

TENATIVE AGREEMENT  
Between  
Stockton Unified School District (District)  
And the  
Stockton Pupil Personnel Association, Inc. (SPPA)

June 14, 2024

This agreement concludes negotiations for 2022-2023, 2023-2024 and 2024-2025 between Stockton Unified School District and the Stockton Pupil Personnel Association, Inc. (SPPA). The parties hereby agree to the following terms subject to the ratification of SPPA and the Board of Education for Stockton Unified School District. All remaining provision in the current collective bargaining agreement shall remain unchanged and said negotiations will be deemed concluded for 2022-2023, 2023-2024 and 2024-2025 school years.

Both parties have agreed to the negotiated components included herein:

1. Article XVI (16): Health and Welfare Benefits

- The District shall pay a \$50 per month stipend to help offset the increase in cost of the 2022/2023 health care increase(s); effective December 2022 through ratification by the parties.
  - i. This stipend shall be made to employees enrolled in a medical plan from December 2022 through February 2024. The payment will be prorated based on time of hire
- The District shall provide a ninety (90)-day bereavement period to allow the spouse or domestic partner and/or dependent(s) of a deceased SPPA, Inc. member to be covered by the District-paid fringe benefits.
- Vision Care: Additional language added; or registered domestic partner.
- Dental Coverage: Additional language added; spousal/registered domestic partner/dependent.

2. Article XVII (17): Wages

- Effective July 1, 2022, the Salary Schedule shall be increased by 4%; retroactive payment will be made on base salary only.
- For 2023-2024, Effective July 1, 2023, the salary schedule shall be increased by 3%; retroactive to July 1, 2023, and a one-time lump sum payment of \$7,500.
- For 2024-2025, Effective July 1, 2024, the salary schedule shall be increased by 1%.  
Exclusions:
  - Employees who ended employment with the District (by any means besides retirement) with an effective date on or prior to their last contractual workday for 2022-2023 are not eligible for the 2022-2023 retroactive pay.
  - Employees who ended employment with the District (by any means besides retirement) with an effective date on or prior to their last contractual workday for 2023-2024 but may differ for some positions are not eligible for the 2023-2024 retroactive pay.
  - Accordingly, retirees shall not be excluded, and employees who ended employment in SUSD yet finished their contract-year with SUSD are not excluded from retro pay for the year(s) they completed.
- District agrees to “Me Too” language, salary only for 2022-2023.

3. Article XX (20): Reopeners on Scope & Duration of Agreement

- The parties shall meet and negotiate the successor contract agreement no later than 120 days after ratification of both parties

4. Language changes to CBA Articles as Tentatively Agreed (reference attachments).

- Article VII: Transfer, Assignment, Reassignment, and Unit Reductions
- Article X: Safety Conditions
- Article XIII: Hours
- Article XVI: Health and Welfare Benefits
- Article XVII: Wages
- Article XX: Reopeners on Scope & Duration of Agreement

This Tentative Agreement completes contract negotiations for the 2022-2023, 2023-2024 and 2024-2025 academic year and shall be effective upon ratification by both SPPA, Inc. and the Stockton Unified District Board of Trustees and shall continue in effect through June 30, 2025.

For SPPA:

*Heather Peterson*

Heather Peterson, Barg Chair

*Brandon Alvarez*

Brandon Alvarez, President

*R*

Robin Gurrola, Negotiation Team

*Jennifer Robles*

Jennifer Robles, Negotiation Team

*Denise Reynolds*

Denise Reynolds, Negotiation Team

*Amy Johnson*

Amy Johnson, Negotiation Team

For District:

*Glendaly Gascot Rios*

Glendaly Gascot Rios, Asst Supt of HR

*Stephanie Reeves*

Stephanie Reeves, Executive Director SPED

*Barbara Lachendro*

Barbara A. Lachendro, SPED Administrator

*Mitchell Flores*

Mitchell Flores, SPED Administrator

*Mary Aguilar*

Mary Aguilar, Coordinator Labor Relations

*Talisha Teague*

Talisha Teague, Analyst Labor Relations

## ARTICLE 7:

## ASSIGNMENTS, REASSIGNMENTS, TRANSFERS AND UNIT REDUCTIONS

7.1 General Provisions

7.1.1 Assignment refers to duties as determined by the District, and the individual's position title, performed at one or more locations.

7.1.2 Work location refers to the specific work site(s) where the unit member will fulfill their assigned duties. Assignment duties may vary based on the work location. The decision of the district relative to work location shall be final.

7.1.3 Reassignment refers to a change of classification within the SPPA, Inc., unit or an involuntary transfer outside the unit, both of which may involve a change in location.

7.1.4 Transfer refers to the relocating of an SPPA member to another school and/or site(s) within the district. ~~a change of site location.~~

**District agrees with strike out language (5-11-23)**

A transfer may be voluntary or involuntary. Transfers may be requested by the SPPA, Inc., unit member or may be initiated by the District. The unit member must qualify for the position. The decision regarding the transfer of SPPA, Inc., unit members is the sole responsibility of the District.

**The District will give at least five days' notice in advance to SPPA, Inc., leadership regarding transfer of unit members.**

**SPPA Agrees with added language that aligns with 7.4.2 (4-20-23)**

**District agrees to proposed language (5-11-23)**

7.1.5 A unit reduction occurs when a position is eliminated with no intention of replacing it and results in a permanent reduction in FTE's.

7.2 Assignments / Filling Vacancies

7.2.1 The department administrator shall work with SPPA, Inc., leadership and Human Resources to identify known vacancies created through program changes, growth, attrition or other changes.

**District agrees with added language (5-11-23)**

7.2.2 Specific work locations for psychologists, counselors, speech-language pathologists and others of the SPPA, Inc., unit ~~member~~ shall be determined by the District subject to the provisions of this contract. Each discipline will determine a method to fill assignments and/or locations in collaboration with their administrator. SPPA, Inc., unit member requests shall be considered in the order of their SPPA, Inc., seniority at the time of request.

