



SAN MARCOS
UNIFIED SCHOOL DISTRICT
engaging students...*inspiring futures*

Master Contract

San Marcos Unified School District

and

**San Marcos California School
Employees Association, and it's Chapter #413**

**July 1, 2021
through
June 30, 2024**

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2
3 **ARTICLE 1: AGREEMENT**
4

- 5 1.1 This is the total and complete Agreement of the parties, arrived at through the process of meeting and negotiating
6 pursuant to the Educational Employment Relations Act.
7 1.2 The parties to this Agreement are the San Marcos Unified School District (hereinafter referred to as the "District")
8 and the California School Employees Association, San Marcos Chapter 413, an affiliate of the California School
9 Employees Association (hereinafter referred to as "CSEA").
10

11 **ARTICLE 2: RECOGNITION**
12

- 13 2.1 The District confirms its recognition of the California School Employees Association, San Marcos Chapter 413, as
14 the exclusive representative for that unit of employees recognized by the District at its regular meeting of May 13,
15 1976.
16

17 **ARTICLE 3: CSEA RIGHTS**
18

- 19 3.1 CSEA shall have the following rights and/or privileges as specified below and/or as specified in any other portion of
20 this Agreement.
21 3.1.1 Access at reasonable times to areas in which unit members work.
22 3.1.2 The use of designated institutional bulletin boards, or institutional mailboxes, and the use of the school
23 mail system and other intra-District means of communication for the purpose of posting or transmitting
24 information or notices concerning lawful CSEA business. CSEA shall not use the provisions of this
25 section to transmit or post notices that defame or ridicule the Board or its agents nor shall CSEA use
26 this section to present a partisan point of view in any local electoral process in which the District or its
27 Governing Board is a party, without the mutual consent of the District. CSEA shall provide the District
28 Human Resources and Development office with a copy of notices and bulletins which are non-
29 confidential in nature at the approximate time of posting or distribution.
30 3.1.3 The right to use District facilities and buildings subject to Civic Center Act requirements. Such use will
31 be at reasonable times when the buildings and/or facilities are not otherwise in use.
32 3.1.4 The right to receive a complete roster of all unit members, including the current classification of each
33 member, within sixty (60) days of the execution of this Agreement.
34 3.1.5 CSEA shall have the right to receive one (1) complete Board Agenda packet, excluding any confidential
35 material but including all material normally distributed to the public.
36 3.1.6 The District shall provide release time for purposes of meeting and negotiating for not more than six (6)
37 CSEA representatives per negotiating meeting between the District and CSEA. CSEA shall designate
38 in writing the six (6) representatives prior to the first meeting each year and shall notify the District in
39 writing of any changes or substitutions, at least two (2) working days prior to the meeting at which the
40 change or substitution is to take effect.
41 3.1.7 CSEA Information Packet – CSEA will provide new employees with new member packets regarding
42 the Association at their new hire orientation or soon thereafter. CSEA will be permitted to discuss the
43 benefits of CSEA membership with all new hired employees at their new hire orientation.
44 3.1.7.1 The District shall provide to CSEA the names, addresses, emails (work and/or private) phone
45 numbers, classification, site, and hours working of all new classified hires, at the end of each
46 month and for all employees twice a year (October 1 and February 1).
47 3.2 Site Representatives – CSEA shall designate not more than one (1) site representative per site. CSEA shall notify
48 the District in writing of the name of each designated site representative. Such notice will be transmitted in writing
49 within thirty (30) days of the execution of this Agreement and will include the site for each representative. CSEA
50 further agrees to notify the District within fifteen (15) days of any change in designated representatives.
51 3.3 Dues deductions shall be made in accordance with the current CSEA dues schedule and the provisions of this
52 section.
53 3.3.1 Organizational Security
54 3.3.1.1 Employees authorizing CSEA to deduct membership dues shall have the first deduction occur
55 on the first pay period after the Association provides the District with the appropriate
56 documentation, in accordance with the District's payroll schedule.
57 3.3.2 Dues Deductions
58 3.3.2.1 CSEA shall provide the District with a list of all employees who have submitted membership
59 authorization cards for dues deduction. The District shall deduct dues, in accordance with the
60 CSEA dues schedule, from the wages of all employees providing express written authorization
61 to CSEA.
62 3.3.2.2 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all
63 sums so deducted.
64 3.3.2.3 Along with each monthly payment to CSEA, the District shall, without charge, furnish CSEA
65 with an alphabetical list of all employees in the bargaining unit, identifying them by name,
months per year in paid status and annual salary, and indicating the amount deducted, if any.

- 1 3.3.2.4 CSEA shall immediately notify the District if any member of the bargaining unit revokes a dues,
2 deduction authorization. If a bargaining unit member has questions regarding the benefits of
3 CSEA membership and/or the process of revoking CSEA membership, the District shall refer
4 the employee to the CSEA San Diego Field Office or CSEA Labor Relations Representative.
- 5 3.3.3 Hold Harmless Provision
- 6 3.3.3.1 CSEA shall indemnify and hold the District, its officers and agents harmless from any and all
7 claims, demands or suits, or any other actions arising from the effectiveness of this section
8 and CSEA shall also indemnify the District for any claims made by an employee for deductions
9 made in reliance on information or verifications provided by the CSEA pursuant to section 3.3
10 and its subsections.
- 11 3.3.3.2 CSEA agrees to reimburse the District, its officers and agents for all legal fees and legal costs
12 incurred after notice to CSEA in defending against any court or administrative action
13 challenging the legality of the provisions of section 3.3 and its subsections or the
14 implementation thereof.
- 15 3.3.3.3 CSEA agrees to reimburse the District, its officers and agents for any award or compromise
16 of damages or liability arising out of any court or administrative action challenging the legality
17 of the provisions of section 3.3 and its subsections or the implementation thereof, provided
18 the District, or other party claiming reimbursement, has complied with the terms of this section
19 and has promptly notified CSEA of its awareness of such an action.
- 20 3.3.3.4 CSEA shall have the exclusive right to decide and determine whether any such action shall
21 be compromised, resisted, defended, tried or appealed.
- 22 3.3.3.5 Employees may voluntarily elect to become members of CSEA, Chapter 413.
- 23 3.3.4 CSEA and the District agree to include two (2) CSEA appointees as a part of the process to determine the
24 school calendar(s).
- 25 3.3.5 The District shall make its printing services available to CSEA at the same cost basis as District schools and
26 departments.
27

28 **ARTICLE 4: DISTRICT RIGHTS**

- 29
- 30 4.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control
31 to the full extent of the law. Included in, but not limited to those duties and powers, are the exclusive rights to:
32 determine its organization; direct the work of its employees; determine the times and hours of operation;
33 determine the kinds and levels of services to be provided, and the methods and means of providing them;
34 establish its educational policies, goals and objectives; insure the rights and educational opportunities of
35 students; determine staffing patterns; determine the number and kinds of personnel required; maintain the
36 efficiency of District operation; determine the curriculum; build, move or modify facilities; establish budget
37 procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work in
38 accordance with Education and Government Codes; and take action on any matter in the event of an emergency.
39 In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline
40 employees.
- 41 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption
42 of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in
43 connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only
44 to the extent such specific and express terms are in conformance with law.
- 45 4.3 The District retains its right to amend, modify or rescind policies and practices referred to in this Agreement in
46 cases of emergency.
47

48 **ARTICLE 5: HOURS OF EMPLOYMENT**

- 49 5.1 Workday
- 50 5.1.1 The workday for unit members shall be established and fixed by the District.
- 51 5.1.2 The unit member shall be provided a minimum of ten (10) workdays notice before a change in
52 workday is implemented, unless in the event of an emergency or related to the safe transport of
53 students.
- 54 5.2 Workweek
- 55 5.2.1 The workweek for full-time unit members shall be forty (40) hours, normally rendered in units of eight
56 (8) hours per day, inclusive of any rest periods prescribed by the District.
- 57 5.2.2 The workweek for part-time unit members shall be less than forty (40) hours, normally rendered in
58 units of less than eight (8) hours per day.
- 59 5.2.3 The workweek shall consist of five (5) consecutive work days for unit members rendering service
60 averaging four (4) hours or more per day.
- 61 5.2.4 The District retains the right to extend the regular workday or workweek, as it deems necessary.
- 62 5.3 Rest Period
- 63 5.3.1 Unit members working four (4) hours per day or more shall normally receive a fifteen (15) minute rest
64 period for each consecutive four (4) hour period of service.
- 65 5.4 Lunch Period

- 1 5.4.1 A non-compensated lunch period of not less than thirty (30) minutes shall be provided unit members
 2 who render service of at least six (6) consecutive hours.
 3 5.4.2 The lunch period may be assigned by the immediate supervisor.
 4 5.4.3 Effort will be made to schedule lunch periods near the middle of the unit member's work shift.
 5 5.5 Overtime
 6 5.5.1 Overtime is normally considered as those approved hours worked in excess of eight (8) hours per
 7 day or in excess of forty (40) hours per week.
 8 5.5.2 Nothing herein contained shall prevent the District from requiring overtime or extended hours service
 9 of a unit member.
 10 5.6 Compensatory Time
 11 5.6.1 Compensatory time shall be at one and one-half (1 ½) hours for each approved hour of overtime
 12 worked.
 13 5.6.2 The employee may request compensatory time in lieu of paid overtime if the compensatory time is
 14 taken within sixty (60) calendar days. If not taken, the employee shall be paid the overtime rate on
 15 their next eligible pay warrant.
 16 5.6.3 Compensatory time must be approved by the District and shall be taken at a time mutually
 17 acceptable to the District and the unit member.
 18 5.7 Shift Differential
 19 Those employees who begin their workday after two o'clock (2:00) p.m. and whose normal work time would be
 20 eight (8) hours shall have their shift reduced by one-half (1/2) hour with no compensation reduction as a shift
 21 differential.
 22 5.8 District and CSEA will mutually select day(s) for all 12-month employees to be off on a non-work, non-paid day(s)
 23 in the years (July 1 through June 30) when the calendar exceeds 260 work days.
 24 5.9 Summer Work
 25 5.9.1 The following criteria shall be used in consideration of Summer Work requests:
 26 5.9.1.1 The needs and efficient operation of the District.
 27 5.9.1.2 The contribution the staff member can make in the Summer Work assignment.
 28 5.9.1.3 The qualifications including the experience and recent training of the unit member, compared
 29 to those of other candidates.
 30 5.9.1.4 The length and quality of the service rendered to the District by the unit member.
 31 5.9.1.5 Unit members working in the same classification as the Summer Work assignment shall
 32 receive priority consideration in the selection process.
 33 5.9.2 Unit members are eligible to request Summer Work in any classification.
 34 5.9.3 Unit members working in the same classification as the Summer Work assignment shall receive the
 35 same rate of pay during that period.
 36 5.9.4 Unit members performing Summer Work shall be paid at the classified range they are performing and
 37 will continue to receive any earned step and anniversary increments.
 38

39 **ARTICLE 6: EVALUATION**

- 40
 41 6.1 Probationary unit members will be evaluated by an administrator at their site/department on an ongoing basis and
 42 formally in writing at least once during the probationary period. The probationary period for unit members shall be
 43 whichever is longer: 6 months or 130 days of paid service in the same classification to which the probationary unit
 44 member is assigned. Any paid days, including holidays, shall be included in the calculation of 130 days of "paid
 45 service". The District and the Association may mutually agree to extend the probationary period of a unit member
 46 that is absent due to an approved leave of absence lasting longer than thirty (30) cumulative work days.
 47 6.1.1 Written evaluations will normally take place at the end of the third (3rd), and fifth (5th), months of employment
 48 When deemed necessary by the District, additional evaluations may be scheduled during the probationary
 49 period.
 50 6.2 Unit members who have received five (5) consecutive annual evaluations at the same site/department and met or
 51 exceeded standards may mutually agree with their evaluator that the employee will be evaluated only once every
 52 three (3) years. Should the evaluator withdraw consent, notice and reasonable cause shall be provided to the unit
 53 member in a timely manner.
 54 6.2.1 Written annual evaluation of permanent unit members will take place at the discretion of the Site/Department
 55 Administrator. Unit members will be notified of when their evaluation will take place each school year within
 56 forty-five (45) days of their first work day in their assignment.
 57 6.3 The evaluation will be reviewed with the unit member and the evaluator will make suggestions for improvement if
 58 appropriate.
 59 6.3.1 Both the evaluator and the unit member will sign the evaluation form to acknowledge receipt of the
 60 performance evaluation. The signature of the unit member does not necessarily indicate his/her agreement
 61 with the contents of the performance evaluation.
 62 6.3.2 The unit member may attach written comments to the evaluation within ten (10) days after the review and
 63 these comments will be attached to the evaluation in the employee's personnel file.
 64 6.4 A unit member receiving a less than satisfactory evaluation shall be entitled, upon written request to an evaluation
 65 review by the Superintendent or designee.

