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**TENTATIVE AGREEMENT
BETWEEN THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
SAN JUAN CHAPTER No. 127
AND
SAN JUAN UNIFIED SCHOOL DISTRICT**

June 14, 2024

This Tentative Agreement is between the California School Employees Association and its San Juan Chapter No. 127 ("CSEA") and San Juan Unified School District ("District") concerning successor contract negotiations.

ARTICLE 1: RECOGNITION

1.2 Term: All parties agree this Tentative Agreement concludes negotiations for the 2023-24 school year. This agreement represents a new three (3) year contract, commencing November 15, 2023 through November 14, 2026.

1.2.1 The parties agree that negotiations of salary are concluded for ~~2020-2021 and 2021-2022~~ **2023-24, 2024-25 and 2025-26**. ~~No salary negotiations will be held in 2021-2022, but Reopener negotiations will still be held in 2025-26 and either party may propose up to two articles in addition to health benefits. For 2022-2023, either party may reopen salary, benefits and two additional articles of their choosing~~

ARTICLE 2: CHECK OFF AND ORGANIZATIONAL SECURITY

2.4 Mandatory New Employee Orientation

2.4.1 **The San Juan Unified School District shall provide mandatory orientation sessions for new Classified employees on a monthly basis as follows: The District shall conduct New Employee Orientations at least twice a week beginning July 15 of every year through August of every year on Tuesdays and Thursdays of each week starting at 3:30 pm and ending approximately at 4:30 pm. Beginning in September of every year and continuing through January of every year the New Employee Orientations will move to once a week every month on Thursdays from 3:30 pm until approximately 4:30 pm. Beginning in February of every year the New Employee Orientations can move to once every other week through May of every**

year. This Article does not restrict the District and CSEA from mutually agreeing to an alternate schedule as needed in order to process new employees.

2.4.2 Orientation sessions shall be held on San Juan Unified School District property and embedded during an employee's paid work day, where practicable. Employees will be paid at their hourly rate for the orientation session if attending outside of their contract hours.

2.4.3 CSEA shall be provided with up to thirty (30) minutes during the New Employee Orientation sessions to meet and present to new employees. A CSEA chapter representative(s), designated by the CSEA Chapter President, shall be given release time to make the presentation. The CSEA Labor Relations Representative may also be a presenter at the orientation.

2.4.4 If travel is required to conduct the CSEA orientation session, travel time shall also be on paid release time and shall not count towards the thirty (30) minute CSEA orientation session with the new hires.

2.4.5 If requested by CSEA, no District manager or other non-unit employee shall be present during CSEA's portion of the orientation session.

2.4.6 The District shall send an email to all new employees upon hiring. Immediately following the invitation to new employees describing the mandatory nature of the New Employee Orientations, the District shall also separately notify the employees' supervisors advising of the need to release their employees to attend.

2.4.7 Should there be any Classified employees that do not attend new employee orientation for any reason, CSEA shall have up to 15 minutes of uninterrupted time to meet with them at their assigned worksite during any period of their assigned contracted time.

ARTICLE 5: HOURS AND OVERTIME

5.5 Salary Adjustment Reassignment:

Members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board unless the duties reasonably relate to those fixed for the position by the board for any period of time which exceeds four (4) workdays within a ~~fifteen (15)~~ **thirty (30) day** calendar day period except as authorized herein.

5.5.1 An employee may be required to perform duties inconsistent with those assigned to the position by the governing board for a period of more than four (4) workdays **within a thirty (30) day calendar period** provided that ~~his/her~~ **the employee's** salary is

adjusted upward for the entire period ~~he/she is~~ **they are** directed to work in an assignment requiring a higher rate of pay. **Such opportunities shall be offered on a rotation basis to eligible members within each work site, within shift. If practicable, opportunities also will be offered in order of class seniority.**

5.17 Extra Hours

5.17.3 For the purposes of layoff only, the employee shall acquire seniority in the second position based on the employee's hire date in the second position. ~~The second position may be terminated at any time at the sole discretion of the District and shall not be subject to the layoff provisions or process.~~

5.17.6 ~~The secondary position cannot exceed three (3) hours.~~ **The sum total of the primary and secondary positions cannot exceed eight (8) hours in any one working day.**