**District Agreed to Strikeout 4-20-23**

**Parties reached agreement 5-11-23**

- 7.2.3 ~~When administratively practicable,~~ Unit members will receive tentative succeeding year assignments in writing prior to the last scheduled workday of the school year.

**District Agrees to Strikeout and change in language 4-20-23**

- 7.2.4 The District will advertise positions that have become vacant. The notice of vacancy will reflect any special qualifications as determined by the District, and/or location. All known vacancies for the following year shall be advertised ~~as soon as possible and~~ before the last day of school. **District Remains Status Quo (4-13-23) SPPA Agrees (4-20-23)**

**Parties reached agreement 5-11-23**

- 7.2.5 SPPA, Inc., unit members within the District shall receive first consideration in the filling of any vacancy. Notice of certificated vacancies will be sent to SPPA, Inc., unit members via District email.

- 7.2.4 Selection from in-district applicants who meet the qualifications will be made on the basis of review, including but not limited to evaluations, experience, appropriate professional course work, workshops, in-service activities, and interview, if necessary. If two (2) or more candidates are found equally qualified, the senior ranking unit member in terms of SPPA, Inc., seniority within classification will be selected.

- 7.2.5 Filling Counselor and High School Head Counselor Positions

7.2.7.1 Eligible Unit Members: Counselors classified as permanent unit members may apply for a voluntary transfer to a counseling position at a secondary school using the procedures in this section. The notice of vacancy will reflect any special qualifications needed by the applicant as determined by the District and/or school site. Assignment of a temporary counselor to a secondary counseling position is conditional upon satisfactory completion of the school year.

7.2.7.2 Notices: Notices of secondary counseling vacancies shall be published and distributed once each school year and also emailed to the SPPA, Inc. President.

7.2.7.3 Notice Process: The notice is restricted to eligible in-district SPPA, Inc. unit members. Any unit member receiving an unsatisfactory performance evaluation shall be denied participation in the voluntary transfer provision in this section. All counseling positions in the notice will be filled by the interview and select process. A unit member applying shall complete a District Transfer request form. The notice will provide a unit member ten (10) working days to respond.

- 7.2.7.4 Selection: All qualified applicants shall be interviewed by a panel which includes a School Counseling Program Specialist or a High School Head Counselor. Each vacant counseling position shall be filled using the interview and select process, from among these applicants.
- 7.2.7.5 Unadvertised Temporary Vacancies: Any counseling vacancy which occurs during the summer or school year as the result of a termination, promotion, retirement, resignation or reassignment may be filled through the end of the school year.
- 7.2.7.6 New Schools: All counseling positions at a new secondary school will be filled initially by utilizing the interview and selection provisions
- 7.2.7.7 Elementary Counseling Positions: Specific work locations for elementary school counselors will be determined by the Cabinet member and or designee in charge of Student Support Services, with input from a School Counselor Program Specialist based on request of the Site Administrator and Counselors.

### 7.3 Transfers

- 7.3.1 Voluntary transfers mutually agreed to by SPPA, Inc. unit members may be made after consultation with the site administrators, Cabinet member in charge of Student Support Services and Assistant Superintendent of Human Resources.
- 7.3.2 When it becomes necessary, as determined by the District, to transfer a unit member, ~~seniority within SPPA, Inc. will be given priority over any other considerations.~~ only program needs may be considered above SPPA, Inc., seniority. ~~In such cases, the district will provide a written explanation of the identified program needs and how those program needs will be filled by the recommended unit member. Program needs includes and is limited to, staffing shortages, compliance with contractual requirements (see article 11 re: workloads) and compliance with legal requirements.~~

### District Remains Status Quo 11/27/23

~~SPPA Proposal 11/27/23- SPPA is looking for ways to avoid future arguments or grievances over the transfer issues and is open to language suggestions from the District that may accomplish the same goal. The current language is open ended in a way that could be interpreted in several ways, which isn't helpful to SPPA or SUSD.~~

- ~~7.3.2 — It may become necessary, as determined by the district, to transfer a unit member due to program needs. Such transfers shall be for the purpose of “insuring the best possible fit,” and shall not be disciplinary or punitive in purpose. When~~

~~determining, the district will consider SPPA unit member's seniority, as appropriate/qualified, for the position, in addition to program needs.~~

SPPA suggested updates to language (5/18/23)

#### District Remains Status Quo 11/6/23

*Comment: In practice the District has had a conversation with SPPA Inc., President(s) as to the reason for transfer therefore the District does not see a need to add this in CBA.*

SPPA agrees 1.11.24

- 7.3.3 A unit member receiving a commendable evaluation will have the opportunity to remain in the current placement with the understanding that the department administration can make changes to the current placement based on district needs.
- 7.3.4 The unit member may indicate a preference regarding transfer, which will be taken into consideration, whenever a choice of positions is available.
- 7.3.5 The provisions of this article may ~~cause SPPA, Inc. unit members to lose~~ result in loss of compensation (at the conclusion of the fiscal year) ~~due~~ to SPPA, Inc. unit member resulting from transfer.

District Remains Status Quo SPPA Agrees (4-20-23)

Parties reached agreement 5-11-23

#### 7.4 Administrative Transfers

- 7.4.1 When necessary, as determined by the District, a unit member may be administratively transferred; based on program need. ~~Seniority within SPPA, Inc. will take precedence when determining a candidate. Seniority will be a consideration when determining a candidate. In such cases, the district will provide a written explanation of the identified program needs and how those program needs will be filled by the recommended unit member.~~ SPPA proposes added language 11.6.23

District Reasserts Remaining Status Quo 11/6/23

*Comment: In practice the District has a conversation with SPPA Inc., President(s) as to the reason for transfer. SPPA agrees if 7.3.2 updated language is accepted. (5.18.23)*

District Reasserts Remaining Status Quo 11/6/23

SPPA agrees 1.11.24

- 7.4.2 A unit member who is proposed for an administrative transfer shall be notified in writing at least five (5) working days prior to transfer, SPPA bargaining unit members will have three (3) working days following written notice of confirmation to transition to their new assignment. Unit members will be given a total of eight (8) working days for the administrative transfer process. The administrator will schedule a meeting with the unit member and provide them with a copy of the recommended administrative transfer which will include the reason for the transfer.