1 6.5 Substantive judgment of the evaluator shall not be subject to the grievance procedure (Article 14) of this
2 Agreement.
3

4 **ARTICLE 7: DISCIPLINARY ACTION**
5

6 7.1 Exclusive Procedure
7 Discipline shall be imposed upon bargaining unit employees only pursuant to this Article, pertinent law, and as
8 otherwise necessary as determined by the District.
9

10 7.2 Disciplinary Procedure

11 7.2.1 Discipline shall be imposed on permanent employees of the bargaining unit only for just cause as
12 reasonably determined by the District.

13 7.2.2 Discipline less than discharge will be undertaken for corrective purposes only.

14 7.2.3 No disciplinary action will be initiated for any cause prior to the employee becoming permanent nor for any
15 cause alleged to have arisen more than two (2) years preceding the date that the District files the notice of
16 disciplinary action, except as otherwise indicated by law.

17 7.2.4 When the District seeks the imposition of any severe disciplinary punishment, notice of such discipline shall
18 be made to the employee in writing, and served in person or by registered or certified mail, at employee's
19 last known address. The notice shall contain a statement in ordinary and concise language of the specific
20 act and omissions upon which the disciplinary action is based. The statement shall also include times,
21 dates, and location of chargeable actions or omissions, the penalty proposed, and a notice of the
22 employee's right to dispute the charges or the proposed penalty.

23 7.2.5 "Disciplinary action" includes any action whereby an employee is deprived of any classification or any
24 incident of any classification in which the employee has permanence, including dismissal, suspension,
25 demotion, or any reassignment, without the employee's voluntary consent, except a lay-off for lack of work
26 or lack of funds.

27 7.2.6 The continued employment of permanent classified employees is contingent upon proper performance of
28 assigned duties and personal fitness. A permanent employee may be demoted, suspended, or dismissed
29 for cause, which shall include, but not be limited to, the following:

- 30 1. Incompetence, inefficiency, inattention to or dereliction of duty, lack of ability or failure to perform
31 the assigned duties in a satisfactory manner.
- 32 2. Insubordination, failure to obey reasonable direction or observe reasonable rules of school district
33 superiors, or willful and persistent violations of the provisions of the district policies and the
34 Education Code.
- 35 3. Conviction of any felony, conviction of a misdemeanor involving moral turpitude; dishonesty,
36 immoral conduct, drunkenness on duty, addiction to or use of narcotics; or fraud in obtaining
37 employment with this school district.
- 38 4. Political activity, during the assigned hours of duty.
- 39 5. Persistent discourteous treatment, abusive or offensive language toward other employees, pupils
40 or the public or other willful failure of good conduct tending to injure the public service.
- 41 6. Drinking alcoholic beverages on the job, or reporting to work while intoxicated.
- 42 7. Frequent unexcused absence or tardiness.
- 43 8. Absence from duty without leave.
- 44 9. Physical or mental incapacity.
- 45 10. Abuse of illness leave provisions.
- 46 11. Advocacy of overthrow of federal, state, or local government by force, violence or other unlawful
47 means.

48 7.2.7 An employee may be relieved of duties with or without loss of pay.

49 7.2.7.1 If the decision is to suspend without pay, the employee must be given sufficient advance notice
50 of the disciplinary action in order for the employee to review the material upon which the action
51 is based, meet with representation, and have the written or oral response considered by the
52 authority who is recommending discipline, prior to the actual imposition of the discipline.
53 Failure of the employee to make a written or oral response as provided will constitute a waiver
54 of this provision, provided, however, that the employee shall have at least five (5) working
55 days after service prior to any formal action being taken.

56 7.2.7.2 The District may, at its discretion, suspend with pay at any time. In any situation requiring any
57 immediate suspension, charges shall be filed immediately with the San Marcos Unified School
58 District Governing Board who shall within ten (10) working days hold a full evidentiary hearing
59 in accordance with 7.3.2.
60

61 7.3 Procedure

62 7.3.1 When a notice of disciplinary action has been served on a bargaining unit employee, the employee may
63 schedule an informal meeting to discuss the action with the Superintendent or designee.

64 7.3.2 If the employee is not satisfied with the decision resulting from the Superintendent, or designee, the
65 employee and CSEA representative may elect to present the case to the San Marcos Unified School District
Governing Board, in executive session, at its next regularly scheduled meeting. At this meeting, the

- 1 employee may testify, call witnesses, present any other pertinent materials, cross examine witnesses and
2 also be represented by the employee's choice of counsel.
- 3 7.3.3 Although the sufficiency of cause for discipline is to be solely determined by the San Marcos Unified School
4 District Governing Board, the burden of proof shall lie with the District.
- 5 7.3.4 Because the above procedure guarantees the employee adequate right of review, the above article shall
6 not be subject to the grievance procedure.

7 8 **ARTICLE 8: TRANSFER**

- 9
- 10 8.1 Definition
- 11 8.1.1 A transfer is defined as a change of job site but within the same position classification.
- 12 8.2 Criteria for Transfer
- 13 8.2.1 The following criteria shall be used in consideration of transfer requests:
- 14 8.2.1.1 The needs and efficient operation of the District.
- 15 8.2.1.2 The contribution the staff member can make in the new assignment.
- 16 8.2.1.3 The qualifications including the experience and recent training of the unit member, compared
17 to those of other candidates, for both the position to be filled and the position to be vacated.
- 18 8.2.1.4 The length and quality of the service rendered to the District by the unit member.
- 19 8.2.1.5 The recommendation of the immediate supervisor to whom the unit member is currently
20 responsible, and the immediate supervisor where the vacancy exists.
- 21 8.2.1.6 The preference of the unit member.
- 22 8.3 Unit Member Initiated Transfer Requests
- 23 8.3.1 A unit member covered by this Agreement shall have the privilege of requesting a transfer to any job location
24 within the same position classification, subject to the following conditions:
- 25 8.3.1.1 Submission of a Classified Transfer Request Form to the District Human Resources and
26 Development Office for each position the unit member seeks to transfer into. The Classified
27 Transfer Request Form shall be posted on the District's website.
- 28 8.3.1.2 The filing of a request for transfer is without prejudice to the unit member and shall not
29 jeopardize the present assignment. A request for transfer may be withdrawn at any time prior
30 to the official notification of transfer approval.
- 31 8.3.1.3 A unit member may request transfer to a vacancy within the employee's classification that
32 represents a longer work schedule, and such requests shall be given priority consideration
33 subject to the criteria section of this Article.
- 34 8.3.2 Every attempt shall be made to include the site of the vacancy with each job posting.
- 35 8.4 District Initiated Transfers
- 36 8.4.1 A transfer may be made by the District at any time for any of the following reasons:
- 37 8.4.1.1 A change of enrollment or workload necessitating transfer of unit member(s).
- 38 8.4.1.2 Improved efficiency of the District.
- 39 8.4.1.3 A unit member may request of the Superintendent or designee, a conference to discuss the
40 reason for the District initiated transfer.
- 41 8.4.1.4 Transfers are not to be affected without at least five (5) working days written notice. Notice of
42 transfer shall be given in writing to the person being transferred before the transfer is effected.

43 44 **ARTICLE 9: PROMOTION**

- 45
- 46 9.1 Unit members shall be given equal consideration in filling any bargaining unit job vacancy, which can be considered
47 a promotion.
- 48 9.2 Notice(s) of bargaining unit job vacancies shall be posted on the District's website
- 49 9.3 The job vacancy notice shall remain posted for not less than six (6) working days. The position will not be
50 permanently filled during the minimum posting period.
- 51 9.4 Unit members must file for the posted position by submitting an updated application to the Human Resources and
52 Development Office.
- 53 9.5 A unit member who is a qualified applicant for a bargaining unit job vacancy shall receive an interview for the
54 position with a minimum of at least three (3) days advance notice.

55 56 **ARTICLE 10: SALARY**

- 57
- 58 10.1 Unit members will be compensated in accordance with the salary schedule.
- 59 10.2 A step increment shall be granted to each unit member who completes seventy-five percent (75%) of a year of
60 service.
- 61 10.2.1 A step increment will be provided in accordance with this section to unit members who have not reached
62 the top of their salary range and who have maintained satisfactory or better service during the fiscal year.
- 63 10.3 Approved overtime worked will be compensated at one and one-half (1 1/2) times the regular rate of pay.
- 64 10.4 After nine (9) consecutive years of full-time service, an increment in salary is given at the beginning of the tenth
65 (10th) year and thereafter in the beginning of the 13th, 16th, 19th, and 22nd year of service. For the purposes of this

1 procedure, one (1) year of service shall be defined as completion of seventy-five percent (75%) of one (1) year of
2 service during the prior fiscal year.

3 10.4.1 Computation of years of service will be made as of June 30 each year. An earned anniversary
4 increment will become effective July 1, in accordance with the schedule listed above.

5 10.4.2 Anniversary increments are figured at five percent (5%) of Step 6 of the particular classification.

6 10.5 2022-2023

7 Effective January 1, 2023, the Classified Salary Schedule shall be increased by 3.23%. If a greater salary increase
8 is provided to all Certificated or Management employees in the District that exceeds the amount provided in Article
9 10.5, the difference shall be provided to Classified unit members.

10 10.5.1 It is the intent of the parties to maintain salary increase equality for all Classified unit members in the
11 District with other employee groups. If a salary increase is provided to all Certificated or Management
12 employees it shall also be provided to Classified unit members.

13
14 The salary increases described herein shall apply only to increases to the Salary Schedules, and one-
15 time off schedule salary increases for Certificated or Management employees. Such things as stipends;
16 specially negotiated hourly rates of pay; specially negotiated daily rates of pay; Early Retirement
17 Incentives; specially negotiated extra rates of pay; targeted salary cell, range, and/or column increases
18 that do not apply to the entire salary schedule; and all other similar compensation increases can be
19 proposed by either party and considered through the negotiations process.

20 10.6 Call-Back Time: Employees called back to work after completion of their regular work shift shall be compensated
21 at the appropriate rate of pay, for not less than two and one-half (2 1/2) hours. This two and one-half (2 1/2) hour
22 minimum also applies after 12:00 midnight.

23 10.7 Bilingual Stipend:

24 10.7.1 At time of hire, newly designated bilingual employees will be informed of their bilingual stipend.
25 Employees may reach out to their administrator to take the District's language proficiency examination.

26 10.7.2 Day to Day Verbal and Written: Employees designated to communicate in writing and verbally with non-
27 English speaking persons shall receive a stipend of five and nine-tenths (5.9%) percent of the
28 employees base salary.

29 10.7.3 Day to Day Verbal: Employees, as determined by the District, requiring the ability to communicate
30 verbally on a regular basis with non-English speaking persons shall receive a stipend of one and five-
31 tenths (1.5%) percent of the employee's base salary.

32 10.7.4 A bilingual bargaining unit member, not designated by the District, may refuse to translate. This refusal
33 is without prejudice to the unit member and shall not jeopardize their present assignment.

34 10.7.5 Assistance with translations and interpretations are not meant to replace the bargaining unit work of
35 the District Translator Interpreter 1 or District Translator Interpreter 2.

