

*Tentative Agreement  
Between the San Marino Unified School District  
and California School Employees Association (CSEA) and its Chapter 120*

**Article 8: HEALTH AND WELFARE**

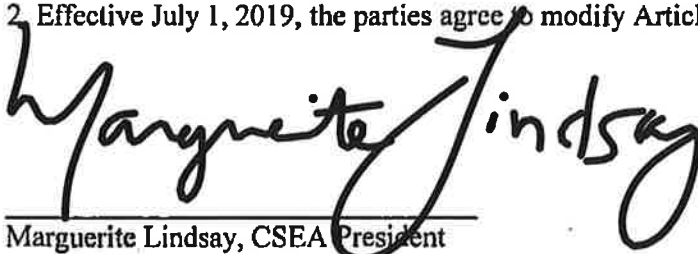
1. The District will continue to contribute 100% of employee-only coverage for HMO plans.
2. The District will continue to contribute 70% of the premium cost for the two-party and family coverage for HMO plans.
3. The District will increase its contribution by \$500 per tier, with the following maximum annual amounts for PPO plans:
  - a. PPO 1 party - \$6,500
  - b. PPO 2 party - \$9,500
  - c. PPO family - \$12,500
4. The District will continue to fully fund dental, vision and life insurance plans.

**Calendars**

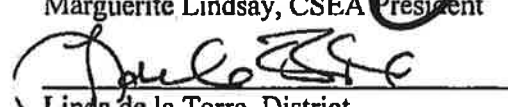
1. The 2019 - 2020 school year is agreed to as attached.

**Contract Provisions**

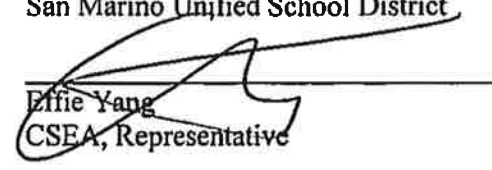
1. Effective July 1, 2019, the parties agree to modify Article 11 as reflected in the attached document.
2. Effective July 1, 2019, the parties agree to modify Article 21 as reflected in the attached document.

  
\_\_\_\_\_  
Marguerite Lindsay, CSEA President

6/20/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Linda de la Torre, District  
Assistant Superintendent, Human Resources  
San Marino Unified School District

6/20/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Effie Yang  
CSEA, Representative

6/20/19  
\_\_\_\_\_  
Date

# SMUSD

## 2019-20 Classified Employee Calendar



### Work Year Dates

Date	10-Month Employees	11-Month Employees	Instructional Aide/Paraprofessionals
8-1-19		Start Date for 11-Month Employees	
8-2-19	Start Date for Kitchen Managers		
8-5-19	Start Date for ALL Food Services Staff		
8-8-19	Voluntary CPR/First Aid Training	Voluntary CPR/First Aid Training	Voluntary CPR/First Aid Training
8-9-19	Voluntary CPR/First Aid Training	Voluntary CPR/First Aid Training	Voluntary CPR/First Aid Training
8-13-19			Start Date
8-14-19	First Day of School	First Day of School	First Day of School
2-18-20	*Admission's Day Holiday	*Admission's Day Holiday	*Admission's Day Holiday
5-28-20	Last Day of School	Last Day of School	Last Day of School
6-5-20	Last Work Day		
6-30-20		Last Work Day	

\*Admission's Day Holiday mutually agreed upon by CSEA and SMUSD on June 18, 2019

**\*\*NOTE:** In cases where Principals or Directors make adjustments to staff members' return to work and year-end work dates, please inform Payroll and Human Resources for their record-keeping purposes.

## Article 11: VACATIONS

11.1.1. Regular classified employees shall be eligible for an annual vacation, paid at the regular rate of pay earned at the time the vacation is commenced. A regular part-time employee earns vacation time proportionate to the number of hours his/her regular assignment bears to an eight (8) hour workday and to twelve (12) months a year.

11.1.2. A unit member will not be entitled to use earned vacation until completion of the probationary employment (12 months) except as provided below [Ed. Code 45197(e) states that "Earned vacation shall not become a vested right until the completion of the initial six months of employment."]:

11.1.2.1. All classified personnel working less than twelve (12) months per fiscal year shall be required to take their vacation time during the Thanksgiving, Winter and Spring Breaks as well as all other non-instructional days. The District will establish a required vacation schedule in accordance with the academic calendar.

11.1.2.3. Twelve (12) months classified personnel including Maintenance and Operations and District Office personnel shall submit their vacation requests for scheduling and approval to their immediate administrator and the Superintendent or his/her designee as follows:

11.1.2.3.1. All other twelve (12) month classified personnel, except Maintenance and Operation and District Office personnel, shall be required to take their vacations during Thanksgiving, Winter and Spring Breaks Recess, and during non-instructional days, such as certificated staff development days, summer months, etc.