- 7.4.3 When a unit member who is recommended for administrative transfer requests a meeting, the Superintendent or designee will meet with the unit member and the Association prior to making a final decision on the transfer and/or possible remediation. If requested, the meeting with the unit member and the Superintendent or designee and the Association will be conducted within the eight (8) working days notification and transition period. The consultation will be conducted so as to allow for meaningful input to the District concerning the necessity for the administrative transfer before a final decision is made. The Superintendent or designee will have the sole discretion to determine whether to administratively transfer a unit member.
- 7.5 Involuntary Transfers
- 7.5.1 Involuntarily transferred unit members will be guaranteed a position in the District.
- 7.5.2 Involuntary transfers for unit members will be recommended to the Superintendent or designee by the site principal or designated supervisor. The transfer will be within the unit member's SPPA, Inc., credential area.
- 7.5.3 A unit member who is proposed for an involuntary transfer will be given written notification within five (5) working days followed by three (3) working days for a transition period. Unit members will be given a total of eight (8) working days for the involuntary transfer process. The **notification unit member** shall be notified in writing at least five (5) working days prior to transfer. SPPA bargaining unit members will have three (3) working days following written notice of confirmation to transition to their new assignment. **Simple grammatical error.**  
**District Agrees to Change 11/6/23**
- 7.5.4 The administrator will schedule a meeting with the unit member and provide them with a copy of the recommended involuntary transfer which will include the reason for the transfer.
- 7.5.5 When a unit member who is recommended for involuntary transfer requests a meeting, the Superintendent or designee will meet with the unit member and the Association prior to making a final decision on the transfer and/or possible remediation. The consultation will be conducted so as to allow for meaningful input to the District concerning the necessity for the involuntary transfer before a final decision is made. The Superintendent or designee will have the sole discretion to determine whether to involuntarily transfer a unit member. If requested, the meeting with the unit member and Superintendent or designee and the Association will be conducted within the eight (8) working day notification and transition period.
- 7.5.6 All positions filled through an involuntary transfer must remain advertised as open for application and filling by the District. Upon being filled, the

originally-transferred member has rights to resume their previous position. This back-filling provision is subject to the same seniority sequencing.

## 7.6 Reassignments Outside the Unit

7.6.1 Any unit member reassigned due to reduction in number of unit members shall have the right of re-entry into an SPPA, Inc., position as vacancies or new positions occur. Such re-entry shall be based on credentialing and seniority.

7.6.2 Re-entry rights under 7.5.1 shall remain in existence as long as the reassigned individual remains an employee of the District.

## 7.7 Unit Reductions

7.7.1 The Superintendent or Designee has the responsibility to plan, coordinate and provide for SPPA, Inc., services according to the needs and student populations of the District.

7.7.2 Subject only to the agreements herein relative to workdays, hours of employment and workloads of SPPA, Inc., unit members, the Board of Education shall determine the number of SPPA, Inc., positions required for any year of this Agreement.

7.7.3 Pursuant to law, the Board of Education may at an appropriate time, in any year of this Agreement, take steps to reduce the number of SPPA, Inc., personnel service positions.

**District Agrees to Change 11/6/23**

7.7.4 The District will provide notice and opportunity to bargain the effects prior to the elimination, transfer, or changes in bargaining unit work.

7.7.5 Except for positions funded by categorical and special education funds, reductions resulting from staffing changes shall be accomplished by attrition.



ARTICLE 10: SAFETY CONDITIONS

- 10.1 The District, in its discretion, will continue its efforts to keep facilities reasonably and properly equipped, maintained, and safe. The District also will continue its efforts to make structural and environmental improvements of the facilities where SPPA, Inc., unit members are assigned.
- 10.1.1 Unit members shall report to their designated supervisor/site administrator any alleged unsafe, unsanitary condition, which they discover in or around their work areas. The designated supervisor/site administrator shall respond to the safety concern within ten (10) business days. The designated supervisor/site administrator shall take the necessary action to address the condition.
- 10.2 A unit member may use such reasonable force as is necessary:
- 10.2.1 to protect oneself from attack;
  - 10.2.2 to protect another person;
  - 10.2.3 to quell a disturbance threatening physical injury to others; or
  - 10.2.4 to obtain possession of weapons or other dangerous objects upon the person or within the control of the student. Any time a unit member finds it necessary to use such force, they shall immediately report the incident to the immediate supervisor and site administrator and to the responsible law enforcement agency (SUSD Department of Public Safety).
  - 10.2.5 In carrying out the provisions of this section, the unit member shall not risk danger to their person by taking unreasonable risks. Any time a unit member finds it necessary to use such force, they shall immediately report the incident to ~~the~~ their immediate supervisor and site administrator. The unit member shall complete the appropriate documentation.  
**District Agrees to Proposed Language Change 3-3-23**
- 10.3 When an absence arises out of an assault upon a unit member while that unit member is acting in the discharge of their duties, the District shall provide the unit member support and assistance up to:
- 10.3.1 Sixty (60) working days of industrial accident leave;
  - 10.3.2 Accumulated full pay sick leave.
- 10.4 In the event that civil proceedings are brought against a unit member for actions which were within the course and scope of employment (as outlined in Article 10.2), the District will, upon request, furnish legal counsel.

- 10.5 The District will comply with laws and board policies regarding the notification of employees as it relates to safety conditions.
- 10.6 The District will provide an overview of the Comprehensive Safety and or Readiness Emergency Management for Schools (REMS) Plan within the first thirty (30) days of the school year and follow all guidelines for practice drills and exercises.
- 10.7 The District will fund and provide prevention and intervention training to de-escalate and mitigate crisis risk behavior.