5.17.7 **Any classified personnel who agree to provide additional services outside of their calendared work hours shall be compensated at their regular hourly rate (with overtime calculated if applicable) or offered Compensatory Time Off per Article 5.10. The implementation of this article shall not negatively impact classified employees' access to these opportunities. Additionally, the District shall not supplant these opportunities through the use of volunteers.**

5.19 Optional Professional Development Hours

~~For the 2017-2018 school year, all members who assist certificated personnel in providing direct instruction shall have the option of working additional optional professional development hours at their daily rate of pay, that are outside the school day/calendar year. Members may not use Personal Necessity or Sick time to account for these optional professional development hours. The optional professional development hours must be used for professional development aligned to district/school priorities. These optional 2017-18 professional development hours will be scheduled as follows:~~

~~Six hours of optional District sponsored professional development shall be paid at the member's pro rata daily rate of pay. The focus will be on the development and implementation of practices that are responsive to the student needs (e.g., language development, differentiation, numeracy and literacy strategies, equity, and classroom management). The dates for these optional days will be calendared as follows:~~

~~Elementary PD Day = Secondary teacher workday
Secondary PD Day = Elementary teacher workday~~

~~PN and Sick Leave may not be used to cover absence on these optional PD days.
Compensation is based on attendance.~~

5.20 Duties Inconsistent with Assigned Position

When an individual believes he/she is performing duties inconsistent with those assigned to the position by the governing board he/she may submit a request for a position review **after consultation with CSEA and the District. The District and CSEA will jointly develop updates to the position review form as needed.**

The parties agree that the purpose of a position review is to evaluate whether a member is working within the assigned duties of their classification. The District and CSEA agree that it is not their intent for the position review to circumvent salary negotiations that take place during scheduled bargaining cycles.

Upon receipt of the position review request by the Human Resources Department, the district will have ninety (90) calendar days to complete the position review. The parties agree that the district will be provided a forty-five (45) calendar day extension upon written request. ~~In the event that the district determines that the individual position review requires a broader job classification analysis, the parties will refer to Article 6.7.4~~

In the event that the District's position review finds that an employee is working out of their classification and should be placed in a different, existing classification that receives a higher rate of pay, the salary/range adjustment shall be paid retroactively to the date the position review was first submitted.

In the event the District's position review finds that an employee is working out of their classification, but no appropriate job classification exists within the District, the District and CSEA will negotiate either:

- **The creation of new job classification, or**
- **Which duties and responsibilities should be removed from the member's current assignment**

ARTICLE 6: SALARIES

2024-25 school year:

All base salaries and shift differential (Article 6.2.2) for the General and Operations units shall be increased by a total of 5%, effective July 1, 2024.

- **The new salary schedule will be reflected in members' pay no later than August 31, 2024.**
- **The retroactive check for the salary schedules shall be paid no later than September 30, 2024.**

"Hard-to-Staff" Classified Salary Adjustments:

The parties agree that many classifications continue to experience high rates of vacancies and turnover. Effective July 1, 2024, the following classifications will be designated “hard-to-staff” and will receive an additional salary increase (in addition to the 5% across-the-board increase referenced above):

- **Additional 8%:**
 - Nutrition Services Worker I
 - Nutrition Services Worker II

- **Additional 5%:**
 - Custodian
 - Lead Custodian
 - Elementary Head Custodian
 - Middle School Head Custodian
 - Instructional Assistant - Deaf And Hard-Of-Hearing
 - Instructional Assistant - Orthopedic/Visual Impaired
 - Instructional Assistant II
 - Instructional Assistant - Multiple/Severe Handicap
 - Instructional Assistant III
 - Sign Language Interpreter
 - Speech & Language Pathology Assistant

- **Additional 3%:**
 - Campus Monitor
 - Campus Representative
 - Bilingual Translator, Arabic
 - Bilingual Translator, Dari
 - Bilingual Translator, Farsi
 - Bilingual Translator, Pashto
 - Bilingual Translator, Russian
 - Bilingual Translator, Spanish
 - Bilingual Translator, Ukrainian
 - Groundskeeper/Gardener
 - Grounds Equipment Operator
 - Athletic Fields Technician
 - Instructional Assistant - Bilingual: Arabic
 - Instructional Assistant - Bilingual: Dari
 - Instructional Assistant - Bilingual: Farsi
 - Instructional Assistant - Bilingual: Pashto
 - Instructional Assistant - Bilingual: Russian
 - Instructional Assistant - Bilingual: Spanish
 - Instructional Assistant - Bilingual: Ukrainian

The District and CSEA will renegotiate the "hard-to-staff" list every three years (the first round will take place in advance of the 2027-28 school year) including but not limited to, additions, removals, and adjustments to any additional compensation. Once a member receives "hard-to-staff" compensation as part of their income, it will remain a part of their salary until they leave that classification (even if that classification is removed from the list in a future year).