36 10.7.6 When assisting with translations or interpretation of Individual Education Plan (IEP), Student Study
37 Team (SST), or 504 meetings, employees will be paid at the District Translator Interpreter 1 hourly
38 range, at their current step, including their bilingual stipend. If the employee is currently receiving a rate
39 that is greater than that of the District Translator Interpreter 1, then the employee will be compensated
40 their base hourly rate, including their bilingual stipend, plus 5%.

41 10.7.7 Every effort will be made to limit IEP, SST, or 504 meetings that require an Interpreter to no more than
42 two (2) hours. After one (1) hour of interpreting, the employee will be provided a 10-minute break, at
43 their request, for recovery time. If an IEP, SST, or 504 meeting may run longer than two (2) hours, the
44 meeting attendees will make every reasonable effort to reschedule the remainder of the meeting when
45 practicable.

46 10.7.8 When interpretation is needed during an IEP, SST, or 504 meetings, the site must first attempt to
47 schedule a unit member on the Extra-Duty Assignment Interpreter List (outside of their assigned work
48 hours), then a unit member receiving a bilingual stipend within the site, then a District
49 Translator/Interpreter, in that order.

50 10.7.9 Employees who are receiving stipends and assisting with IEP, SST, or 504 meetings may be provided
51 time beyond their contract hours, equal to the amount of time interpreting, to complete their regularly
52 assigned job duties with supervisor approval. Supervisors shall not unreasonably deny the time. The
53 employee shall have the option to accept or decline this additional time. Unit members who accept this
54 additional time will be compensated in accordance with Article 5 (Hours of Employment).

55 10.7.10 Extra Duty Assignment: Interpreter List

56 10.7.10.1 The District will create and maintain a list of bilingual employees on the Extra-Duty
57 Assignment Interpreter List. The list will be maintained by the District and provided to
58 Special Programs, Administrators, and Special Education Case Managers.

59 10.7.10.2 Bargaining unit members may sign up for the list if they are willing to take interpreting
60 assignments before or after their scheduled work hours.

61 10.7.10.3 Bargaining unit members may accept or decline these assignments depending on their
62 availability before or after their work hours. Employees on the list may refuse to interpret.
63 This refusal is without prejudice to the unit member and shall not jeopardize their regular
64 work assignment.

1 10.7.10.4 As determined by the District, employees who establish a pattern of accepting extra-duty
2 interpreter assignments and canceling such assignments without at least a two-day notice,
3 may be removed from the Extra-Duty Assignment Interpreter List.
4

5 6 **ARTICLE 11: FRINGE BENEFITS** 7

8 11.1 Insurance

9 The District shall provide insurance benefits as specified within the
10 master insurance contract between the District and the respective
11 insurance carrier the District selects.

12 11.1.1 Eligibility for Coverage

13 11.1.1.1 Employees eligible for district-provided insurance benefits are those employees whose regular
14 assignment is four (4) or more hours per day, twenty (20) hours per week. Insurance benefits
15 will become effective the first of the month following the date of hire in a position eligible for
16 insurance benefits.

17 11.1.1.2 Part-time employees (4.0 hours per day, 20 hours a week up to but not including 8.0 hours
18 per day) are eligible for district-provided HMO, PPO, or Kaiser Health, Delta Dental Premier
19 or Dental Preferred Option, vision, and life insurance coverage. Eligible part-time employees
20 electing to enroll in the Point-of-Service plan must pay a pro-rated share of the cost of the
21 Point-of-Service plan based on the percent of their work hours to an eight (8) hour day.

22 11.1.1.3 Dual Coverage Exclusion

23 Employee/Retiree with Dual Coverage must elect to either receive VEBA medical insurance
24 coverage by virtue of their own employment/retirement status (as a "Subscriber") or through
25 their spouse or registered domestic partner (as a "Dependent"), such that one
26 spouse/registered domestic partner foregoes VEBA medical insurance benefits as a
27 Subscriber. An Employee/Retiree with "Dual Coverage" is defined as an individual who is
28 covered under a VEBA medical insurance plan both as a Subscriber (District Employee or
29 Retiree) and a Dependent (spouse or registered domestic partner of a benefited District
30 Employee or Retiree). This option out of Dual Coverage ("Exclusion") is applicable beginning
31 March 1, 2009, and shall be available as long as authorized by VEBA with no cost to the
32 District. Employees and Retirees with Dual Coverage prior to December 1, 2009, have the
33 option to maintain their Dual Coverage. In the event the Employee or Retiree loses Eligibility
34 for coverage, or the Dependent Employee/Retiree ceases to be eligible as a Dependent due
35 to divorce from or death of the Subscriber Employee/Retiree, the Dependent
36 Employee/Retiree will be allowed to become a Subscriber, provided such Dependent
37 Employee/Retiree continues to be eligible for medical insurance coverage under this
38 Agreement. Participation in this Dual Coverage Exclusion is optional for the Subscriber
39 Employee/Retiree.

40 11.1.2 District Contribution

41 11.1.2.1 For each eligible employee, the District shall make a monthly contribution toward the purchase
42 of medical benefits, dental benefits, vision care benefits and life insurance benefits, as
43 described in this Article. There shall be no change to the District-provided medical plans
44 available to eligible employees, except by mutual agreement of CSEA and the District or as
45 required herein. If there is a new increase to the health benefit premium rates, CSEA and the
46 District will restructure the District-provided health benefit plan and/or change plan
47 administrators, by mutual agreement, to achieve cost savings. Cost greater than that of the
48 District Benefit cap shall be the responsibility of the employee. The District will deduct
49 employee contributions required herein on a monthly basis from employee pay warrants and
50 will make available a Flexible Spending Account (Section 125) to allow employees to make
51 such contributions on a pre-tax basis.
52

53 Effective January 1, 2017, the annual Benefit Cap shall be tiered in the following manner:
54 Single - \$7,881; Two Party - \$14,158; and Family - \$19,359. The annual Benefit Cap for each
55 tier shall be increased in 2018 by the percentage equal to the greater of Kaiser Single, Two
56 Party, or Family tier percentage increase. However, for the 2018 health benefit year, the
57 District Benefit Cap for each tier will not exceed the annual Kaiser premiums. The benefits
58 Memorandums of Understanding (MOU's) dated December 18, 2014 and December 16, 2015,
59 shall expire December 31, 2016. The Association shall maintain the ability to allocate all prior
60 accumulated savings on future benefit plans for all eligible employees referenced in these
61 MOU's. The District shall cover any Association benefits deficit for the 2016 health benefit
62 plan.
63

64 Effective January 1, 2018, the annual Benefit Cap shall be tiered in the following manner:
65 Single - \$7,902; Two-Party - \$14,346; and Family - \$19,710.
66

1 The annual Benefit Cap for each tier shall be increased in 2021 by the same percentage of
2 the VEBA rate increases in 2021 for the Kaiser Single, Two Party, and Family, up to maximum
3 of 5%. A Kaiser rate increase greater than 5% shall be shared 50/50 by the District and each
4 benefits eligible bargaining unit member.
5

6 Effective January 1, 2023, the parties agree the annual Benefits Cap shall be tiered in the
7 following manner: Single- \$8,836; Two Party- \$16,061; and Family \$22,067.

8 11.1.2.2 Medical benefits provided will be benefits comparable to the VEBA HMO, VEBA PPO, and the
9 VEBA Kaiser plans in effect during the 2013-14 school year at no cost to the employee subject
10 to the provisions of this Article.

11 11.1.2.3 The dental benefits, vision care benefits, and life insurance benefits will be benefits
12 comparable to the Delta Dental plans (Premier and Delta Preferred Option), VSP, and Level
13 Term (non-decreasing \$50,000) Life Insurance.

14 11.1.3 Unit Member Benefit Payments During Leave of Absence

15 11.1.3.1 The District shall continue District contribution toward payment of total premium required for
16 those covered in Section 11.1.1 above while the unit member is on paid leave status, in the
17 same manner as if the unit member has remained in regular service.

18 11.1.3.2 Unit members on district approved, non-paid leaves of absence may elect to continue
19 coverage by invoking COBRA rights as prescribed by current law.

20 11.1.4 Cancellation

21 11.1.4.1 The unit member (and dependents) insurance coverage, under the District's master insurance
22 contract, shall be cancelled under the following conditions:

23 11.1.4.1.1 The leave expires and the unit member does not return to active duty.

24 11.1.4.1.2 A premium payment is not received by the Benefits Analyst in the District Office
25 by the last day of the month when coverage is desired (grace period).

26 11.2 The retirement benefit policy below shall be in effect:

27 11.2.1 For employees hired as part-time or full-time unit members prior to June 30, 2007, the District will
28 continue to pay the cost of District financed medical insurance for any classified employee retiring at
29 the age of 55 or later, after having completed ten (10) consecutive years of District service and having
30 received District paid health benefits for ten (10) consecutive years prior to retirement. The parties
31 acknowledge that the Noontime Supervisor classification did not become unit members until January
32 1, 2018.

33 11.2.2 The retiring employee hired prior to July 1, 1997, 65 years of age or older, who is eligible for 100% of
34 district-paid retirement benefits, shall elect annual medical insurance from one of the following district-
35 provided options:

36 (a) For those eligible for Medicare A coverage, the District will reimburse the retiree for the cost of
37 Medicare B, and provide a Medicare supplement.

38 (b) For those not eligible for Medicare A coverage, the District will reimburse the retiree for the cost of
39 Medicare A and Medicare B, and provide a Medicare supplement.

40 11.2.2.1 Retiring employees who qualify for benefits under section 11.2.2, the District will provide
41 annual medical insurance coverage for the unit member's spouse, if both the unit member and
42 the spouse elect District-provided insurance coverage. Effective June 30, 2012,
43 spousal/domestic partner coverage will terminate when the employee reaches age 65.
44

45 **ARTICLE 12: LEAVES**

46
47 12.1 Bereavement Leave

48 12.1.1 Purpose

49 12.1.1.1 The purpose of Bereavement Leave utilization shall be for the death of a member of the
50 immediate family. Immediate family – the mother, father, grandmother, grandfather,
51 grandchild, or step-family of the unit member or of the spouse of the unit member, and the
52 spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-
53 in-law of the unit member, or any relative living in the immediate household of the unit member.

54 12.1.2 Eligibility

55 12.1.2.1 A unit member covered by this Agreement.

56 12.1.3 Procedure

57 12.1.3.1 A unit member exercising this leave of absence provision shall notify the District as soon as
58 possible of the expected duration of the absence.