## ARTICLE 13: HOURS

- 13.1 The major effort of SPPA, **Inc.**, unit members shall be directed toward activities that promote the educational process and student health and wellness. As professionals, unit members are expected to devote to their assignment the time necessary to meet their responsibilities. **SPPA highlights propose adding a comma after “Inc.”.**

**District agrees with proposed punctuation (5-11-23)**

- 13.2 Parent conferences required by the District will usually be scheduled during the workday, but other conferences, if needed, will be held at mutually convenient times.
- 13.3 Effective July 1, 2017, all unit members will work a professional ~~work day~~ workday; which in no case is less than seven (7) hours. The professional workday includes a daily, unpaid, thirty (30) minute, duty-free lunch. **SPPA Remains Status Quo with edit of “workday”.**

**District agrees to remain status quo and accepts proposed edit to workday. (5-11-23)**

*Comment: There needs to be an understanding about what is a Professional Work Day. Professional Work Day means a Working Day of no fixed length and being as long as to permit all scheduled work to be completed. SPPA employees are not hourly employees. SPPA employees are salaried employees.*

- 13.4 Starting and ending times of SPPA, **Inc.**, unit members assigned to more than one (1) site must be scheduled by mutual written agreement of the unit member and ~~or~~ site administrator(s). If mutual agreement cannot be reached, the appropriate central office administrator will make the final decision as to starting and ending times. Unit members assigned to more than one site per week will sign in on arrival at the site and sign out on departure. **SPPA proposes strikeout of “or”.**

**District agrees with proposed language (5-11-23)**

- 13.5 Unit members may be requested to attend school faculty meetings on an alternating basis in the schools they serve during the school year.

13.6 Professional Development

Two (2) professional development days will be offered for all unit members at their per diem rate of pay (timesheet required).

Members of this bargaining unit may be assigned up to eight (8) hours of required in-service meetings during each year of this Agreement, subject to the following:

- 13.6.1 No more than four (4) meetings will be scheduled.
- 13.6.2 Meetings will be scheduled on school days between 7 a.m. and 6 p.m., except by mutual agreement.

13.6.3 Unit members will receive one (1) week advance notice for scheduled meetings.

13.6.4 Additional in-service meetings may be scheduled by mutual agreement or may be attended on a voluntary basis.

13.7 Procedure for Voluntary Reduction of Hours/Day

13.7.1 SPPA, **Inc.** unit members desiring to reduce hours and/or workdays must apply to the appropriate administrator by May 1 for the following school year. The request will be honored to the extent possible.

**District agrees with proposed punctuation (5-11-23)**

13.7.2 In the event two (2) or more SPPA, **Inc.** unit members within the same classification apply for the same reduction of hours/days in any one-year, the granting of such reduction shall be based on student and/or program need. No senior member within the same classification shall be denied a request for a reduction of days or hours if an SPPA, Inc. unit member with less seniority is granted a request.

**District agrees with proposed punctuation (5-11-23)**

13.7.3 This shall not inhibit a granting of reduction of hours during a current year by mutual agreement.

13.8 Job Sharing

13.8.1 With the prior written approval of the appropriate supervisors and the Assistant Superintendent, Human Resources, permanent SPPA, **Inc.** unit members in the same classification may volunteer to share full-time SPPA, Inc. assignments. Approval will be based on finding suitable replacements. Approval of such job sharing will be based upon educationally sound principles and assurance that the students involved will not be adversely affected by such an assignment. Approval will also be based on similar treatment and fair opportunity for all permanent unit members considering the needs and responsibilities of the District.

**District agrees with proposed punctuation (5-11-23)**

13.8.2 In those instances where job sharing is approved, the assignment will be for one (1) year at a time. Extension of such an assignment will be based upon an evaluation of the successful completion of the educational goals and objectives set forth at the beginning of the assignment. There is no automatic right to an extension.

13.8.3 It is understood that the equivalent of one (1) fringe benefit package will be paid for each full-time equivalent position. All leaves will be prorated.

13.8.4 The SPPA, **Inc.** unit members will clearly delineate in writing the duties and responsibilities of each SPPA, **Inc.** unit member such that all duties required of a full-time SPPA, **Inc.** unit member in that classification are assigned and performed. The listing of duties and responsibilities will be approved in advance by the appropriate supervisor.

**District agrees with proposed punctuation (5-11-23)**

13.9 Mandatory Meetings

Whenever reasonable, mandatory meetings involving SPPA, **Inc.** members in the District shall be scheduled with at least one (1) calendar week notice to the SPPA, **Inc.** unit member. There may be circumstances when it is not reasonable to provide a calendar week of notice.

**District agrees with proposed punctuation (5-11-23)**

ARTICLE 16: HEALTH AND WELFARE BENEFITS

16.1 Payments and Continuation of Payments

~~The District benefits contribution will increase from \$1609.30 \$1,659.30 to \$1933.95 \$2,158.42 per month effective upon ratification of both parties.~~

The District shall pay a \$50 \$350 \$2,200.55 per month stipend. This stipend is to help offset increase cost of the 2022/2023 health care increase(s); effective December 2022 through ratification by the parties. ~~Should bargaining continue past June 30, 2023, members will receive \$324.65/mo for each succeeding month.~~

**District counter proposal 12/4/23**  
**SPPA agrees 3.14.24**

~~Effective January 1, 2023, the District shall provide the health benefit contribution of \$1,933.95 per month (\$23,207.40 annually). This fully covers the CalPERS Kaiser HMO plan including medical, dental, vision and chiropractic.~~

~~Commencing with the 2023 health plan year, the District's health benefit contribution shall be annually adjusted toward the cost of the Kaiser HMO plan (including medical, dental, vision, and chiropractic) as a coverage target, whether by increasing or decreasing, by no more than \$100 a month (\$1,200 annually) as compared to the previous years' health benefit contribution amount.~~

~~In addition, if any bargaining units' Health and Welfare provisions are increased more than the provisions in this agreement, the District shall adjust the provisions contained in this Agreement so that they are equal to the Health and Welfare provision increases contained in the other bargaining units' agreements.~~

~~SPPA reasserts proposal language. We are looking for parity with other credentialed unions. In retrospect from a proposal in 21-22, SUSD continued with CALPERS; therefore, SPPA agreed to reopen Article 16 with the intent to help SPPA members with rising rates in DEC. '22. We have not been given that opportunity, until recently. 5.12.23~~

**The District Remains Status Quo on above language 11/6/23**

Unless otherwise agreed, the District will offer each eligible member a choice of at least two (2) HMO's and one (1) Point of Service (POS) medical plan throughout the term of the Agreement. The parties agree that any changes the Health and Welfare Benefits shall be negotiated.