Instructional Assistant I: Before the 2025-26 school year, when one-time funds are set to expire, CSEA and the District will jointly evaluate Instructional Assistant I recruitment and retention needs.

Child Development Assistant (all classifications): During the term of this contract, CSEA and the District will jointly review the multi-year budget projections of the Early Childhood Education (ECE) department and evaluate recruitment and retention needs.

2025-26 school year:

Effective July 1, 2025, an additional step (Step 7) will be added to both the General and Operations units' salary schedules. Step 7 will equal 4.63%  - SJUSD  - CSEA

Contingency Language: 2024-2025 School Year:

The parties agree to reopen Article 6 for bargaining when one or any combination of the following conditions are met:

- If the enacted California 2024-25 State Budget COLA is funded at a level less than 0.5%, and no augmentation is provided to offset the loss of revenue, both parties agree to revisit the potential impact on the multiyear financial health of the District and examine potential cost saving measures.
- If the enacted California 2024-25 State Budget COLA is funded at a level in excess of 1.5%, or there is an augmentation to the COLA resulting in an increase of revenues beyond the 1.5%, the District and CSEA agree to examine potential enhancements to the salary schedule for Year 2 or Year 3.

Contingency Language: 2025-26 School Year:

- If the enacted California 2025-26 State Budget COLA is funded at a level less than 1.73%, and no augmentation is provided to offset the loss of revenue, both parties agree to revisit the potential impact on the multiyear financial health of the district and examine potential cost saving measures.
- If the enacted California 2025-26 State Budget COLA is funded at a level in excess of 3.73%, or there is an augmentation to the COLA resulting in an increase of revenues beyond the 3.73%, the District and CSEA agree to examine potential enhancements to the salary schedule for Year 3.

~~Base salaries and the shift differential (Article 6:2:2) shall be increased by a total of 3.55% effective July 1, 2021.~~

~~Members newly hired into the district for positions subject to the applicable California minimum wage rate shall be placed at the highest step earning minimum wage so that they will earn their annual incremental step increase the subsequent year of employment (e.g., if steps 1-3 are earning minimum wage, they will be placed on step 3 and will increment to step four in their subsequent year of employment).~~

~~For continuing members employed as of July 1, 2021, the district shall provide a one-time off schedule payment equal to 3.5% of each member's base salary as of July 1, 2021. This one-time off schedule payment will be paid no later than 60 days from Board approval. This one-time off schedule payment will not increase a member's base compensation for the 2021-2022 school year.~~

~~Additionally, effective July 1, 2021, as a result of minimum wage increases and the resulting compaction in the existing salary schedule the parties have agreed to create a new salary schedule for General and Operations Units. Members moved pursuant to this clause will maintain their current step placement on the new salary range placement. Once the new salary schedules have been created the parties agree to move the following classifications as noted below:~~

- ~~● CDA IT/Pre move from 13 to 19~~
- ~~● IA II from 14 to 19b~~
- ~~● OVI from 14 to 19b~~
- ~~● BIA (all languages) from 14 to 18~~
- ~~● IAIII from 17 to 22~~
- ~~● IA MSH from 17 to 22~~
- ~~● IA DHH from 14 to 19b~~
- ~~● NSW 1 from 11 to 15b~~
- ~~● NSW 2 from 16 to 20a~~
- ~~● Nutrition Service Cook from 16 to 20a~~
- ~~● Bilingual Translator from 15 to 20~~

~~All base salaries and shift differential (Article 6.2.2) for the General and Operations units shall be increased by a total of 10%, effective July 1, 2022.~~

~~The new salary schedule will be reflected in members' pay no later than November 30, 2022.~~

~~The retroactive check for the salary schedules shall be paid no later than December 22, 2022.~~

6.2.3 A member who is promoted shall be moved to the step on the new salary range ~~which is not less than a 4.8% percent increase in salary~~ **which is not less than a 5% increase in the member's base salary (not including "hard to staff" differential) and based on the same standards of placement for outside hires.** Shift differential shall be included in an employee's base salary for purposes of calculating the ~~4.8% placement~~.