59 12.1.4 Requirements

60 12.1.4.1 A unit member shall be granted up to five (5) days for bereavement purposes. Additional days
61 of absence beyond those described herein may be provided under the terms of the Personal
62 Necessity Leave provisions. Except in unusual circumstances, Bereavement Leave shall be
63 utilized within three (3) months of the date of the covered family member's death; this three-
64 month requirement may be extended under extenuating circumstances and with prior approval
65 from the Human Resources and Development Department.
66

- 1 12.1.5 Compensation
2 12.1.5.1 Days of absence used under the provisions of Bereavement Leave shall result in no loss of
3 compensation to the unit member.
4 12.2 Industrial Accident and Illness Leave
5 12.2.1 Purpose
6 12.2.1.1 Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the
7 course and scope of a unit member's assigned duties.
8 12.2.2 Eligibility
9 12.2.2.1 All **unit members** are covered by this agreement.
10 12.2.3 Procedure
11 12.2.3.1 All job-related injuries shall be reported on a District approved accident report form. A unit
12 member who has sustained a job-related injury shall report the injury as soon as reasonably
13 possible, but no later than twenty-four (24) hours after the event leading to the injury to the
14 immediate supervisor. A unit member shall report any illness on a District approved form to
15 the immediate supervisor within twenty-four (24) hours of knowledge that the illness is an
16 alleged industrial illness. In emergency situations that illness or injury shall be reported as
17 soon as possible.
18 12.2.4 Requirements
19 12.2.4.1 Allowable leave shall be for not more than sixty (60) days during which the schools of the
20 District are required to be in session or when the unit member would otherwise have been
21 performing work for the District in any one (1) fiscal year for the same illness or accident.
22 12.2.4.2 Allowable leave shall not be accumulated from year to year.
23 12.2.4.3 Industrial Accident and Illness Leave shall commence on the first day of absence.
24 12.2.4.4 Industrial Accident and Illness Leave shall be reduced by one (1) day for each day of
25 authorized absence regardless of a temporary disability indemnity award.
26 12.2.4.5 When an Industrial Accident and Illness Leave overlaps into the next fiscal year, the unit
27 member shall be entitled to only the amount of unused leave due for the same illness or injury.
28 12.2.4.6 A unit member receiving benefits, as a result of this section shall, during periods of injury or
29 illness remain within the State of California unless the Governing Board authorizes travel
30 outside the state.
31 12.2.4.7 During any industrial paid leave of absence, the unit member shall endorse to the District the
32 temporary disability indemnity checks received on account of this industrial accident or illness.
33 The District, in turn, shall issue the unit member appropriate salary warrants for payment of
34 the unit member's salary and shall deduct normal retirement, other authorized contributions,
35 and the temporary disability indemnity, if any, actually paid to and retained by the unit member
36 for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, a
37 unit member may utilize any available sick leave benefits providing that any sick leave
38 utilization when combined with any temporary disability indemnity shall not exceed 100% of
39 the employee's normal compensation.
40 12.2.5 Return to Service
41 12.2.5.1 A unit member shall be permitted to return to service after an industrial accident or illness only
42 upon the presentation of a release from the authorized Worker's Compensation physician
43 certifying the unit member's ability to return to the employee's position classification without
44 restrictions or without detriment to the unit member's physical and emotional well-being.
45 12.3 Judicial and Official Appearance Leave
46 12.3.1 Purpose
47 12.3.1.1 Judicial and Official Appearance Leave may be granted for purposes of regularly called jury
48 duty, appearance as a witness in court other than as a litigant, or response to an official order
49 from another governmental jurisdiction for reasons not brought about through the connivance
50 or misconduct of the unit member. This leave shall not be utilized for employee organization
51 related activities.
52 12.3.2 Eligibility
53 12.3.2.1 A unit member covered by this Agreement.
54 12.3.3 Procedure
55 12.3.3.1 The unit member seeking an official Judicial Appearance Leave shall submit a request
56 accompanied by the official order for an approved absence to the immediate supervisor. Such
57 request shall be submitted normally not less than ten (10) days prior to the beginning date of
58 the leave or as soon as notified. Employees so called, must:
59 (a) contact the Absence Reporting system as soon as the need to be absent is known, but **no**
60 later than five (5) days prior to the start of the work day, to permit the District time to secure a
61 substitute's service if needed. If five (5) days' advance notice is impossible, the unit member
62 shall contact the Absence Reporting system no later than twenty-four (24) hours prior to the
63 start of the workday. Unit members on standby for jury duty shall contact the Absence
64 Reporting system as soon as reasonably possible, but no later than on (1) hour prior to the
65 start of the workday.
66 (b) report to the designated court on the first date indicated for potential jury assignment,

- 1 (c) elect telephone standby (phone call to court at times set by officer of the court) to determine
2 potential jury assignment for the next day,
3 (d) properly "clock-in" for all hours/days of jury duty served in order to generate an accurate record
4 of time served.
- 5 12.3.4 Requirements
6 12.3.4.1 A unit member may be granted a leave of absence not to exceed the duration of the
7 requirements of the official order for participation and appearance.
- 8 12.3.5 Compensation
9 12.3.5.1 A unit member granted a leave of absence under these provisions shall be granted District
10 compensation which, when added to jury or witness fees, shall not exceed the unit member's
11 regular District compensation.
- 12 12.3.6 Return to Service
13 12.3.6.1 Immediately upon return to service, the unit member shall submit a copy of the Jury Services
14 Attendance Certification form to their immediate supervisor or designee no later than the end
15 of the first day following the unit member's return to work. complete the District absence form
16 and submit it to the immediate supervisor.
17 12.3.6.2 Jury Duty is considered a day working for the courts. All unit members will report for work on
18 all days that they are not required to report for jury duty.
19 12.3.6.3 The unit member shall provide, upon District request, additional verification of the use of these
20 leave provisions.
- 21 12.4 Personal Leave
22 12.4.1 Purpose
23 12.4.1.1 A unit member may request an **Unpaid** Personal Leave for reasons not enumerated
24 elsewhere in this Agreement.
- 25 12.4.2 Eligibility
26 12.4.2.1 A unit member covered by this Agreement.
- 27 12.4.3 Procedure
28 12.4.3.1 The unit member seeking an approved **Unpaid** Personal Leave shall submit a request,
29 including the reasons and any supporting information related thereto, and the duration of the
30 length of the requested leave.
31 12.4.3.2 For personal absences of five (5) working days or less, the unit member shall submit the
32 request described herein to the immediate supervisor not less than five (5) working days prior
33 to the beginning date of the leave. The decision for approval or denial of these requests shall
34 be made by the immediate supervisor.
35 12.4.3.3 For personal absence in excess of five (5) working days including the balance of the school
36 semester/year, the unit member shall submit the request described herein to the
37 Superintendent for recommendation and presentation to the Governing Board for approval or
38 denial. A unit member requesting such an extended Personal Leave of absence shall submit
39 the request not less than ten (10) days prior to the next Governing Board meeting.
- 40 12.4.4 Requirements
41 12.4.4.1 A unit member shall not accept gainful employment while on Unpaid Personal Leave without
42 the prior written approval of the Superintendent, or designee.
- 43 12.4.5 Compensation
44 12.4.5.1 Any Unpaid Personal Leave that may be granted under these provisions shall be without
45 compensation, and may impact PERS contributions, and other benefits, unless noted
46 otherwise in this Article 12.4.
47 12.4.5.2 Unit members on **Unpaid** Personal Leave shall be permitted to participate in the District
48 insurance
49 program at their expense as provided for in this Agreement.
- 50 12.4.6 Return to Service
51 12.4.6.1 The unit member shall be reinstated to the position held prior to the leave of absence for
52 leaves of five (5) days or less.
53 12.4.6.2 In the case of leaves of absence granted under this section that exceed five (5) days, the unit
54 member may be reinstated within the classification held prior to the leave of absence or to a
55 position in a similar or related classification for which the unit member is qualified.
56 12.4.6.3 If the Unpaid Personal Leave of absence was granted for personal health reasons, the unit
57 member shall be required to submit, prior to return to active duty, a medical statement from a
58 licensed physician indicating an ability to assume assigned duties without restrictions or
59 detriment to the unit member's physical or emotional well-being. Nothing in this Article 12.4 is
60 intended to limit any unit member's access to leave for personal health reasons described in
61 other provisions of this Agreement.
- 62 12.5 Personal Business Leave
63 12.5.1 Purpose
64 12.5.1.1 Personal Business Leave may be utilized for personal reasons the unit member deems
65 sufficiently important, without explanation.
66

- 1 12.5.2 Eligibility
2 12.5.2.1 A unit member who has a sufficient unused Sick Leave balance. Personal Business Leave
3 shall be deducted from a unit member's Sick Leave Balance.
4 12.5.3 Procedure
5 12.5.3.1 Unit members shall submit a request for Personal Business Leave approval on a District
6 approved form to the immediate supervisor normally not less than five (5) working days prior
7 to the beginning date of the leave. The prior approval required for Personal Business Leave
8 shall not apply to the following reasons:
9 12.5.3.1.1 Death or serious illness of a member of the unit member's immediate family.
10 12.5.3.1.2 Accident involving the unit member's person or property or the person or property
11 of the unit member's immediate family.
12 12.5.3.2 When prior approval is not required, the unit member shall make every effort to comply with
13 District procedures designed to secure substitutes and shall notify the immediate supervisor
14 of the expected duration of the absence as soon as reasonably possible.
15 12.5.4 Requirements
16 12.5.4.1 A unit member may not use more than seven (7) days per year of accumulated Sick Leave
17 for the purposes of approved Personal Business Leave.
18
19 12.5.5 Compensation
20 12.5.5.1 A unit member shall receive full compensation for not more than seven (7) days per year of
21 approved Personal Business Leave.
22
23 12.6 Sick Leave
24 12.6.1 Purpose
25 12.6.1.1 The purpose of Sick Leave utilization shall be for the treatment of the unit member's illness
26 or injury. Sick Leave may be accessed for the diagnosis, care, or treatment of an existing
27 health condition or preventative care for an employee or family member as provided in the
28 Healthy Workplaces, Healthy Family Act of 2014 (AB 1522) and/or the California Education
29 Code and noted in this Article 12. Accordingly, unit members may access up to six (6) days
30 per year to care for family members.
31 12.6.2 Eligibility
32 12.6.2.1 A unit member covered by this Agreement, working five (5) days per week for a full contract
33 year, shall be annually entitled to twelve (12) days of leave of absence for the purpose of Sick
34 Leave utilization. A unit member covered by this Agreement, working less than full time, shall
35 be entitled to Sick Leave in the same ratio that the employee's employment bears to full-time
36 employment, but in no event shall accrue Sick Leave at a rate any less than as required by
37 the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) and/or the California
38 Education Code.
39 12.6.2.2 Unit members, upon initial employment, shall be eligible to take not more than six (6) days, or
40 the proportionate amount of Sick Leave to which they are entitled, until the first day of the
41 calendar month following six (6) months of service.
42 12.6.3 Procedure
43 12.6.3.1 A unit member exercising Sick Leave provisions must contact the Absence Reporting system
44 as soon as the need to be absent is reasonably known, but in no event less than one (1) hour
45 prior to the start of the work day, to permit the District time to secure a substitute's service if
46 needed. If the need to use Sick Leave is unforeseeable, the employee must provide notice of
47 the need for leave as soon as practicable.
48 12.6.4 Requirements
49 12.6.4.1 A unit member becoming aware of the need for absence due to surgery, or other predictable
50 or priority scheduled case involving physician care, shall submit a statement from the
51 employee's physician as far in advance of the first date of absence as possible. The
52 physician's statement shall include the beginning date of the absence, the reason for the
53 absence, and the anticipated date of the return to active service. The District shall not require
54 the physician's statement to include information in violation of the Health Insurance Portability
55 and Accountability Act (HIPAA).
56 12.6.5 Compensation
57 12.6.5.1 Any unused Sick Leave credit may be used by the unit member upon the unit member's written
58 request, in accordance with the applicable notification and use requirements herein, without
59 loss of compensation. Upon exhaustion of all accumulated Sick Leave credit, a unit member
60 who continues to be absent for purposes of this policy shall receive fifty percent (50%)
61 differential pay for a period not to exceed five (5) continuous school months, (i.e., 100 days of
62 paid Sick Leave). In order to qualify for differential pay, a unit member shall first utilize other
63 paid leave, holidays, vacation, or compensatory time.
64 12.6.5.2 Sick Leave shall be fully credited to a unit member on July 1 of each year for the forthcoming
65 fiscal year or upon initial employment for the balance of the fiscal year in the case of a new
66 employee, except that a new employee may use only as much sick time in the first six (6)

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months of employment as provided under section 12.6.2.2, above. In the event the unit member terminates employment prior to earning all of the Sick Leave used, the amount of unearned credit used shall be deducted from the unit member's last pay warrant.

12.6.5.3 The parties agree to follow the compensation provisions under the Family Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"). Nothing in this section 12.6.5.3 limits the benefits provided to employees pursuant to the FMLA and/or CFRA.

12.6.6 Return to Service

12.6.6.1 The unit member shall provide, upon District request, additional verification of the use of these leave provisions.

12.6.6.2 A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to the position classification, with or without restrictions or detriment to the employee's physical and emotional well-being.

12.6.6.3 A unit member shall not be allowed to return to service and shall be charged with one (1) additional day of Sick Leave absence if the employee fails to notify the District of intent to return to duty as soon as practicable, but no later than two (2) hours prior to the close of the preceding workday, and by such failure of notification a substitute is secured.

12.6.6.4 A unit member who is absent from duty due to Pregnancy Disability Leave or Parental Leave may use Sick Leave as set forth in sections 12.9 and 12.10.