**10.1.1 Payments and Continuation of Payments**

Effective January 1, 2024, and ongoing, the district shall pay the premium of the CalPERS Blue Shield Access PLUS plan less one hundred dollars (100.00).

All co-pays shall be the responsibility of the employee.

*Each eligible bargaining unit member who selects a HMO or POS medical plan will be obligated to pay the full difference above the health benefit allowance.*

~~District counter proposal: 12/4/23~~

\*The District shall pay the premium of the CalPERS Blue Shield Access PLUS plan, less one hundred dollars (\$100.00), or the full cost of Kaiser HMO, whichever is higher. The District's monthly contribution toward any plan shall be adjusted accordingly and ongoing.

All co-pays shall be the employee's responsibility and are limited only to the co-pay amounts presented annually by the district. Each eligible bargaining unit member who selects a medical plan will be obligated to pay the full difference above the health benefit allowance.

\*Calpers Healthcare Cost Impact Mitigation TA language ~~signed 2/1/24~~ ratified on 2/27/24 to be incorporated into CBA. ~~3/4/24~~. Members will receive reimbursement retroactively for each month the district's contributions are not applied.  
SPPA AGREES with added language 3.14.24.

Each eligible unit member who selects the more costly HMO or PPO medical plan will be obligated to pay the full difference above the District contribution. The amount of the "buy up" will be set prior to the beginning of each fiscal year and may increase over the amount for the prior fiscal year. Unit members must complete an Employee Benefit Enrollment Form in order to participate in the benefit plans to indicate their plan selection(s) and authorize the deduction of the "buy up" via payroll deduction.

The failure of a unit member to pay their share of the benefit premium will result in cancellation of insurance for the spouse or registered domestic partner and/or the employee (as applicable) for non-payment of premiums.

**District Agrees to Change with Added language (3/23/23)**

SPPA, Inc. will be invited to participate in the District's Health Benefits committee along with District representatives from the Human Resources Department and Business Office and representatives from various bargaining units. The purpose is to review, analyze and recommend plan designs and providers for health care.

The District will offer a medical rebate in the amount of \$739.90 per month for members on or before June 30, 2015. Eligible unit members hired after June 30, 2015 shall receive a medical rebate capped at the amount of \$283 per month.

~~Districts counter to strike language: 12/4/23~~

\*The District shall reduce/increase the Insurance Rebate to \$350 as shown below:

Example:

- 37 employees receiving the lower tier Healthcare Rebate of \$283 or \$308.73 shall be increased to \$350 a month
- 49 employees receiving the higher tier Healthcare Rebate of \$739.90 or \$807.16 shall be decreased to \$350 a month using the multi-year decrease in the chart below.

Upon ratification, the “Medical Rebate” section shall be retitled “Cash In Lieu of Healthcare Benefits”. The reduction/increase of the rebate will take effect end of month December payroll 2024 as follows:

<u>Calendar Year</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
<u>Higher-Tier Medical Rebate - 11 month</u>	<u>\$807.16</u>	<u>\$644.92</u>	<u>\$483.23</u>	<u>\$350.00</u>
<u>Higher-Tier Medical Rebate - 12 month</u>	<u>\$739.90</u>	<u>\$591.18</u>	<u>\$442.96</u>	<u>\$350.00</u>
<u>Lower-Tier Medical Rebate - 11 month</u>	<u>\$308.73</u>	<u>\$350.00</u>	<u>\$350.00</u>	<u>\$350.00</u>
<u>Lower-Tier Medical Rebate - 12 month</u>	<u>\$283.00</u>	<u>\$350.00</u>	<u>\$350.00</u>	<u>\$350.00</u>

\*Calpers Healthcare Cost Impact Mitigation TA language ratified 2/27/24 to be incorporated into CBA.- 3/4/24  
SPPA 3.14.24

~~16.2 Health Insurance~~

~~Unless otherwise agreed, the District will offer each eligible unit member a choice of at least two (2) District approved HMO plans and one (1) District approved PPO medical plan throughout the term of the Agreement. No change will be made unless SPPA, Inc. and the District negotiate such a change.~~

**Districts counter to strike language: 12/4/23**  
**Language is referenced on page 2.**

16.3 Vision Care

The District will offer each eligible unit member the vision plan including options for dependent/spouse or registered domestic partner coverage provided through the district approved plan.

**District Agrees to Change with Added language (3-23-23)**

16.4 Dental Coverage

The District will provide dental coverage for unit members including options for spousal/registered domestic partner/dependent. ~~spousal or domestic partner and/dependent coverage, under the District plan for the duration of this agreement. The~~



~~maximum benefit amount will be \$1,500 per covered individual. The plan will be subject to the health benefit allowance.~~

**Districts Counter with Added Language (3-23-23)**

**Districts counter proposal: 12/4/23**

16.5 Mental Health/Chemical Dependency

The District will offer each eligible unit member a mental health/chemical dependency program through the District's carrier. The plan will be subject to the health benefit allowance.

16.6 Internal Revenue Code Section 125 Plan

The District will maintain a Medical Premium only Section 125 Plan for each unit member who, in writing, enrolls in the Section 125 Plan.

16.7 Early Retirement Options (Retired Consultants)

The District may provide a voluntary part-time employment plan for unit members between the ages of fifty-five (55) and members reaching their seventieth (70) birthday during the school year, in accordance with the provisions of Education Code Section 44922.

16.7.1 An employee may not participate in part-time employment under this section after age seventy (70). Unit members in the program who reach age seventy (70) during the school year may continue through the remainder of the school year.

16.7.2 Part-time unit members shall perform such services which shall be mutually agreed upon by the parties and which meet the needs of the District.

16.7.3 To be eligible for consideration for the Early Retirement Plan, the unit member is subject to the terms below:

16.7.3.1 have a minimum of ten (10) years of service in the District in a position requiring certification;

16.7.3.2 be between the ages of fifty-five (55) and employee reaching their 70<sup>th</sup> birthday during the school year;

16.7.3.3 have proposed the contract retirement voluntarily.

