Tentative Agreement Between Sweetwater Union High School District and California School Employee Association and its Chapters 258, 471, 731 November 15, 2021

ARTICLE 24

NEGOTIATION PROCEDURES

- 24.1 The parties agree that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counter proposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. During the term of the Agreement, neither party shall be required to negotiate with respect to a matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 24.2 In the year in which this Agreement expires, the parties agree to meet and negotiate in good faith in accordance with the EERA. The CSEA shall make its initial proposal to the Board of Trustees on or about the 15th day of March. Within forty-five (45) calendar days after the CSEA submits its proposal, the District shall submit its initial proposals. Following compliance with the Public Notice Provisions of the Act, negotiations will begin. It is the intent of the CSEA and the District to commence negotiations no later than the first Tuesday in May. Any Agreement reached, pursuant to the EERA, by the parties shall be reduced to writing and signed by them.
- 24.3 The District agrees to provide reasonable release time to the CSEA for meeting and negotiating in accordance with the EERA.
- 24.4 This Agreement shall be in full force and effect upon ratification by both parties until June 30,-2021 2024.
- 24.5 Should any provision of this Agreement or any application thereof to any unit member be held by a court of competent jurisdiction, including those matters on appeal, to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or application shall continue in full force and effect.
- 24.6 This Agreement shall supersede any rules, regulations, or practices of the Board of Trustees which are contrary to or inconsistent with the terms of this Agreement.

Union	
District	

For the Association:

Patrick Brown

CSEA President, Chapter 731

Troy Johnson

CSEA President, Chapter 471

CSEA President, Chapter 258

Cynthia McDaniel

CSEA Labor Relations Representative

For the District:

Roberto Rodriguez, Director Labor Relations

Anna Pedroza, Director Human Resources

Michelle Sturm-Gonzalez, Director Special

Services

Janea Quirk, Chief Facilities & Operations

Janny Salkeld

Chief Financial Officer

Jennifer Carbuccia, General Counsel