12.6.7 Transfer of Accumulated Sick Leave

12.6.7.1 It shall be the unit member's responsibility to initiate action under this section. A unit member, upon initial employment, who had been an employee of a public school system in California for a period of one (1) calendar year or more, shall be allowed to transfer accumulated Sick Leave provided the Sick Leave is transferred within one (1) year of the date of the termination from the previous California public school employer.

12.6.8 Voluntary Donation Sick Leave

(a) On forms prepared and approved by the District, any classified employee may donate up to three (3) days (24 hours) accumulated and unused Sick Leave days to another classified employee who has suffered a long-term illness or disability and who has exhausted all fully paid leaves. (Current year Sick Leave days advanced, but not yet earned, may not be donated.) No more than three (3) days (24 hours) per fiscal year may be donated by a classified employee to another classified employee.

(b) Leave may be donated only (by) or (to) classified employees who have provided at least two (2) years of continuous service as an employee of the District.

(c) The determination of whether a request for donation should be approved shall be within the discretion of the Superintendent or the Superintendent's designee. Determinations shall not be precedent-setting and shall not be subject to the grievance procedure.

(d) The Association agrees that it will not file, on its own behalf or on behalf of any member of the unit, any grievance, claim or lawsuit of any kind related to any attempt to retrieve any donated Sick Leave by any unit member.

12.7 CSEA Leave

12.7.1 Conference Leave

The District shall grant no more than four (4) unit members per year release time to attend the annual CSEA State Conference. In order to be eligible, the unit member must be an appointed representative of CSEA, and its Chapter 413. The Association shall notify the District of the dates required for attendance. The total number of days of compensation shall be no more than five (5) per year, per unit member.

12.7.2 Release Time for President

The President of CSEA, and its Chapter 413 shall be granted paid release time to attend meetings called by the District Superintendent or Assistant Superintendent of Human Resources and Development, if the meetings occur during the President's assigned work hours, and if the President would otherwise be in paid status. This provision will apply only to the President or to the President's designee if the President is unable to attend a particular meeting.

12.7.3 A total of up to thirty (30) days of paid leave shall be granted the CSEA President or his/her designee, each year to perform CSEA functions. Whenever possible, the President shall notify the District at least two (2) days prior to taking such a leave.

12.8 Vacation

12.8.1 All unit members are provided paid vacations pursuant to the sub-sections listed below. Regular employees on less than a 12-month, 40-hour week basis shall be granted vacation time in proportion to the percentage of full-time service rendered. The anniversary date of employment for each unit member will be the determining factor in computing days of earned vacation.

12.8.1.1 One (1) through five (5) years of service – one (1) day vacation earned per month of service.

12.8.1.2 Six (6) through ten (10) years of service – one and one-fourth (1-1/4) days vacation earned per month of service

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- 12.8.1.3 Eleven (11) through fifteen (15) years of service – one and one half (1-1/2) days vacation earned per month of service.
- 12.8.1.4 Sixteen (16) through twenty (20) years of service – one and three-fourths (1-3/4) days vacation earned per month of service.
- 12.8.1.5 Twenty-one (21) or more years of service – two (2) days vacation earned per month of service.
- 12.8.1.6 “Month of Service” is defined as an employee in paid status for one-half or more of the working days in the month. An employee in paid status less than one-half the working days in a month in which they are scheduled to work, will accrue vacation on a pro-rated basis of 0.03846 for each hour the employee is in paid status, not including overtime.
- 12.8.2 For less than twelve (12) month employees, who work less than one half of any month during their scheduled work calendar, two months of the year, will receive an accrued vacation day, not pro-rated accrual.
- 12.8.3 Earned vacation will be credited as of July 1 each fiscal year.
- 12.8.4 Excess Vacation
 - 12.8.4.1 For all unit members, vacation must be taken by the end of the following fiscal year (ending June 30) except that if the unit member is not permitted to take full annual vacation, the amount not taken shall be paid for in cash. Unit members are encouraged to take their accrued vacation days no later than the end of the fiscal year following the year in which they accrue. If a unit member is unable to take all accrued vacation days, their excess vacation balance will be cashed out following the end of the fiscal year. Excess vacation balance is defined as the difference between the number of vacation days the unit member has accrued and those accumulated by the unit member in one work year. Unit members may roll over one year of vacation.

12.8.5 Designated Vacation

- 12.8.5.1 For all less than twelve (12) month unit members, ten (10) vacation days, which the District and CSEA will meet and predetermine, shall be fixed on the annual work year calendar. Unit members who accrue more than 10 days vacation will be allowed to take the additional accrued vacation during the school year on non-school or school days. A unit member wishing to take a vacation day on a non-school day, other than the predetermined days on the work year calendar, must notify the payroll office in writing by the payroll cutoff date prior to the month in which payment is desired. An employee wishing to take a vacation day on a school day, must get prior approval of the District. Unit members should make their supervisors aware of the need for vacation at least five (5) days before taking vacation. Vacation requests will not be unreasonably denied. A unit member may be granted vacation during the school year even though not earned at the time the vacation is taken. In the event a unit member terminates employment and has used unearned vacation credit, such unearned, but used vacation shall be deducted from the unit member’s last warrant.

12.9 Maternity Leave

- 12.9.1 A leave of absence without pay may be granted a female unit member during any period of her pregnancy. Such leave will be requested a minimum of thirty (30) days in advance of the leave commencement date. The leave will continue until that date following childbirth or miscarriage that the unit member is able to return to work as certified by a licensed physician or a recognized practitioner.
- 12.9.2 Pregnancy Disability Leave – The female unit member may elect to utilize Sick Leave during any period of disability resulting from pregnancy, miscarriage, childbirth, or the recovery therefrom. The dates of such disability shall be certified by the unit member’s physician or recognized practitioner.

12.10 Parental Leave

- 12.10.1 A unit member who has been employed with the District for at least one year may request a leave of absence due to the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member (“Parental Leave”), as follows:
 - 12.10.1.1 When the unit member has exhausted all available Sick Leave, and continues to be absent from his or her duties on account of Parental Leave pursuant to the California Family Right Act (“CFRA,” Government Code 12945.2), the unit member shall receive fifty percent (50%) differential pay for the remaining portion of the 12 workweeks of Parental Leave.
 - 12.10.1.2 A unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take Parental Leave under this section. However, Parental Leave under this section runs concurrently with CFRA leave and a unit member will receive one 12-workweek period of Parental Leave during any 12-month period.
 - 12.10.1.3 If a unit member seeks to take Parental Leave, as specified above, but has not exhausted all available Sick Leave, the unit member may use Sick Leave for Parental Leave purposes. However, the 12-weeks of paid Parental Leave shall only be available to members who exhaust all Sick Leave before or during the 12-week period and shall be reduced by any such period of Sick Leave taken during the 12-week period of Parental Leave.
 - 12.10.1.4 Nothing in this section shall be interpreted to prohibit a unit member who does not wish to exhaust his or her Sick Leave from requesting and receiving up to 12 school weeks of unpaid

1 leave for child bonding purposes under the CFRA, so long as the unit member qualifies for
2 such leave.
3 12.10.1.5 The foregoing provisions are intended to comply with the Education Code section 45196.1
4 (AB 2393).
5 12.10.1.6 If a unit member has exhausted the 12-week period of Parental Leave paid at 50% differential
6 pay, as set forth above, and seeks to continue such Parental Leave, the unit member may
7 request additional unpaid leave of absence which, in combination with the 12-week leave,
8 shall not exceed six (6) months.
9 12.10.2 Under special circumstances, a child rearing leave of one (1) year may be granted for purposes of
10 attending a dependent child.

11 12.11 Military Leave

12 12.11.1 By request, a bargaining unit member who enters or is recalled to active duty shall be granted
13 a leave of absence for the period of such enlistment or required service in accordance with the law.
14 The unit member shall provide any and all active-duty military orders to the District as soon as
15 practicable.
16 12.11.2 Active-duty military leave shall not constitute a break in service as long as the unit member returns to
17 work within the legally-allowed time frame.

18 12.12 Designated Person

19 12.12.1 Unit members accessing leave pursuant to the CFRA (Government Code section 12945.2): Healthy
20 Workplaces, Healthy Families Act (Labor Code sections 245 through 249); and Kin Care (Labor Code
21 section 233) may access leave to care for the individuals permitted under those statutes, including a
22 "designated person." Unit members may only identify one "designated person" and that individual shall
23 remain the "designated person" for purposes of the statute authorizing the leave for the 12-month period
24 commencing on the date of the unit member's request for leave to care for that "designated person."
25

26 ARTICLE 13: HOLIDAYS

27
28 13.1 Scheduled Holidays

29 The District agrees to provide all unit members with the following holidays:

- 30 13.1.1 New Year's Day – January 1
- 31 13.1.2 Lincoln's Day – A District selected Friday or Monday in February
- 32 13.1.3 President's Day – the third Monday in February
- 33 13.1.4 Memorial Day – the last Monday in May
- 34 13.1.5 Independence Day – July 4
- 35 13.1.6 Labor Day – the first Monday in September
- 36 13.1.7 Admission Day – September 9 (a floating holiday to be taken on day mutually agreed upon by employee
37 and immediate supervisor)
- 38 13.1.8 Veteran's Day – November 11
- 39 13.1.9 Thanksgiving Day – the Thursday in November proclaimed by the President
- 40 13.1.10 The Friday following Thanksgiving Day
- 41 13.1.11 Christmas Eve – December 24
- 42 13.1.12 Christmas Day – December 25
- 43 13.1.13 Friday of Spring Recess
- 44 13.1.14 Martin Luther King Day
- 45 13.1.15 Birthday Holiday (a floating holiday to be taken on day mutually agreed upon by employee and
46 immediate supervisor)
- 47 13.1.16 Juneteenth (effective June 19, 2023)

48 13.2 Holidays on Saturday or Sunday

49 When a scheduled holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that
50 holiday. When a scheduled holiday falls on a Sunday, the following workday not a holiday shall be deemed to
51 be that holiday.

52 13.3 Holiday Eligibility

53 Except as otherwise provided in this section, a unit member must be in a paid status on the working day
54 immediately preceding or succeeding the holiday to be paid for the holiday.

- 55 13.3.1 Unit members who are not normally assigned to duty during the school holidays of December 24,
56 December 25, and/or January 1 shall be paid for those holidays provided that they were in a paid status
57 during any portion of the working day of their normal assignment immediately preceding or succeeding
58 the holiday period.