16.7.4 The retiree may serve up to 270 hours compensated per the Retired Consultant hourly rate (For 21-22 the rate is \$50.98) and will receive the same salary increases as other SPPA members who receive on salary increases in subsequent years. This figure shall not exceed the STRS/PERS

maximum allowable earnings. The schedule of payment shall be as requested by the retiree within the constraints of the law.

16.8 Accumulated Sick Leave

At the unit member's election, the unit member shall be granted retirement credit for accumulated sick leave. The formula for additional retirement credit shall be:

$$\frac{\text{Number of Days of Accumulated Sick Leave}}{\text{Number of days in the School Year}} =$$

The proportionate yearly increase shall be credited to the unit member's retirement.

16.9 For those SPPA, Inc. unit members who, prior to February 1, make a definite and irrevocable commitment of their intent to retire, the District shall, based on the request of the unit member, pay for up to fifteen (15) days of accumulated sick leave using the daily rate of the employee for payment.

16.10 Fringe Benefits for Early Retirees and Dependents

16.10.1 Unit Members Hired Prior to July 1, 2003

Any qualifying unit member participating in the early retirement plan, who retires under STRS regulations shall receive from the District the full cost of the least expensive medical plan ~~available in a retiree's residing area~~, which includes, dental, chiropractic, and vision insurance. Any qualified SPPA, Inc. member will have the same right as active employees to select a more costly HMO or PPO medical plan and will be obligated to pay the full difference above the least expensive plan. This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first. After age sixty-five (65), the retiree shall be eligible to purchase insurance at the District rate.

**Districts proposal: 12/4/23**

**SPPA AGREES 3.14.24**

**Parties agree to strike out language**

16.10.2 SPPA, Inc. Members Hired After July 1, 2003

Any qualifying SPPA, Inc. member who retires under STRS regulations shall receive from the District the same medical plan options as active SPPA, Inc. members. Any qualifying SPPA, Inc. member participating in the early retirement plan shall be required to make the same proportional payment for the medical plan. SPPA, Inc. and the District reserve the right

to mutually amend or modify this benefit for current or future SPPA, Inc. members.

This benefit will last for ten (10) years or until the qualifying member is eligible for Medical/Medicare, or until age sixty-five (65), whichever comes first.

16.10.3 A retiree who qualifies for paid benefits as set forth in Sections 16.11.1 or 16.11.2 above, may also purchase at District cost, the insurance coverage for the unit members eligible dependent(s).

16.10.4 A surviving dependent of an early retiree shall have the right to purchase benefits in accordance with the law.

#### 16.11 Fringe Benefits for Temporary Contract Unit Members

16.11.1 A temporary contract unit member employed at the end of the school year who has provided service to the District at least seventy-five percent (75%) of the year shall receive fringe benefit coverage through the following August.

16.11.2 All other temporary contract unit members will receive fringe benefit coverage only while in paid status with the District.

#### 16.12 Bereavement Period

The District shall provide a ninety (90)-day bereavement period to allow the spouse or domestic partner and/or dependent(s) of a deceased SPPA, Inc. member to be covered by the District-paid fringe benefits.

**District agrees to provide this benefit 5-11-23**

ARTICLE 17: WAGES

17.1 A daily rate of pay is established by dividing the scheduled number of workdays into the annual salary. Upon prior approval of the District, employees who work in excess of their contracted number of days shall be paid at the hourly rate of pay for each hour or partial hour worked.

17.1.1 An hourly rate of pay is established by dividing the employee's daily rate by the number of hours in the employee's workday.

17.2 Unit members will be paid according to the schedules that are incorporated herein by reference.

17.2.1 New employees with previous experience will be given year for year experience credit up to ten (10) years. The new employee must have held the appropriate credential during all prior experience. This provision does not apply to School Nurses, Speech Language Pathologists, and Psychologists.

17.2.2 Unit members shall receive equal monthly paychecks per fiscal year depending on months worked.

17.2.3 ~~For the 2022-2023 academic year, SPPA Inc. members shall receive a 4% on-salary schedule increase, effective July 1, 2022.~~

Effective July 1, 2022, the Salary Schedule shall be increased by 4%; retroactive payment will be made on base salary only.

Retroactive payment on the above 2022-2023 on-schedule increase will be for base salary only. Thus, no retroactive payment will be made on: timesheets, stipends, substituting at daily and long-term rates, ratio-factor, extra duty or any extra compensation aside from base salary.

Effective July 1, 2023, the salary schedule shall be increased by 3%; retroactive to July 1, 2023, and a one-time lump sum payment of \$7,500 ~~5,000~~.

Effective July 1, 2024, the salary schedule shall be increased by 1% ~~and a \$2,500 one-time lump sum payment~~, provided SPPA agrees to close 2024-2025.

The above increases for 2023-2024 and 2024-2025 include: retired consultants

Exclusions:

- Employees who ended employment with the District (by any means besides

- retirement) with an effective date on or prior to their last contractual workday for 2022-2023 are not eligible for the 2022-2023 retroactive pay.
- Employees who ended employment with the District (by any means besides retirement) with an effective date on or prior to their last contractual workday for 2023-2024, but may differ for some positions are not eligible for the 2023-2024 retroactive pay.
  - Accordingly, retirees shall not be excluded, and employees who ended employment in SUSD yet finished their contract-year with SUSD are not excluded from retro pay for the year(s) they completed.
  - ~~This proposal must be ratified and approved by the board no later than June 11, 2024. If not, the proposal of the one-time money is rescinded.~~

District amended counter 6/12/24

~~one-time off 8.2% on 7% on salary schedule increase effective July 1, 2022 for SPPA members employed upon ratification of this agreement. SPPA reasserts SUSD's Originally Proposed Language on 5.11.23. 3.14.24~~

~~Comment: The 4% that was offered was agreed to and given in the CalPERS Healthcare Mitigation proposal. SPPA references the Agreed TA:~~

