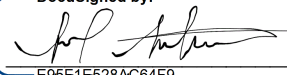
1. Essential Functions. The Parties agree that unit members employed in the PIF job classifications may be required to perform catheterization procedures when a student at their assigned school site requires the procedure to be performed per the students individualized education plan (IEP), Individualized School Health Plan (ISHP), or 504 Plan.
2. Training Requirements. Unit members assigned the duties of specialized healthcare procedures, including performing catheterization as required by student IEP, ISHP, or 504 plan shall receive training and resources on the following, prior to performing specialized healthcare procedures on students:
 - a. District provided training in performing the catheterization procedure;
 - b. Required to be or become certified in cardiopulmonary resuscitation (CPR); and
 - c. District provided information related to emergency medical resources in the community.

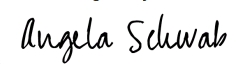
The Parties acknowledge the requirement to have the CPR certification in order to perform specialized healthcare procedures and will work to identify free and/or low cost CPR certification courses for unit members providing specialized healthcare procedures to students.

3. Assignment of Duties. When a catheterization procedure is identified as a need on campus, it is a priority that a 3 deep system of training is implemented for student safety. Preferred is that 3 people are trained on the procedure who are on campus 5 days a week. PIF, Health Tech, and Special Education Health Technician (SEHT) classifications are the preferred staff on campus to perform this procedure.

4. When the Health Tech, SEHT, and PIF assigned to the student or classroom are unable to perform the procedure and in order to ensure three unit members are trained on the catheterization procedure at a site, the Health and Wellness department or designee will ask for volunteers to be trained in the catheterization procedure at identified sites.
 - a. To meet the needs of a student, in instances that three paraeducators cannot be identified through volunteer efforts and a directive to perform the procedure creates an emotional/mental hardship for the unit member(s) at the site, the site may request an administrative reassignment based on the student's needs.
 - b. Administrative reassignments for this purpose will only be utilized when the site is unable to identify a minimum of three paraeducators to perform catheterization.
5. Differential Pay. Paraeducators assigned the duty of catheterization shall receive a 5% differential of their base salary in consideration of the private and personal nature of providing catheterization services to students. The Parties agree to incorporate this differential into the Collective Bargaining Agreement under Article 7 - Wages, Section 7 - Special Pay Additives during successor negotiations.
6. This agreement constitutes the completion of classification bargaining for each of the attached job descriptions identified in Exhibits A through F.
7. All components in the current Collective Bargaining Agreement between the parties not addressed by the terms of this agreement shall remain in full effect.
8. This agreement is in effect upon ratification by the bargaining unit and the District Board approval process and shall expire no later than June 30, 2024.

For the Paraeducators:


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Issel Martinez
Chapter 759 President

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Angela Schwab
Labor Relations Representative

For the District:

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Kristie Jones
Director Labor Relations

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Melissa Lucio
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