11.1.2.3.2. Maintenance and operations personnel, and District Office personnel – throughout the year subject to the needs of the District.

11.1.2.4. Nothing herein shall preclude vacation requests for other times than those specified if approved by both the immediate administrator and the Superintendent or his/her designee.

11.1.2.5. Unit members may make written requests to their immediate administrator to use vacation days in minimum increments of one-half of a workday in lieu of unpaid leaves of absence. Such written requests shall be made at least three (3) working days in advance and are subject to the approval of both the immediate administrator and the Superintendent or his/her designee.

### 11.2. Limitations

11.2.1. The right to schedule vacation time, in accordance with the District's operational and personnel needs, shall be mutually agreed upon by the Classified employee, his/her immediate administrator or his/her designee.

11.2.2. Vacation time earned during any fiscal year (July 1 through June 30 following) must be taken by the end of the next fiscal year. Vacation may be carried over from the fiscal year in which it is earned to the next fiscal year in which it must be used. An employee may not have more than two years' worth of vacation days on the books at any given time. The District will payout all earned and accumulated vacation days at the end of each fiscal year for all CSEA employees. Vacation time shall be scheduled through the immediate administrator with approval of the Superintendent or his/her designee at a time not requiring the employment of a substitute whenever possible. Employees who carry over a balance into the next year and decline to use the excess leave shall have his/her vacation time set by the supervisor or the District. Excess time is defined as the amount of days on the books exceeding two years of earned leave.

~~11.2.3. If the employee's earned vacation time (subject to the provision in 11.2.2. above) cannot be reasonably scheduled during an employee's work year through no fault of the employee as determined by the District, the employee may be paid in lieu of vacation at the employee's daily rate~~

11.2.3. Approved holidays that fall during an employee's vacation shall not be charged against an employee's accumulated vacation time. ~~In the event that one or more holidays fall within a scheduled vacation period, the vacation period shall be arranged by the District so as not to deprive an employee of either holidays or vacations as expressly stated in this Agreement.~~ All unit members who are required to work and do work on California Admissions Day, September 9, shall be eligible for one additional floating holiday to be assigned by the District, in consultation with CSEA, and taken in accordance with the provisions of this Agreement.

11.2.4. For purposes of computing vacation time earned, initial employment between the first and fifteenth of the month inclusive shall be computed from the first of that month, and initial employment beginning between the sixteenth and the end of the month shall be computed from the first of the following month.

11.2.5. Upon separation from service with the District, unit members shall be entitled to compensation for all earned and unused vacation, except those unit members who have not completed six (6) months of employment in regular status. Such unit members shall not be entitled to such compensation. [Ed. Code 45197(h) states that "Upon separation from service, [the employee gets a lump sum payment for unused accrued vacation] except that employees who have not completed six months of employment in regular status shall not be entitled to such compensation."].

11.2.6. Unless the employee chooses a salary deduction, days not worked (other than leaves or District-approved holidays or as specified in Articles concerning Leaves of Absence and Organizational Rights) will be charged against the employee's accumulated annual vacation.

11.2.7. Unit members shall not utilize sick leave during a scheduled vacation unless approved by the Superintendent or his/her Designee. ~~they have returned to their home, canceled the balance of their scheduled vacation, and met any physical examination requirements imposed by the District pursuant to Article 10.~~

### 11.3. Vacation Schedule:

11.3.1. For all employees, entitlement to vacation time is earned according to the attached schedule and subject to all other provisions of this Article and this Agreement. [See attached schedule].

## CLASSIFIED VACATION SCHEDULE

VACATIONS DAYS PER WORK YEAR	10 Months	11 Months	12 Months
During the first 12 months through 5 years, all employees will get 12 days	12	12	12
During the 6 <sup>th</sup> year the rate is 1 full day per full month: 1 1/12 days for 12 month employees	12	12	13
During the 7 <sup>th</sup> year the rate is 1 ½ full day per full month: 1-1/6 for 12 month employees	12	12	14
During the 8 <sup>th</sup> year the rate is 1 1/5 days per full month: 1 ¼ days for 12 month employees	12	13	15
During the 9 <sup>th</sup> year the rate is 1 ¼ days per full month: 1-1/3 days for 12 month employees	13	14	16
During the 10 <sup>th</sup> year the rate is 1- 5/12 days per full month	14	15	17
During the 11 <sup>th</sup> year the rate is 1 ½ days per full month	15	16	18
During the 12 <sup>th</sup> year the rate is 1- 7/12 days per full month	16	17	19
During the 13 <sup>th</sup> year the rate is 1 2/3 days per full month	17	18	20
During the 14 <sup>th</sup> year the rate is 1 ¾ days per full month	18	19	21
During the 15 <sup>th</sup> year and thereafter the rate is 1 5/6 days per full month	19	20	22