~~This TA is mutually understood to be separate from Reopener Negotiations. As such, it establishes nothing to resolve (in part or in whole) salary or benefits negotiations for any contract year negotiation cycle. This TA likewise sets no precedents and becomes effective upon ratification by both parties.~~

~~During the term of this agreement, if the District provides any other bargaining units more compensation than that which is provided in this Agreement, then the District shall increase the compensation contained in this Agreement so that it is equal to the increase granted to employees in the other bargaining units. Such adjustments shall be effective at the time the salary adjustment is granted to the employees in the other bargaining units.~~

~~During the term of this agreement, if the District provides any other bargaining unit a higher compensation percentage increase than that which is provided in this Agreement, then the District shall increase the compensation contained in this Agreement so that it is equal to the increase granted to employees in the other bargaining units. Such adjustments shall be effective at the time the salary adjustment is granted to the employees in the other bargaining units.~~

**If any other employee group receives a higher compensation amount for 2022/23 school year, the SPPA bargaining unit shall receive the same in kind, salary only.**

**District counter proposal 11/27/23**

**SPPA agrees 3.4.24**

For the 2020-2021 school year, a 2% on salary schedule wage increase effective, July 1, 2022, for SPPA members employed upon ratification of this agreement.

For the 2021-2022 academic year, SPPA Inc. members shall receive a 4% on salary schedule increase effective July 1, 2021 for SPPA members employed upon ratification of this agreement.

17.2.4 For the 2020-2021 academic year, Career Increments will be increased by two (2%) percent. (See Appendix)

For the 2021-2022 academic year, Career Increments will be increased by four (4%) percent.

For the 2022-2023 academic year, Career Increments will be increased by four (4%) percent.

For the 2023-2024 academic year, Career Increments will be increased by four (3%) percent.

For the 2024-2025 academic year, Career Increments will be increased by four (1%) percent.

17.3 Degree Increment – From an accredited institution (will be increased by 4% for 21-22) ~~Will increase to:~~

17.3.1 Master’s Degree: \$1,695/per year. ~~2000~~  
Ph. D/Ed.D Degree: \$3,389/per year. ~~4000~~

**District Remains Status Quo 11/6/23**  
**SPPA Agrees 3.4.24**

17.4 Career Increment

For the 2020-2021 academic year, career increments were increased by two (2%) percent as reflected below. From the 2020-2021 academic year forward, Career Increments will be increased by the same percentage applied to the salary schedules as of July 2020 and as listed in section 17.2 above.

For 2021-2022 academic year, career increments will be increased by four (4%) percent. ~~For the 2022-23 academic year, career increments will be increased by six (8.2%) percent.~~

18-23 years	\$2024	<del>2190</del>
24-30 years	\$4052	<del>4384</del>
31+ years	\$6076	<del>6574</del>

**District Remains Status Quo 11/6/23**

**SPPA Agrees 3.4.24**

17.5 Step Requirements-Salary Schedule Advancement

The advancement on the salary schedule shall be at the beginning of the school year. It shall be at the rate of one (1) step for each year of experience. If a SPPA member is employed for seventy five percent (75%) of the school year, credit shall be given for that years' experience. All course work for salary schedule advancement must be completed prior to the first day of the employee's work year, in order to move over on the salary schedule for the current school year.

Salary schedule advancement will take effect the following month after completion of all coursework, pending receipt of official transcripts no later than November 1<sup>st</sup>. Should there be a delay in processing the district will retroactively pay accordingly.

17.6 Upper division and graduate courses may be taken for salary advancement without prior approval. A SPPA member may receive credit for no more than fifteen (15) such units taken in one (1) year, unless given prior approval of the District.

17.7 Vertical advancement on the salary schedule for a part-time SPPA member occurs only after accumulation of experience equal to a full year of service.

17.8 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by 2/3. If this multiplication results in a fraction that, when added to the other semester units, is within 1/2 unit from the required units for qualifying for the next column, then the fraction shall be rounded to the next whole number; and the SPPA, Inc., member shall be placed on the next column.

17.9 The District shall provide each SPPA member a statement once per year of the number of units that the District has on file for them. The SPPA member must make a written request for such statement.

17.10 Lower division course units may be applied for advancement on the salary schedule only after prior approval by the Assistant Superintendent or designee.

17.11 Notification to Change Class on Salary Schedule

17.11.1 "Application for Transfer to Higher Classification on Salary Schedule" must be filed with the Human Resources Office.

17.11.2 Official transcripts must be on file in the Human Resources Office on or before November 1 to be considered for salary purposes for the current school year. Course work must have been completed prior to the first day of the employee's work year. The November 1 deadline is only for providing transcripts for

verification of completion of units, prior to the first day of the employee's work year. It is the responsibility of the SPPA member to obtain transcripts for Human Resources Office before this deadline. Transcripts received after this deadline shall not be considered for change in salary until the succeeding year.

17.12 Minimum Salary Payment

Provided funding is received from the State, the District will pay any unit member who qualifies pursuant to Education Code Section 45023.4 a minimum payment as allowed by law.

17.13 Daily Rate Schedules: (See Appendix)

17.14 There will be a separate agreement regarding employment for extended year programs. Employees working in extended year/summer programs will be paid at the hourly rate as stated in 17.1.1.

17.15 Professional continuing education credits needed by nurses and Speech Language Pathologists to maintain their state license may be used as academic credit for the purpose of salary schedule advancement. Only fifteen (15) units of such credit may be used for salary advancement in any school year, unless the employee obtains prior approval from the appropriate District administrator for application of additional credits.

17.16 Planning and Preparation

Speech Language Pathologists assigned to Special Day/Communicatively Disabled (SDC/CD) elementary classrooms shall receive planning and preparation pay in the amount of \$1,000.00 per year.

17.17 Licensure and Certification Stipends

17.17.1 Speech Language Pathologists, SDC/CD teachers, SLP chair ~~and all other qualifying members~~ shall receive the following:

- 1) A stipend of \$1,000 per year for National Licensure/~~Certification or State Licensure.~~
- 2) A stipend of \$2,000 per year for State and National Licensure/~~Certification and State Licensure.~~

~~\*this does not include state PPS credentialing~~

**District Remains Status Quo 11/6/23**

**SPPA Agrees 3.4.24**

17.18 Early Retirement Options for Retired Consultants



The District shall provide a voluntary Early Retirement Plan for retired SPPA, Inc., members between the ages of 55 and employees reaching their 70th birthday during the school year.