Newly Created Jobs

When a new job classification is established by the District, the District will, after giving written notification to the CSEA Labor Representative and its Chapter #127 President, establish a salary range for the new job classification which shall be considered temporary. If no objection to the established salary range thus set is registered in writing with the Director of Human Resources (Classified) by CSEA within ~~40~~**20** workdays after the temporary salary range has been set, such salary range shall become permanent.

6.7.1 Established Positions:

When the District determines that a job classification needs to be reviewed, the District shall be responsible for making modifications to the job description and shall then notify the Association of the change in the job description. Any request to negotiate wages, hours, or working conditions of the job classification review must be submitted in writing to the other party **within 10-20** workdays of ~~such~~ notice of change. The parties agree that the Association is entitled to periodic updates regarding the status of job classification reviews.

6.8 Instructional Assistant (IA) Additional Compensation

The intent of this Article is to compensate specific Instructional Assistants noted in 6.8.1 that are assigned to the District's Special Day Classes designated for students identified with mild/moderate or moderate/severe disabilities when a teacher is absent from the class for an entire day and there is no substitute teacher available to cover the class for an entire day.

6.8.1 The following is only applicable to Instructional Assistant IIs (IA II), Instructional Assistant IIIs (IA III), Instructional Assistant Orthopedic Impairment/Visual Impairment (IA OI/VI), ~~and~~ Instructional Assistant – Multi-Severely Handicapped (IA-MSH), **and Instructional Assistant Deaf and Hard of Hearing (IA DHOH)** assigned to the District's Special **Education Programs Day Classes** designated for students identified with mild/moderate or moderate/severe disabilities. **These programs include the following at both the elementary and secondary level:**

- Mild/Moderate Non-Categorical Special Day Classes
- Mild/Moderate Special Day Classes for Students Diagnosed with Autism Spectrum Disorders
- Mild/Moderate Therapeutic Learning Classes
- Moderate/ Severe Independent Living Skills Classes
- Moderate/Severe Special Day Classes for Student Diagnosed with Autism Spectrum Disorders

6.8.1 (a) When a teacher is absent from the class for ~~an entire day~~ **two or more hours a day in an elementary class, or one or more periods in a secondary class** and there is no substitute teacher available to cover the class, the IAs in these classifications who are regularly assigned to that classroom, and remain in that classroom for the full duration of the ~~school day~~ absence, shall be paid ~~an additional \$12.00 an hour~~ **an additional \$18 an hour, up to \$108 per day**, to compensate for additional duties and responsibilities they would be expected to assume as a result of the teacher's absence.

~~6.8.2~~ When a teacher is absent from the class for an entire day, and the substitute teacher is unable to fill the entire assignment, the IAs in these classifications who are regularly assigned to that classroom, and remain in that classroom for the full duration of the school day, shall be paid an additional \$12.00 per hour for the hours without substitute coverage to compensate for additional duties and responsibilities they would be expected to assume as a result of the teacher's absence.

6.8.3 This additional hourly rate shall not apply when students in the class without a substitute are reassigned to another classroom with a teacher for the day.

6.8.4 It is the responsibility of the Instructional Assistant (IA) to document these hours on a District-approved timecard. These timecards must be submitted by the IA and verified and signed by the principal or designated site administrator.

~~For the 2018-2019 and 2019-2020 school years the parties agree to set aside \$20,000 per year in one-time monies to fund a pilot to reduce the time thresholds in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 to 3 consecutive hours. Once these funds are exhausted each year, the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply for the remainder of the year. Data collected by both parties during this pilot shall be reported to the respective bargaining teams no later than March 1, 2020. — Note: The COVID-19 pandemic, and subsequent school closures, did not allow for Article 6.8.4 to be fully utilized during the 2019-2020 school years. The parties agree to continue this pilot effective November 2, 2020 — Jan 9, 2021. If, during this time frame the onetime funds are exhausted, the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply through June 30, 2022.~~

In no event shall the differential be lower than \$18.00/hour. Additionally, an increase in the compensation for guest/ substitute teachers shall immediately reopen this article for negotiation.