59
60 ARTICLE 14: GRIEVANCES

61
62 14.1 Definitions

63 14.1.1 A "grievance" is defined as a formal written statement by a unit member alleging that the District has
64 violated or misapplied a specific and express term of this Agreement and by reason of such violation
65 or misapplication of the employee's rights have been adversely affected. Actions to challenge or
66 change the policies of the District as set forth in the rules and regulations or administrative regulations

- and procedures are not considered grievances. Other matters which by agreement are excluded from this procedure or for which a specific method of review is provided by law, by the rules and regulations of the Governing Board, or by the administrative regulations and procedures of this School District, are not within the scope of this procedure.
- 14.1.2 A grievant may be any member, or group of members of the bargaining unit covered by the terms of this agreement, or the Association.
- 14.1.3 A "day" is any day on which the central administrative office of the San Marcos Unified School District is open for business.
- 14.2 Time Limits
- 14.2.1 It is the purpose of this procedure to provide a mechanism for review and, hopefully, to resolve grievances at the lowest possible administrative level.
- 14.2.2 If a grievance is not processed by the aggrieved party in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running out of time shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step. Time limits may be lengthened or shortened in a particular case by mutual written agreement.
- 14.3 Informal Level
- 14.3.1 Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the immediate supervisor. The grievant may elect to be represented by a CSEA representative.
- 14.4 Formal Level
- 14.4.1 Level I
- 14.4.1.1 Within thirty (30) days after the occurrence of the act or omissions giving rise to the grievance, or within thirty (30) days from the date the unit member and/or CSEA could reasonably have known of the occurrence, the grievant must present the grievance in writing on the District provided form to the immediate supervisor. The grievant may be represented by a CSEA representative.
- 14.4.1.2 This statement shall be a clear, concise statement of the grievance, citing the specific section of this contract upon which the grievant bases the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- 14.4.1.3 The supervisor shall communicate the supervisor's decision to the bargaining unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- 14.4.1.4 Within the above time limits either the grievant or the supervisor may request a personal conference with the other party.
- 14.4.2 Level II
- 14.4.2.1 In the event the grievant is not satisfied with the decision at Level I, the employee, or the Association shall appeal the decision on the appropriate form to the Superintendent or designee within ten (10) days.
- 14.4.2.2 This statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 14.4.2.3 The Superintendent or designee shall communicate the decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent or designee may request a personal conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.
- 14.4.3 Level III
- In the event the grievant is not satisfied with the decision at Level II, the grievant, or the Association may, within ten (10) days after receiving the decision at Level II, submit the grievance to mediation in an attempt to informally resolve all issues before a mediator provided by the State Mediation and Conciliation Service. If the grievance is not resolved in mediation, the grievant may appeal to Level IV, provided such appeal is submitted within ten (10) days after the last mediation session.
- 14.4.4 Level IV
- In the event the grievant or the Association is not satisfied with the outcome of mediation at Level III, the grievant or the Association may, within ten (10) days after the last mediation session, request the Association to submit the grievance to arbitration. The Association, by written notice to the Superintendent within ten (10) days after receipt of the request, may submit the grievance to arbitration via the American Arbitration Association and proceed under the voluntary rules of said Association (AAA). The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within ten (10) working days, a joint request shall be made to the American Arbitration Association (AAA) requesting a list of arbitrators be submitted. The cost for the services of the AAA shall be mutually shared by the Association and the District. If any question arises as to whether a particular dispute involves the interpretation, meaning or application of any of the provisions of this Agreement, such question will first be ruled upon by the arbitrator selected to hear the dispute. The arbitrator so selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue a decision not later than thirty (30) days from the date of the

1 close of the hearings, or, if oral hearings have been waived, then from the date the final statements
2 and proofs are submitted to arbitrator.
3 The arbitrator's decision will be in writing and will set for the findings of fact, reasoning and conclusions
4 on the issues submitted. The arbitrator will be without power or authority to make any decision which
5 requires the commission of an act prohibited by law or which is volatile of the terms of this Agreement.
6 The decision of the arbitrator shall be binding. The arbitrator shall have no power to add to, subtract
7 from, or modify the terms of this Agreement or the written policies, rules, regulations and procedures
8 of the District; nor shall the arbitrator be empowered to render a decision on issues not before the
9 arbitrator. The arbitrator shall not consider any issue raised by the grievant unless it was known by the
10 District in an earlier level of this grievance procedure. The decision of the arbitrator will be submitted
11 to the Superintendent and the Association. The costs for services of the arbitrator, including per diem
12 expenses, if any, and travel and subsistence expenses and the cost of any hearing room will be borne
13 by the District and Association. All other costs will be borne by the party incurring them. In the event
14 the PERB establishes a list of arbitrators and rules for proceeding with arbitration, the parties shall
15 substitute such lists, rules and proceedings for arbitration at this level.

16
17 Miscellaneous

- 18 1. If, in the mutual judgment of the Association and the District, a grievance affects a group or
19 class of unit members, the Association may initiate and submit such grievance in writing to the
20 Superintendent directly and the processing of such grievance will be commenced at Level 2.
21 2. If a grievance arises from action or inaction on the part of a member of the administration at a
22 level above the principal or immediate superior, the aggrieved person shall submit such
23 grievance in writing to the Superintendent and the Association. If the Superintendent agrees to
24 waive Level 1; the processing of such grievance will be commenced at Level 2.
25 3. Decisions rendered at Levels 1 and 2 of the grievance procedure will be in writing setting forth
26 the decision and the reasons therefore and will be transmitted promptly to all parties in interest
27 and to the President of the Association. Time limits for appeal provided in each level shall begin
28 the school day following receipt of the written decision by the parties in interest.
29 4. When it is necessary for a member of the Association or other representative designated by the
30 Association to attend a grievance meeting or hearing during the school day, the representative
31 will, upon notice to the Superintendent by the President of the Association, be released without
32 loss of pay as necessary in order to permit participation in the foregoing activities. Any unit
33 member whose appearance in such meetings or hearings as a witness is necessary will be
34 accorded the same right. All documents, communications and records dealing with the
35 processing of a grievance will be filed in a separate grievance file and will not be kept in the
36 personnel file of any of the participants. If any question arises as to the arbitrability of the
37 grievance, such question will be ruled upon by the arbitrator before the arbitrator rules upon the
38 merits of the grievance.

39 14.5 Release Time

- 40 14.5.1 Designated Representatives of CSEA, as provided for in Article 3: CSEA Rights, shall be provided a
41 reasonable amount of release time for the purposes of representation under the formal levels of this
42 Article.
43

44 **ARTICLE 15: SAFETY**

- 45
46 15.1 Normally, no unit member shall be required to work under unsafe conditions or to perform tasks which endanger
47 the health, safety or wellbeing of the employee.
48 15.2 Unit members shall advise their immediate supervisors as soon as they identify real or potential unsafe
49 conditions.
50 15.3 The District will provide one pair of protective footwear to each unit member who is required by the District to
51 use such footwear on the job. Replacement of footwear, after the initial pair is furnished, will be at District
52 expense upon the request of the unit member or the immediate supervisor, subject to the approval and direction
53 of the appropriate department director. Replacement of footwear shall occur no later than after every twelve (12)
54 month period.
55

56 **ARTICLE 16: MISCELLANEOUS**

57
58 16.1 Preparation and Distribution of Agreement

- 59 16.1.1 The District will prepare and deliver to CSEA one hundred (100) copies of this Agreement. The District
60 will provide one (1) copy of the Agreement to each new employee of the District who is employed in a
61 bargaining unit position. The District will post a complete and current copy of this Agreement on its
62 website at all times.

63 16.2 In-Service Training

- 64 16.2.1 Should the District require or approve a unit member's participation in any form of in-service training
65 program, the unit member shall suffer no loss of compensation. The unit member shall be reimbursed
66 for the total costs of tuition, fees, or books if any, when such costs are incurred as a result of District
67 approved or directed participation.

- 1 16.3 Personnel Files
- 2 16.3.1 Any unit member may upon reasonable notice to the District Human Resources and Development
- 3 Office review material in the employee's personnel files outside the employee's assigned duty hours
- 4 subject to the following:
- 5 16.3.1.1 Such material is not to include ratings reports or records which
- 6 (a) were obtained prior to the employment of the unit member involved;
- 7 (b) were prepared by identifiable examination or screening committee members; or
- 8 (c) were obtained in connection with a promotional examination.
- 9 16.3.2 Information of a derogatory nature, except material mentioned in 16.3.1.1, shall not be permanently
- 10 filed in the employee's personnel file until the unit member is given notice of such material and an
- 11 opportunity to comment thereon. Ten (10) working days shall be deemed an opportunity in this instance
- 12 during which time a unit member shall have the right to enter and have attached to any such derogatory
- 13 statement(s) the employee's own comments thereon. The opportunity for review shall, at the request
- 14 of the unit member, take place during the unit member's normal working hours without loss of
- 15 compensation.
- 16 16.3.3 The compliance with procedures set forth in this section shall be subject to the Grievance Article of this
- 17 Agreement; however, the content of any document in the unit member's personnel file shall not be the
- 18 subject of review under that procedure.
- 19 16.4 Miscellaneous
- 20 16.4.1 Volunteer Workers
- 21 The bargaining unit will be advised by the District prior to the use of volunteers in the schools. In the
- 22 use of volunteers, it is intended that the work to be performed is for the service over and above that
- 23 which current employee staffing allocation supports. The occasional use of volunteer labor shall not
- 24 be used to displace bargaining unit members or positions.
- 25 16.4.2 An agreed upon bargaining unit member will be on site working in partnership with the volunteers at
- 26 the time the volunteers are present. Said bargaining unit member shall be paid for this time worked at
- 27 the employee's appropriate rate of pay as per contract.
- 28 16.4.3 The parties recognize the desire by individuals and/or community groups to offer their donation of work
- 29 in order to perform incidental or cosmetic type work in an effort to improve the appearance of school
- 30 facilities. The District may accept the donation of work providing that it does not result in the layoff or
- 31 reduction of bargaining unit members or positions. The District agrees not to advertise for donated
- 32 work.
- 33 16.5 Public Service Programs
- 34 16.5.1 The District may participate in public service programs sponsored by local, state, and federal agencies,
- 35 including programs charged with performing incidental or cosmetic work in an effort to improve the
- 36 appearance of district facilities. Such programs shall not be used to displace bargaining unit members
- 37 or positions.
- 38 16.5.2 An agreed upon bargaining unit member will be on site working in partnership with the workers at the
- 39 time the workers are present. Said bargaining unit member shall be paid for this time worked at the
- 40 employee's appropriate rate of pay as per contract.
- 41 16.6 Contracting/Sub-Contracting Out
- 42 The District will implement the following procedures, developed jointly by the District and the
- 43 Association, when making decisions concerning the assignment of needed work to district employees
- 44 or an outside contractor.
- 45 16.6.1 The District will determine the project to be completed.
- 46 16.6.2 The District will reasonably ensure that similar projects that are expected to be completed in the current
- 47 fiscal year need not be combined into one project in accordance with applicable law.
- 48 16.6.3 Any project with a total man hour requirement in excess of 350 hours will be let to bid in accordance
- 49 with the Public Contracts Code, Section 20114.
- 50 16.6.4 Any project expected to exceed \$15,000 will be properly bid and let to the lowest responsible bidder,
- 51 in accordance with the Public Contracts code, Section 20111.
- 52 16.6.5 Any project not requiring bidding by outside contractors will be scheduled by the District, to be
- 53 completed by District personnel within a reasonable time period.
- 54 16.6.6 The District will determine if current employees have the necessary skills and are available to complete
- 55 the project within the established reasonable time period. If there are current employees with the
- 56 necessary skills and availability, the project will be assigned to those employees.
- 57 16.6.7 No projects will be scheduled with such short timeline that the timeline creates the necessity to contract
- 58 out the project.
- 59
- 60

ARTICLE 17: CONCERTED ACTIVITIES

- 61
- 62 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal or failure
- 63 to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the
- 64 District by CSEA or its officers, agents, or members, during the term of this Agreement, including compliance
- 65 with the request of other labor organizations to engage in such activity.