17.18.1 To be eligible for the Early Retirement Plan, the retired SPPA, Inc., member must:

- (a) have a minimum of ten (10) years of continuous service to the District in a position requiring certification (See Ed Code 44922)
- (b) be between the ages of 55 and 70;
- (c) have proposed the contract retirement voluntarily.

17.18.2 The retiree shall be provided opportunity to serve for no more than 270 hours per school year as a Retired Consultant, compensated per the Retired Consultant hourly rate (For 21-22 the rate is \$50.98) and will receive the same salary increases as other SPPA members who receive on salary increases in subsequent years. This number of hours allowed shall not exceed the STRS (State Teachers' Retirement System) or PERS maximum allowable earnings. Payment shall be made upon completion of services, as indicated on the appropriate time sheet and submitted to payroll.

This position is only considered "seasonal" in the sense that it is characterized by full-time shifts/days and sometimes full-time weeks, but only for limited portions of the year rather than the full year.

Subject to the sole initiative of the District, the District and Association may at any time mutually approve any Retired Consultant for additional hours beyond the annual limit above. Hours approved must still be limited such as the Retired Consultant's income would not exceed the STRS or PERS maximum allowable earnings and it remains the member's responsibility to verify their earnings and limits with CalSTRS beforehand and throughout the process. Neither part is under obligation to approve or initiate. The assignment for a retired consultant position will be agreed upon by a supervisor, the Research Department and Human Resources.

17.18.3 The retiree shall perform services mutually agreed upon by the parties which meet the needs of the District.

17.18.4 The District shall provide not fewer than forty-two (42) slots (positions) for all retired consultants, including retired SPPA members. SPPA members entering this program will be provided the option of serving for two (2) years. When slots are vacant, the Education Code and STRS allow, and there is District approval, retirees who have served a minimum of two (2) years may be granted additional yearly contracts.

17.18.5 Working Hours

Hours for a Retired Consultant working at a school site shall be the same as SPPA members at that school site. Any travel time from one site to another site shall be counted as part of their work day.

Such work in the District offices, Special Education Office, support services buildings will be the same work hours as that of the staffs at those particular departments/sites.

With special projects assigned to a Retired Consultant, the hours will be mutually agreed upon by the District and Employee.

Non-site hours will be up to eight (8) hours per day inclusive of lunch.

17.18.6 Retirees wishing to modify their daily work schedule must submit a request in writing and obtain approval from the Assistant Superintendent of Human Resources or designee. A single final shortened shift (to arrive precisely at the annual limit of hours) shall be automatically considered valid and approved.

17.18.7 Retirement Notice Incentive

For those SPPA members who, prior to February 1, make a definite and irrevocable commitment of their intent to retire, the District shall, based on the request of the SPPA member, pay for up to fifteen (15) days of accumulated sick leave using the daily rate of the SPPA member for payment.

17.19 SPPA Retired Substitutes

The daily rate will be based on column 1A of schedule 03SQ

17.19.1 Long-Term Substitutes (days 1-18)

The assignment for a long term substitute position taking on caseloads or an agreed upon assignment, shall be paid \$350 a day. The assignment will be agreed upon by a supervisor and Human Resources.

17.19.2 After eighteen (18) consecutive days in the same assignment, a SPPA retiree shall be paid according to the appropriate placement on the SPPA salary schedule at the time of their retirement.

17.20 Bilingual Stipend

Unit members shall receive a stipend of \$2,000/annually who qualify as functionally bilingual in any language in addition to English (including ASL) as determined by at least one of the following:

- certificate of biliteracy; or

- bachelor's degree or greater in the language; or
- any certification that would qualify SPPA, Inc., as a translator/interpreter; or
- any language proficiency verification/testing mutually agreeable to the District and Association; or
- other verification mutually agreeable to the District and Association.

Any member applying and qualifying for the bilingual stipend agrees to be included in an internal-eyes-only District list of “voluntary language-support” personnel. While inclusion on this list does not itself obligate any member to provide language-related assistance, it is the intent that broad transparency among District employees can naturally lead to meaningful interdependence in connecting with students and families.

ARTICLE 20: REOPENERS ON SCOPE & DURATION OF AGREEMENT

- 20.1 In the event that the scope of negotiations as defined in the EERA is changed, altered or amended by action of the PERB or by legislative act, the parties agree to meet within thirty (30) days of the effective date of such action to negotiate such changes as may be required to conform the Agreement according to the legislative or administrative intent.
  
- 20.2 This Agreement shall be effective retroactive to July 1, 2021, and shall continue in effect until midnight June 30, 2024. In the last year of this Agreement, the Association shall present its full written proposal to the District no later than the first Tuesday in February. A public hearing shall be held within ten (10) working days to effectuate the proposed of Government Code Section 3547.
  - 20.2.1 For the 21-22 school year, the SPPA, Inc., contract will be closed. There will be reopeners for the 22-23 and 23-24 school years for salary and benefits and the District and SPPA, Inc. will each have the right to designate two (2) additional articles each year for reopeners.
  
- 20.3 The District shall make known its proposals in a timely manner after SPPA, Inc. has presented its full written proposal. Negotiations shall commence on these proposals within fifteen (15) workdays after the adoption of the proposals by the Board. Members of the unit negotiating for the Association on release time shall not exceed the number of District negotiators, and no unit member shall be released for more than three (3) hours in any school week unless agreed to in writing by the parties.
  
- 20.4 The parties shall meet and negotiate the successor contract agreement no later than 120 days after ratification of both parties.

<i>A</i>	<i>of</i>	<i>JHR</i>	<i>MJ</i>
<i>BA</i>	<i>OM</i>	<i>SR</i>	<i>MA</i>
<i>D</i>	<i>DR</i>	<i>BL</i>	<i>TJT</i>