Beginning July 1, 2024, new contractual caseload/classroom maximums for certificated Special Education service providers go into effect. In the 2024-25 and 2025-26 school year only, the parties agree to increase the hourly additional compensation, using one-time funds, by an additional \$3.00 per hour (on top of the differential described earlier in this article) for the classified instructional staff due compensation outlined in this article when caseload/classroom maximums are exceeded. The purpose of this additional compensation is to acknowledge the impact to working conditions to classified staff who are providing services to students in settings exceeding new certificated contractual caseload/classroom maximums.

6.8.5 General Education Instructional Assistants

The District and CSEA mutually agree to expand guest teaching opportunities to eligible CSEA unit members in the following classifications:

- **Instructional Assistant Is (IA Is)**
- **Instructional Assistants - Bilingual (BIAs)**
- **Child Development Assistants (CDAs) who serve the ECE Preschool and school age/ Discovery Club programs**

6.8.5 (a) Eligibility: This voluntary opportunity is open to:

- 1. Instructional Assistant Is (IA Is); Instructional Assistants - Bilingual (BIAs); and Child Development Assistants (CDAs) serving the ECE Preschool and Discovery Club programs who:**
 - a. Provide evidence that the employee holds a Bachelor's degree. Employees will need to provide official transcripts to Human Resources.**
 - b. Provide evidence of basic skills: Pass the CBEST or completed writing, reading and math course at the college level.**

6.8.5(b) Selection and Placement Process: To submit interest and availability, and verify eligibility, members in this classification must:

- 1. Complete a Google form distributed by Human Resources.**
- 2. Send official transcripts to Human Resources.**
- 3. Complete fingerprinting for the Commission on Teacher Credentialing (CTC) and complete credential paperwork with Human Resources.**
- 4. Attend a guest teacher orientation scheduled by Human Resources.**

6.8.5(c) Compensation:

- 1. All members who are Instructional Assistants and who are selected and placed in guest teaching positions will be paid an additional \$18 an hour, up to \$108 per day.**
- 2. The District will reimburse employees for any applicable state credentialing application and processing fees.**

6.8.5(d) Guest Teacher Service:

- 1. Eligible employees can only serve as a guest teacher at the site they are assigned and shall not be asked to serve as a guest teacher for more than 2 days per week, except in circumstances that have been approved in advance by Human Resources.**
 - a. The following provision only applies when Human Resources has approved in advance a member serving as a guest teacher more than 2 days per week:**
 - i. Members who work 15 days or more during the pay period of Sept/October, January/Feb, Mar/ April or April/May, these members will be paid an additional \$4 an hour, up to \$24 a day.**

6.9 Occupational Therapists

6.9.3 In the 2024-25 school year, the District and CSEA will pilot an Occupational Therapist Leadership Team, whose primary responsibility will be to examine caseloads,

working conditions, and staffing standards. Up to three (3) Occupational Therapists will serve on this one-year pilot team. The Director of Special Education, or designee, will also serve as a member.

6.9.3(a) By September 30, 2024, the parties agree to complete a Memorandum of Understanding (MOU) that outlines the selection process, terms, and roles and responsibilities of Occupational Therapist Leadership Team members during the one-year pilot.

6.9.3(b) CSEA bargaining unit members who are selected to serve on the one-year pilot of the Occupational Therapist Leadership Team will receive a one-time \$1,500 bonus in the 2024-25 school year only, using one-time funds.

~~6.9.3 For the 2018-2019 school year the parties agree to form a small work group to discuss the Occupational Therapist/student caseload ratio. The District and CSEA agree that each party may appoint up to four (4) members to this team. Any recommendations from this work group shall be made to the respective bargaining teams no later than Feb 1, 2019.~~

6.10 Bilingual Services Program

During 2017-2019 the district and association implemented a Bilingual Services Pilot that compensated clerical staff, who, in addition to their regular duties were frequently called upon to speak, read and interpret a non-English language, or to converse fluently in a non-English language. The District agrees to make this pilot permanent effective July 1, 2020. The maximum number of participants shall be ~~fifteen (15) qualified employees determined by a~~ **demonstrated need using both qualitative and quantitative data presented (including available budgetary resources), discussed, and agreed upon between the District and Association, no fewer than once annually on or before November 1 of each year.**

Employees identified for this program will be paid a Bilingual Differential equal to the Second Shift Differential in Article 6.2.2

Qualified employees shall no longer be restricted to clerical classifications and shall be identified by (1) taking a proficiency exam mutually agreed upon by the Association and the District (identified no later than October 30, 2024) and (2) getting the approved special assignment paperwork submitted with the assistance of their supervisor.