## Article 21: ASSOCIATION RIGHTS


- 21.1** The Association and its members shall have the right to make reasonable and lawful use of available school buildings, facilities, and equipment at reasonable times for meeting purposes subject to the Civic Center Act and applicable Board policies provided that such use, when applied for, shall be granted if no conflict exists and provided that such use which necessitates overtime shall be compensated by the Association at no more than the prevailing contractual rate (Appendices A-1 and 2). The Association shall reimburse the District for any damage or loss to such buildings, facilities, and equipment other than damage resulting from normal wear and tear.
- 21.2** The Association shall have the right to post notices of official Association activities on designated employee/employer bulletin ~~ing~~ boards, at least one of which is provided in each work site in areas frequented by employees. Additionally, the Association may use inter-district mail and email for Association business (non-political) ~~up to two times per month~~. The Association also agrees to abide by the same provisions as also included in Article 21 Section 21.2 whereby copies of all materials shall be provided to the Superintendent or his/her designee ~~and classified managers, as well as all other provisions included in this section~~. The Association shall not post or distribute any information which is false, derogatory, or defamatory. All literature must be dated and must identify the person and organization that is responsible for its posting or distribution. Copies of all materials posted or distributed shall be provided to the Superintendent or his/her designee ~~and classified managers~~ at the time materials are posted or distributed. Such postings or distributions that violate the aforementioned provisions shall be subject to removal by the District.
- 21.3** Authorized representatives of the Association shall be permitted to transact lawful official Association business on school property at reasonable times subject to section 21.1. above and provided that upon arriving at school or work site, any such representative shall first report to the site or work administrator to announce his/her presence, and the intended purpose and length of visit. In no event shall any representative or employee interrupt or interfere in any way with the instructional program, normal school operations, or normal work schedules or operations. Contacts with employees shall be limited to non-work hours and non-assigned times such as breaks, duty-free lunch period, and before and after working hours.
- 21.4** The Association shall have the right to determine which ~~name one~~ of its members ~~to~~ shall attend any CSEA sponsored training or event (without loss of pay) for up to a maximum of ten (10) days total per year. The Association shall reimburse the District for five (5) of the days. It is agreed that no one unit member shall take all ten (10) days per year of Association leave. Such right is subject to advance notification to the District of at least ~~three (3)~~ two (2) weeks.
- 21.5.** The Association shall have the right to conduct four (4) meetings per year not to exceed 45 60 minutes each for all bargaining unit members without loss of pay subject to the following:
- 21.5.1.** The request for such meeting dates and times shall be made to the Superintendent or his/her designee at least ~~three (3)~~ two (2) weeks prior to the ~~requested~~ requested date requested unless the District, in its discretion, waives the time limit.
- 21.5.2.** Such requested meeting dates and times must be approved by the Superintendent or his/her designee.
- 21.5.3.** Such meetings shall not be mandatory; however, any employee who does not attend the meeting(s) shall be required to be at his/her work site if such a meeting occurs during his/her work hours.

**21.5.4. The Association agrees to indemnify and hold harmless the District for any liability arising out of the application of this Article.**


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*Between the San Marino Unified School District*  
*and California School Employees Association (CSEA) and its Chapter 120*

Calendars

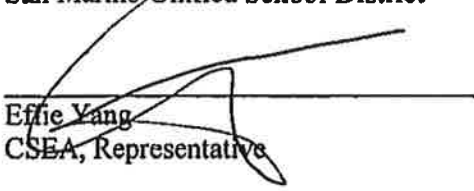
1. The 2020 – 2021 school year is agreed to as attached.

  
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Marguerite Lindsay, CSEA President

6/20/19  
Date

  
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Linda de la Torre, District  
Assistant Superintendent, Human Resources  
San Marino Unified School District

6/20/19  
Date

  
\_\_\_\_\_  
Effie Yang  
CSEA, Representative

6/20/19  
Date



# SMUSD

## 2020-21 Classified Employee Calendar



### Work Year Dates

Date	10-Month Employees	11-Month Employees	Instructional Aide/Paraprofessionals
8-3-20	Start Date for 10-Month Employees	Start Date for 11-Month Employees	
8-3-20	Start Date for Kitchen Managers		
8-5-20	Start Date for ALL Food Services Staff		
8-11-20			Start Date
8-12-20	First Day of School	First Day of School	First Day of School
2-16-21	*Admission's Day Holiday	*Admission's Day Holiday	*Admission's Day Holiday
5-27-21	Last Day of School	Last Day of School	Last Day of School
6-4-21	Last Work Day		
6-30-21		Last Work Day	

\*Admission's Day Holiday mutually agreed upon by CSEA and SMUSD on June 18, 2019

**\*\*NOTE:** In cases where Principals or Directors make adjustments to staff members' return to work and year-end work dates, please inform Payroll and Human Resources for their record-keeping purposes.