- 1 17.2 CSEA recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement
2 and to make every effort toward including all unit members to do so. In the event of a strike, work stoppage,
3 slow-down, or other interference with the operations of the District by unit members who are represented by
4 CSEA, CSEA agrees in good faith to take all necessary steps to cause those unit members to cease such action.
5 17.3 It is agreed and understood that any unit member violating this Article may be subject to discipline up to and
6 including termination by the District.
7 17.4 It is understood that in the event this Article is violated the District shall be entitled to withdraw any rights,
8 privileges or services provided for in this Agreement or in District policy from any unit member and/or CSEA.
9

10 **ARTICLE 18: EFFECTS OF LAYOFF**

- 11
12 18.1 A layoff for the purpose of this Article shall be considered as an involuntary separation of a permanent or
13 probationary classified employee from active service due to lack of funds and/or lack of work as a result of a
14 bona fide reduction or elimination of the service performed by any department or when re-employment,
15 reassignment or displacement (bumping) rights of an employee cause such an action.
16 18.1.1 Any reduction in regularly assigned time shall be considered a layoff under the provisions of this
17 Article.
18 18.2 Layoffs shall be conducted on a District-wide basis, in reverse order of seniority in the job classification in
19 which the layoff occurs.
20 18.2.1 The employee, who has been employed the shortest time in the class plus higher classes, shall be
21 laid off first.
22 18.2.2 Seniority will be determined by date of hire into the classification.
23 18.2.3 If two (2) or more employees subject to layoff have equal seniority, then the determination shall be
24 made by lot.
25 18.3 When a layoff of classified employees is anticipated by the administration and at least forty-eight (48) hours
26 before any Board action is taken on layoff of classified employees, the District shall notify CSEA in writing by
27 email of the proposed action. With such notification, the District will provide CSEA with an updated seniority
28 roster for the classification in which the layoff is anticipated, a list of positions and/or hours to be reduced or
29 eliminated and documents supporting the need for layoff. Upon written request, the District shall meet with
30 CSEA to discuss the proposed layoff at a mutually scheduled meeting.
31 18.4 Employees may challenge their place on the seniority roster by making objections to the administrator in
32 charge of Classified Personnel who shall review the objections and conduct an audit if requested and make
33 the results of such audit known to CSEA and the employee(s) prior to the effective date of any layoff(s)
34 involving such employee(s).
35 18.5 After a Board action has been taken on a layoff, a written notice of layoff shall be sent by certified mail to
36 affected employees, to their last address given to the District, or presented by personal service by their school
37 administrator or District management, no later than March 15th. A termination interview with the administrator
38 in charge of Classified Personnel may be scheduled during normal working hours, if requested by the
39 employee. A copy of each notice shall be concurrently sent by District email to the President of the CSEA local
40 chapter.
41 18.6 If during the term of this Agreement it is determined, pursuant to Section 18.4 of this Article, that an employee
42 has been improperly laid off and would have been otherwise entitled to employment, said employee shall be
43 re-employed immediately upon discovery of the error and shall be reimbursed by the District for any loss of
44 salary. Additionally, seniority, step placement, vacation and sick leave hours shall be reinstated as if there
45 were no interruption in service.
46 18.7 A permanent or probationary classified employee who is laid off from a classification and who has previous
47 service in an equal or lower class shall have the right to bump an employee with less seniority in that class.
48 Seniority shall include the total of the previous service in the equal or lower class plus service in the class from
49 which layoff occurs and in higher classes.
50 18.8 A permanent or probationary employee who has been laid off for lack of work or lack of funds and after
51 exercising their bumping rights may accept a voluntary demotion to a vacant position in a lower class or
52 transfer to an equal class, provided that the employee is qualified to perform the duties thereof and provided
53 further that the Governing Board approves such reassignment. Such employees shall maintain their
54 reemployment rights as defined in this Article.
55 18.9 No regular employee shall be laid off from any position while employees serving under limited-term
56 appointment are retained in positions of the same classification unless the regular employee declines the
57 limited-term position.
58 18.10 Laid off employees are eligible for reemployment in the classification from which laid off for a thirty-nine (39)
59 month period from the effective date of layoff and shall be re-employed in the reverse order of layoff, as
60 vacancies become available but after meeting the transfer and promotion provisions of the Agreement
61 between the District and CSEA.
62 18.11 Laid off employees who, at the time of layoff, took voluntary demotions or voluntary reductions in assigned
63 time shall be, at the employee's option, returned to a position in their former classification or to a position with
64 increased assigned time as vacancies become available but after meeting the transfer and promotion
65 provisions of the Agreement between the District and CSEA and for a period of sixty-three (63) months from

- 1 the effective date of layoff. Such employees shall be ranked in accordance with their seniority on the
- 2 reemployment list(s).
- 3 18.12 An employee who is laid off and is subsequently eligible for reemployment shall be notified by the District, via
- 4 a phone conversation, of openings in a timely manner. After a phone conversation takes place, the District
- 5 shall notify the President of the CSEA local chapter via email.
- 6 18.13 An employee on a reemployment list shall have two (2) calendar days to respond to an offer of reemployment
- 7 from the date of the phone conversation. Any acceptance by such employee of an assignment to a
- 8 classification lower than the classification from which the employee was laid off or to the same classification
- 9 but with fewer hours shall not affect the employee's original thirty-nine (39) month rights to reemployment in
- 10 the employee's former classification and with the same number of hours. An employee given an offer of
- 11 reemployment does not need to accept reemployment to maintain eligibility on the reemployment list provided
- 12 the employee notifies the District of the refusal or acceptance of reemployment within two (2) calendar days
- 13 from receipt of the reemployment offer. If the employee accepts reemployment, the employee must report to
- 14 work within fifteen (15) calendar days following receipt of the reemployment offer unless a later reporting date
- 15 is indicated on the reemployment offer.
- 16 18.14 Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is
- 17 subsequently re-employed by the District. Step placement on the salary schedule shall be the same as on the
- 18 layoff date.
- 19 18.15 Sick leave hours earned and unused at time of layoff shall be restored upon reemployment.
- 20 18.16 Vacation and compensatory time earned and unused at the time of layoff shall be computed and paid off with
- 21 the final warrant due the employee.
- 22 18.17 Employees to be laid off shall be permitted to use up to two (2) days of available personal necessity leave for
- 23 the purpose of seeking other employment.
- 24 18.18 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial
- 25 inability to pay salaries of classified employees, nor layoff for lack of work resulting from causes not
- 26 foreseeable or preventable by the Governing Board, without the sixty (60) calendar day notice to the affected
- 27 employees.

ARTICLE 19: SAVINGS PROVISION

- 31 19.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such
- 32 provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions
- 33 will continue in full force and effect.

ARTICLE 20: SUPPORT OF AGREEMENT

- 37 20.1 The District and CSEA agree that it is to their mutual benefit to encourage the resolution of differences through
- 38 the meet and negotiation process. Therefore, it is agreed that CSEA will support this Agreement for its term and
- 39 will not appear before any public bodies to seek change or improvement in any matter subject to the meet and
- 40 negotiation process except by mutual agreement of the District and CSEA.

ARTICLE 21: EFFECT OF AGREEMENT

- 44 21.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District
- 45 practices and procedures and over State Laws to the extent permitted by State Law and that in the absence of
- 46 specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE 22: COMPLETION OF MEET AND NEGOTIATION

- 51 22.1 Completion of Meet and Negotiation
- 52 Opening negotiations at times other than the terms currently specified in Article 23 may be done with the written
- 53 consent of both parties.

ARTICLE 23: TERMS AND RENEGOTIATION

- 57 23.1 This agreement shall remain in full force and effect from July 1, 2021, up to and including June 30, 2024, with
- 58 reopeners of one (1) article from each party for 2022-2023 and 2023-2024.
- 59 23.2 No later than March 15, of each school year both parties shall submit to one another their complete proposal to
- 60 amend this Agreement. Negotiations shall commence no later than April 15, or at a date mutually acceptable to
- 61 the parties.
- 62 23.3 Negotiation sessions shall take place in mutually agreed upon locations at mutually agreed upon times on
- 63 mutually agreed upon dates.
- 64 23.4 Either party may use the services of outside consultants.

ARTICLE 24: ANNUAL WORK DAYS

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24.1 AM/PM Kids on Campus

- 24.1.1 No later than ten (10) days prior to the commencement of each school year, the District shall post and keep posted a complete list of each AM/PM KOC position at each site, and the hours associated with each position.
- 24.1.2 No later than ten (10) days prior to the commencement of each school year, the District shall maintain one seniority list in the KOC Department which shall remain posted. This master seniority list shall be used for selecting KOC positions.
- 24.1.3 No later than two (2) days prior to the commencement of each school year, AM/PM KOC employees shall be allowed to bid for positions in seniority order, beginning with the leader most senior and proceeding in order of descending seniority. Disputes of equal seniority shall be determined by lot.

24.2 Paychecks

All classified employees working a 209-day calendar or more, will be paid in twelve (12) equal paychecks. Classified employees working less than a 209-day calendar will be paid monthly for actual days worked.

ARTICLE 25: TRANSPORTATION

- 25.1 Prior to the commencement of each school year, the District shall designate all home-to-school bus routes for the coming year as either (1) a special education route; or (2) regular education routes. These routes will include two in-service days.
- 25.2 At least four (4) workdays prior to the commencement of each school year, and prior to each bidding process, the District shall post and keep posted a complete and detailed list of each bus route available under categories listed in (1) and (2) above. The listing shall include the number of hours for each route and the bus number(s) available for the assignment/route. Each bus selected must be appropriate for the assignment/route. The District may change bus assignments when necessary due to changes in routes and equipment. Any changes implemented under this provision shall be completed on a seniority basis within the vehicle series required. The hours for each route shall include rest and other non-driving paid time. The stated number of hours per route shall indicate how much time is driving, how much is rest and meal breaks (if required) and how much is other non-driving paid time.
- 25.3 Prior to the commencement of each school year, the District shall maintain one seniority list in the Transportation Department which shall remain posted. This master seniority list shall be used for selecting all routes.
- 25.4 Prior to the commencement of each school year, the bidding process shall occur.
- 25.5 Transportation seniority will be determined by date of hire for bidding and routes.
- 25.6 Bus Drivers and Bus Driver Aides shall be allowed to bid for routes in seniority order, beginning with the Bus Driver/Bus Driver Aide most senior, and proceeding in order of descending seniority. If employees are hired on the same date, seniority shall be given to the employee with the greatest number of pre-employment substitute days as a Bus Driver/Bus Driver Aide in the San Marcos Unified School District.
- 25.7 All routes shall be re-bid as follows:
 - 1) End of September with a start date of October 1st.
 - 2) End of December with a start date of January 1st.
 - 3) End of March with a start date of April 1st.
- 25.8 At the beginning of each school year, the District shall maintain at least five (5) master field trip lists which shall be posted and shall remain posted at a location in the Transportation Department. All field trip work shall be completed on a voluntary basis.
 - 25.8.1 List (a) shall pertain to weekday field trips that begin in the morning.
 - 25.8.2 List (b) shall pertain to weekday field trips that begin in the afternoon.
 - 25.8.3 List (c) shall pertain to all weekday trips that are seven and one-half (7 ½) hours or more.
 - 25.8.4 List (d) shall pertain to all overnight trips, all weekend field trips and holiday trips, except those covered by list (e).
 - 25.8.5 List (e) is voluntary, selected by seniority, (Bus Drivers sign up to participate). Trips pertaining to list (e) are normally held on "unassigned time," such as, but not exclusively, winter break and spring break. These trips shall consist of, for example, sporting trips, academic teams, or KOC (Kids on Campus).
 - 25.8.6 Each list except list (e) shall consist of members of the bargaining unit who are assigned as Bus Drivers listed in order of seniority based on date of hire.
 - 25.8.7 All known field trips (lists a, b, c, d, e) for the upcoming week (Monday through Sunday) will be posted on Monday by 9:00 am for selection on Tuesday. To expedite the bidding process, a selection preference sheet will be made available to employees to provide their field trip(s) selection. All field trips shall be selected in order of seniority on a rotating basis, provided that the selected field trip does not interfere with the bus driver's existing route schedule, excluding mid-day routes. Employees who are unable to select a trip due to their absence shall be skipped in this process. This process will continue until all field trips are selected. A field trip scheduled for seven and one-half (7 ½) or more hours may be selected even if it interferes with a Bus Driver's existing route schedule. The stated number of hours per field trip shall indicate how much time is driving, how much is rest and meal breaks (if required) and how much is other non-driving paid time.