Should the District determine that budgetary resources require a reduction in the number of identified employees at a worksite, the parties will refer to 15.2.1 Order of Layoff Procedures wherein seniority is determined by the submission of the employee's approved special assignment paperwork.

ARTICLE 7: FRINGE BENEFITS

7.1 Medical, Dental, and Vision Plans

7.1.4 Life Insurance The District will contribute the premium amount (employee only) for the District approved ~~\$25,000~~ \$50,000 life insurance plan. ~~Effective July 1, 2016, the~~
~~The group life insurance coverage will be increased to \$50,000 (employee only), basic~~
~~term.~~

ARTICLE 8: HOLIDAYS

8.1 Holidays

All members shall be granted the following paid holidays provided the member was in paid status during any portion of his/her regular workday of his/her regular assignment immediately preceding or succeeding the holiday.

Actual holiday dates may be found on the District website ~~in the work year calendar~~
~~folder~~

Independence Day
Labor Day
Veteran's Day
Thanksgiving
Local Holiday
Christmas Day
Winter Recess
Winter Recess
Winter Recess
Winter Recess
New Year's Day
Martin Luther King Day
Presidents' Day
Lincoln's Day
Local Holiday
Juneteenth

ARTICLE 10: LEAVES

10.1 Bereavement Leave

All members will receive 5 days of bereavement per incident per the guidelines established in Assembly Bill (AB) 1949.

~~Members who are on paid status shall be granted necessary leave of absence with pay, not to exceed three (3) days, on account of death of any member of his/her immediate family.~~

~~Bereavement leave in excess of three (3) days, but not to exceed five (5) days, shall be granted a member when travel beyond a 300-mile radius is necessary in connection with the bereavement.~~

Footnote #2, bottom of page 34 of CBA: "Immediate Family" is defined as follows: The following relatives of the member, or the spouse of the member: Mother, father, step-mother, step-father, step-children, grandmother, grandfather, brother, step-brother, sister, step-sister, son, son-in-law, daughter, daughter-in-law, foster parents, foster children and grandchildren, or a brother-in-law or sister-in-law of a member, aunt, uncle; or any relative living in the household of the member.

10.4.6 Paid Parental Leave

10.4.6(d) When entitlement to leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used.

10.4.9 Family and Medical Leave

10.4.9(a) When entitlement to leave under this section has been exhausted, entitlement to vacation or other paid leave may then be used.

ARTICLE 11: TRANSFERS

11.2 Employer-Initiated Job Site Transfers

A regular employee may be involuntarily transferred for reasons other than punitive, based upon the justifiable needs and best interests of the District and/or regular employee, provided that such transfer shall not result in the loss of pay or benefits to the regular employee. The regular employee shall be given a minimum of ten (10) workdays notice prior to the effective date of a permanent transfer. **Seniority (least senior in job classification) shall be given priority consideration, when practicable, in determining employer-initiated job site transfers.**

ARTICLE 15: LAYOFF

15.3 Notification of Layoff (Procedure)

15.3.1 The District shall notify all members at least once each year the seniority of their current classification. This shall be included annually on the employee's pay stub or comparable notification.

~~15.3.4 The District shall notify the affected employees in writing a minimum of sixty (60) calendar days prior to the date of any layoffs, except in the event of an actual and existing financial inability to pay salaries to classified employees or for causes not foreseeable or preventable by the governing board, where less than sixty (60) days notice may be given.~~

ARTICLE 17: EVALUATION

17.1 Employees in Probationary Status

- (a) The probationary period for a new employee hired on and prior to November 14, 2020, will be one year and should receive a written performance evaluation on or about the end of the fifth and eleventh month of initial probationary employment period.

The probationary period for a new employee hired on and after November 15, 2020 shall be a maximum of six months **or 130 days of paid service, whichever is longer**, and should receive a written performance evaluation on or about the end of the third month and the fifth month of initial probationary employment period.

ARTICLE 18: PROFESSIONAL GROWTH

18.2 Any classified personnel receiving training outside of their calendared work hours shall be compensated at their hourly rate (with overtime calculated if applicable). The implementation of this article shall not negatively impact classified employees' access to training opportunities.

18.3 The district agrees to implement an annual renewal reimbursement for the following classified employees whose job classification requires renew license/certification renewal: LVN - Health Instructional Assistant, Occupational Therapist license, Occupational Therapy Assistant license, Speech Language Pathologist Assistant license, and Assistive Technology Professional credential. Any renewal reimbursement shall not exceed \$500. Classified employees must complete filing of verifiable transcripts, licenses or certificates in Human Resources by November 1 each year. Members must be serving in an assignment that uses a valid license or certification for this reimbursement. It is the responsibility of the member to submit their renewal to Human Resources for consideration.

ARTICLE 19: JOINT COMMITTEE

Budget Review Committee

Participation in District Budgetary Decision-Making Process: The parties agree that the simultaneous considerations of collective bargaining obligations shall be integral to all future budgetary decision-making. The District and the CSEA shall be involved in the budget reduction and the subsequent budget development process. This process includes review of programs, expenditures, adjustments, budget priorities, restoration, and overall implementation. The parties agree that the current budget reduction process shall be driven by the shared goal of minimal impact on quality education and student achievement, full consideration of expenditure alternatives, evaluation of decisions, reliable information, and open communication. The District will use a facilitator as appropriate, to be jointly agreed upon by the parties, to facilitate an ongoing budget review process, including key points of review.

Budget Review Committee (BRC): The BRC shall be charged with considering the current state of the District's fiscal health as well as potential modifications in the current school finance system that improve or worsen the District's fiscal condition. Those considerations include, but are not limited to, enrollment projections, expenditure patterns, fund balances, multi-year projections, funded revenue limits, use of contracted employees and services, staffing standards, modifications to the restricted income and expenditures of the District. Recommendations shall be made to the Board of Education and the Association for consideration. Discussion may include any relevant data or projections, program restoration, program modifications, compensation adjustments or budget adjustments to maintain fiscal solvency for the current, and subsequent two, fiscal years.

Joint BRC Pilot (2024-25): In the 2024-25 school year, the parties agree to conduct a one-year pilot of a joint BRC with the San Juan Teachers Association (SJTA). The CSEA President and one (1) other representative will participate in the joint BRC during this one-year pilot. Before the conclusion of the 2024-25 school year, the parties will review learnings from the pilot and determine the structure of the BRC beyond 2024-25.

~~A Special Education Joint Committee shall be established to proactively discuss global issues and interests related to Special Education. The committee will convene within 90 days after ratification of contract (contract ratified on November 19, 2014).~~

~~Per Tentative Agreement — March 1, 2016:~~

~~MOU regarding Instructional Assistant Additional Compensation~~

~~The District and CSEA agree to draft an MOU that recognizes that the scope of the implementation plan in Article 6.8 may require adjustments. Therefore, the parties agree that the SJUSD/CSEA Special Education Joint Committee will convene no later than February 2017 to discuss the operational aspects of this article, determine if the intent noted above is being met, and to make recommendations to their respective bargaining groups for a full range of options that meet the party's original intent.~~

~~Per Tentative Agreement — September 20, 2018~~

~~Side Letter of Agreement — Minimum Wage Implementation Team The District and CSEA agree to establish a small core Minimum Wage Implementation Team. Each party may appoint up to four (4) members to this team. This team shall be established within 45 days of the SJUSD Board approving this contract. The purpose of this team is to explore options related to pending increases in the minimum wage in SJUSD. Non-binding recommendations of this team shall be reported to the respective bargaining teams no later than March 1, 2019~~

~~Per Tentative Agreement — January 28, 2020~~

~~Minimum Wage Implementation Joint Committee~~

~~The District and GSEA agree to reconvene the Minimum Wage Implementation Joint Committee within 45 days of the SJUSD Board approving this contract. The purpose of the Joint Committee is to explore options related to pending increases in the minimum wage in SJUSD. Non-binding recommendations of the Joint Committee shall be reported to the respective bargaining teams no later than May 1, 2020.~~