- 1 25.8.8 If a Bus Driver turns down three (3) field trips on any one (1) list, excluding list (e), during the six (6)
2 month period January through June 30 or July 1 through December 31, the employee will not be
3 offered a field trip from that list during the rest of that period.
- 4 25.8.9 Every Bus Driver shall be entitled to a "twenty-four (24) hour pass" which means the Bus Driver may
5 refuse a field trip from any list offered to them only twenty-four (24) hours prior to the trip, and this
6 shall not be considered a turn down.
- 7 25.8.10 If no one accepts a trip, a Bus Driver may be assigned or the trip may be covered by a non-unit
8 member as determined by the District.
- 9 25.8.11 Employees who are unable to select a trip due to other work assignments will remain in their current
10 position on the rotation list for the next week's selection(s).
- 11 25.9 The District shall establish and maintain a seniority list of Bus Drivers and Bus Driver Aides who wish to work
12 during times of the year when they are not normally scheduled to work. Provided a Bus Driver or Bus Driver
13 Aide has indicated a desire to work and is properly certified, the District shall call a regular employee to work
14 before calling on any substitute. A regular employee, for purposes of this section, shall mean a probationary or
15 permanent regular member of the classified service. The work shall be selected on a rotating basis by seniority.
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ARTICLE 26: RECLASSIFICATION AND CLASSIFICATION REVIEW

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- 26.1 Definitions
 - 26.1.1 "Classification" means that each position in the classified service shall have a designated title, a regular minimum number of assigned hours per day, days per week and months per year, a specific statement of the duties required to be performed by the employees in each position, and the regular hourly/monthly salary ranges for each such position.
 - 26.1.2 "Reclassification of Job Classification" means the upgrading of a position to a higher classification as a result of additional duties not in the job description or the gradual increase of the duties, increase of responsibilities, or the complexity of the duties, being performed by unit members in such a position. The District and CSEA will negotiate the salary placement of the reclassification of the particular job classification and identify job duties to determine if the position is to be reclassified to an existing classification or new classification in the District.
 - 26.1.3 "Individual Reclassification" means the upgrading of an individual bargaining unit member's position to a higher classification as a result of additional duties not in the job description or the gradual increase of the duties, complexity, or responsibilities being performed by the unit member.
 - 26.1.4 "Workload" means the volume of amount of work assigned to be completed within a given period of time; e.g., if the amount of work increases but the job duties are essentially the same.
 - 26.1.5 "Out of class pay" means compensation provided to the employee for working a higher classification. Out of class pay shall be commensurate with the classification of the duties being performed
 - 26.2 Classification Review
 - 26.2.1 A classification review may be initiated for one of the following four reasons and/or at the request of the District or CSEA:
 - (a) Requested review of currently filled positions
 - (b) Review of positions that are vacated
 - (c) Referred by the Reclassification Committee
 - (d) CSEA and the District agree to meet on an annual basis to perform an audit of a specific number of Job Classifications, and update the Classification/Reclassification Request Questionnaire as needed. The District and CSEA may each present a total of up to five (5) Job Classifications to be audited during a given school year, unless a different amount is agreed to by written mutual agreement.
 - 26.3 Reclassification Criteria
 - 26.3.1 Reasons for reclassification
 - 26.3.1.1 A gradual increase of duties, or complexity of the duties, being performed by the unit member.
 - 26.3.1.2 The purpose(s) and/or function(s) of the position of classification have been permanently changed by the District beyond the job descriptions.
 - 26.3.2 Reasons that are not a basis for reclassification:
 - 26.3.2.1 Workload increases
 - 26.3.2.2 Seniority or length of service
 - 26.4 Reclassification Procedures
 - 26.4.1 A Request for Reclassification using the "Classification/Reclassification Request Questionnaire" (Appendix 1) may be initiated by an employee, supervisor, administrator, CSEA, or the Assistant Superintendent of Human Resources and Development. Completed requests must be submitted by December 1 for implementation on July 1 of the following year if approved. Reclassification requests shall not be made in consecutive school years.
 - 26.4.2 The completed Questionnaire will be submitted electronically via the District's electronic platform by employee no later than December 1. The platform will send the form to the immediate supervisor/site

- 1 principal or the Assistant Superintendent of Human Resources and Development for review. The
2 Supervisor/Administrator will complete the Supervisor Review Form (Appendix 2) no later than January
3 15 and submit it electronically via the District's electronic platform, , to the Assistant Superintendent of
4 Human Resources and Development.
- 5 26.4.3 After receipt of the completed "Reclassification Request Questionnaire" and the Supervisor Review Form,
6 the Assistant Superintendent of Human Resources and Development will convene a six-member
7 Reclassification Committee. The Reclassification Committee shall be comprised of three District
8 Administrators selected by the Assistant Superintendent of Human Resources and Development and
9 three classified employees of the District selected by CSEA. The District shall not appoint an
10 administrator to the committee if that administrator has an employee who is up for review, CSEA shall
11 not appoint an employee who is up for review or that supervises an employee who is up for review. The
12 Reclassification Committee will be chaired by the Assistant Superintendent of Human Resources and
13 Development. The Reclassification Committee will review the duties and responsibilities of the position
14 for which the reclassification has been requested. The Assistant Superintendent of Human Resources
15 and Development will not vote on recommendations unless the committee is deadlocked. If the
16 committee is deadlocked, the Assistant Superintendent of Human Resources will first confer with the
17 CSEA President or designee prior to voting. The CSEA President or designee will have the right to
18 attend the reclassification committee meeting.
- 19 26.4.4 The Assistant Superintendent of Human Resources and Development will provide the members of the
20 reclassification committee copies no later than February 1.
- 21 26.5 Reclassification Request Questionnaire
- 22 26.5.1 The Reclassification Request Questionnaire may be reviewed annually by CSEA and the District and
23 is attached as Appendix 1. Reclassification Request Supervisor Review Form is attached as Appendix
24 2
- 25 26.6 Reclassification Recommendation
- 26 26.6.1 Recommendation: Reclassification Approved/Denied/Referred: Upon completion of this review, the
27 Reclassification Committee will vote on whether to recommend that the position be approved for
28 reclassification, denied reclassification, or referred for classification review
- 29 26.6.2 Recommendation to Approve Reclassification: The committee may approve a reclassification request.
30 If a reclassification request is approved, title, salary range placement and date of implementation shall
31 also be recommended by the Reclassification Committee. The District and CSEA will negotiate the
32 classification changes.
- 33 26.6.3 Denial of Reclassification: A reclassification may be denied for any of the following
34 reasons:
- 35 26.6.3.1 Workload increases
- 36 26.6.3.2 Seniority or length of service
- 37 26.6.3.3 Solely for the reason of a salary increase
- 38 26.6.3.4 Incomplete application
- 39 26.6.3.5 Insufficient supporting evidence
- 40 26.6.3.6 Insufficient licenses, certificates, registrations, etc.
- 41 26.6.3.7 Other specific reason
- 42 26.6.4 Referral to Classification Review: The Reclassification Committee may recommend a reclassification
43 request for a classification review of the job description.
- 44 26.7 The Assistant Superintendent of Human Resources and Development will provide the employee(s) affected by
45 the reclassification process with written notification of the recommendation for approving the reclassification,
46 denying the reclassification, and/or referring a classification within five (5) days after the committee has
47 completed its recommendation. If the appeal is denied, reason(s) stated in Article 26.6.3 shall be included within
48 the denial.
- 49 26.8 If an employee is denied reclassification and believes that there may be additional information about the position,
50 duties and responsibilities that were not submitted with the Reclassification Request Questionnaire," the
51 employee may appeal the action of the committee. This new/additional information must be submitted in writing
52 within five (5) school days after the individual receives written notice of the Committee's recommendation. The
53 employee must notify the Assistant Superintendent of Human Resources and Development that new information
54 will be submitted and must provide the additional information in writing. The additional information will be
55 evaluated by the reclassification committee. If the results of such a review result in a change in the
56 recommendation of the reclassification committee, this change will be submitted to the Superintendent for
57 approval. The Assistant Superintendent of Human Resources and Development will provide the employee(s)
58 affected by the reclassification appeal written notification of the recommendation. This shall be done within five
59 (5) school days after the committee's recommendation is made.
- 60 26.9 The Reclassification process, excluding appeal responses, should be completed no later than March 30. The
61 appeals process will be completed by April 30. A reclassification request referred to a Classification Review shall
62 not be subject to this April 30 deadline. Results of the Reclassification process are final.
- 63 26.10 Any approved reclassification will not be eligible for additional out of class pay for work performed prior to the
approval date of the reclassification.

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The signatures below indicate agreement between the Representatives of the San Marcos Unified School District and the San Marcos CSEA, and its Chapter 413 from July 1, 2021 through June 30, 2024.

Joel Janici 01/12/2023
Date
Mary N. DeBen 1/12/2023
Date
J. Winta 1/13/23
Date
M. Sawyer 1/13/23
Date
Erica Christ 1.13.23
Date
[Signature] 1-13-23
Date


Date

Yvonne Britt 1-12-23
Date
Debra Wain 1/12/23
Date
[Signature] 1-12-23
Date
[Signature] 1-12-23
Date
[Signature] 1/13/23
Date
[Signature] 1/13/23
Date
Jacquelyne N. Heskett 1/12/2023
Date

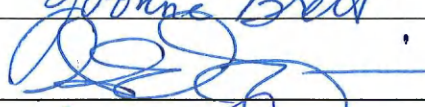
SIGNATURES

This agreement is effective April 18, 2024. The parties, by their signature below, indicate their support of this Agreement for its term.

**CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION**




Yvonne Brett

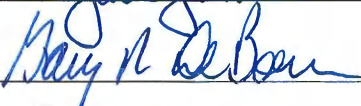


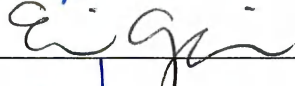
Jessica Raya

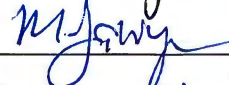
Jacqueline N. Melu-Kathoro

SAN MARCOS UNIFIED SCHOOL DISTRICT









Erica Christ

Maurice Jones



Reclassification Request Questionnaire

Submission Date _____

CSEA Contract Article 26.1.2 defines reclassification as *the upgrading of a position to a higher classification as a result of additional duties not in the job description or the gradual increase of the duties, increase of responsibilities, or complexity of the duties being performed by unit members in such a position.*

CSEA Contract Article 26.4.1 defines the procedures:

*A Request for Reclassification using the "Reclassification Questionnaire" may be initiated by an employee, supervisor, administrator, CSEA, or the Assistant Superintendent of Human Resources and Development. Completed requests **must be submitted by December 1** for implementation on July 1 of the following year. Reclassification requests shall not be made in consecutive school years.*

The completed questionnaire will be submitted electronically to the immediate Supervisor/Site Principal or the Assistant Superintendent of Human Resources and Development for review. The Supervisor/Site Principal or the Assistant Superintendent of Human Resources and Development will complete the Supervisor Review Form no later than January 15 and submit it to the Assistant Superintendent of Human Resources and Development.

If your current position meets the definition for reclassification, complete the following questionnaire and **attach a copy of your current job description**. If available, please include an organizational chart for your area of assignment.

Employee Information

First Name: _____

Last Name: _____

Work Email: _____

Phone Number: _____

Work Site/Department/School: _____

Immediate Supervisor Information

First Name: _____

Last Name: _____

Job Title: _____

Work Email: _____

Reclassification Questionnaire

What is your current Job title? _____

What is your current Salary Range? _____

What work calendar does your classification have? _____

Normal Working Hours: From _____ To _____ Hire date of current position: _____

Date printed on the current job description (if any): _____

Job title requesting to be reclassified to: _____ Salary Range: _____

Please describe any new job duties.

Are these job duties listed in your current job description? Yes No

Please describe how the new job duties are more complex than the duties listed in your current Job Description.

When did the new/more complex job duties start (to the best of your knowledge)?

Please share any additional information about how, why, and by whom the duties were assigned to you.

How often are the new/more complex duties performed? Please be specific.

What percentage of time, on average, during your work week do you spend on the new/more complex duties?

Do the new/more complex duties require any special equipment?

Do the new/more complex duties require any special licenses or certifications? (Please list, if any)



SAN MARCOS
UNIFIED SCHOOL DISTRICT
engaging students...inspiring futures

Reclassification Request Supervisor Review Form

Submission Date _____

Per Article 26.4.2 of the CSEA contract, when a unit member submits a Reclassification Questionnaire no later than December 1, the unit member's Supervisor/Administrator will complete the Supervisor Review Form **no later than January 15** and submit it electronically via the District's electronic platform to the Assistant Superintendent of Human Resources and Development.

Please carefully review the attached Reclassification Questionnaire(s) prior to completing the questions in the form below.

Immediate Supervisor Information

Name: _____

Title: _____

Employee Information (Requesting Reclassification)

Name: _____

Work Email: _____

Work Email: _____

Phone Number: _____

Work Site/Department/School: _____

Employee's current Job title: _____

Please describe in detail the elements of the reclassification request that you are in agreement with.

Please describe in detail any elements of the reclassification request that you do not agree with, or have concerns about.

Please provide any further comments that may assist the Reclassification Committee with this reclassification request.