AB1808 Exploration Joint Committee

~~The District and GSEA agree to create an AB1808 Exploration Committee within 45 days of the SJUSD Board approving this contract. The purpose of the Exploration Committee is for both parties to better understand the fiscal and operational issues related to AB1808. Non-binding recommendations of the Exploration Committee shall be reported to the respective bargaining teams no later than May 1, 2020.~~

ARTICLE 21: THE CLASSIFIED SCHOOL EMPLOYEE SUMMER ASSISTANCE PROGRAM (CSESAP)

Beginning in the 2024-25 school year, the parties agree to participate in the Classified School Employee Summer Assistance Program (CSESAP) going forward (subject to continued state authorization of the program). The District will follow all guidelines and timelines established by the California Department of Education (CDE). Qualifying employees will be notified annually, via District email addresses and physical (mailed) correspondence, within the timelines established by the CDE.

~~The parties agree to conduct a one-year pilot of the Classified School Employee Summer Assistance program during the 2022-2023 school year to determine the cost and identify any implementation issues. The parties agree to use the data collected from this pilot to inform future bargaining sessions with non-binding recommendations(s)~~

ARTICLE 22 (new): EXTENDED SCHOOL YEAR AND SUMMER SCHOOL PROGRAM

22.1 The district will make every effort to advertise and offer all classified work during summer academic sessions to internal district employees first. Subsequently, the district will exhaust all options to recruit for and fill posted vacancies before hiring contractors to serve in the same roles

22.1.1 Where practicable, priority in selection will be given to candidates in which the placement maintains the employee's regular work year calendar location.

22.1.2 If it is necessary to assign classified employees not regularly assigned to serve between the end of one academic year and the commencement of another, that assignment shall be made on the basis of qualifications for employment in each classification of service that is required.

22.1.3. The district may not require a classified employee whose regular yearly assignment for service excludes all, or any part of, the period between the end of the academic year to the beginning of the next academic year to perform services during that period.

22.1.4 The district shall convene with CSEA no later than March 30 each year to discuss summer academic employment and facility needs.

22.2 Summer Workability Assistance Program

The District and CSEA agree to make the Summer Workability Assistance Program permanent (subject to ongoing grant funding). This program provides an opportunity for classified employees to earn additional income while also providing the opportunity for identified workability students to earn additional income and learn transferable job/ life skills and work experience for the future.

22.2.1 The District and CSEA agree that the ability to offer the Summer Workability Assistance Program under the following provisions is subject to an annual grant allocation. Should the grant be reduced or eliminated, the parties agree to immediately open this article for negotiation.

22.2.2 The District will select up to two (2) cleaning teams supporting up to ten (10) worksites that will be utilized for participation in this program.

22.2.3 Workability students / hours or skills shall not be utilized to replace hours or work of classified custodians assigned to any worksite.

22.2.4 Supervision of the workability students shall be provided by the Special Education Department administrators and assigned classified Instructional Assistants.

22.2.5 No less than one (1) Instructional Assistants shall be assigned for every five (5) workability students for supervision, assistance and guidance.

22.2.6 Workability students' hours on-site, shall begin at 8:30 AM and complete at 12:00 PM.


22.2.7 Workability students will be transported from their District school site to selected deep cleaning sites by the San Juan Unified Transportation Department. The San Juan Unified Transportation Department will also transport the workability students from the work site back to the school site at the completion of every day.

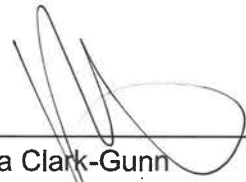
22.2.8 Classified custodians are to model, guide, demonstrate and assist the workability students in understanding the role and skills of a custodian. Custodians are not responsible to supervise the Workability students. Additional coaching if needed, and behavior shall be provided by assigned instructional assistants.

22.2.9 Workability students and Instructional Aides will move to different sites as determined by M & O Custodial Department based on the Summer Deep Cleaning schedule. The M & O Custodial Department is responsible for communicating schedules and site changes to the Special Education Program Administrator in charge and the school site to ensure correct schedules and sites.

***All Articles:**

All references to gender will be replaced with gender-neutral terms: for example, employees, staff, they/them, etc.

 6-21-24
Date
Daniel Thigpen
Executive Director
Labor Relations and Government Affairs
San Juan Unified School District

 06.21.24
Date
Adara Clark-Gunn
President
California School Employees Association

 6/21/24
Date
Kurt Benfield
Labor Relations Representative
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