

**Los Angeles County Office of Education
Business Advisory Services**

**PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/Statutes 1991), AB 2756 (Chapter 52/Statutes 2004), GC 3547.5**

Name of School District: SAN MARINO UNIFIED SCHOOL DISTRICT
 Name of Bargaining Unit: San Marino Teachers Association (SMTA)
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2019 and ending: June 30, 2020
 (date) (date)

The Governing Board will act upon this agreement on: May 28, 2019
 (date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

| Bargaining Unit Compensation All Funds - Combined | | Fiscal Impact of Proposed Agreement (Complete Years 2 and 3 for multiyear and overlapping agreements only) | | |
|--|---------------|---|--|--|
| | | Annual Cost Prior to Proposed Settlement | Year 1 Increase/(Decrease) 2019-20 | Year 2 Increase/(Decrease) 2020-21 |
| 1. Salary Schedule Including Step and Column | \$ 15,240,430 | | | |
| | | 0.00% | 0.00% | 0.00% |
| 2. Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$ 716,587 | | | |
| | | 0.00% | 0.00% | 0.00% |
| Description of Other Compensation | | | | |
| 3. Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | \$ 3,254,101 | | | |
| | | 0.00% | 0.00% | 0.00% |
| 4. Health/Welfare Plans | \$ 1,511,765 | \$ 59,850 | | |
| | | 3.96% | 0.00% | 0.00% |
| 5. Total Bargaining Unit Compensation Add Items 1 through 4 to equal 5 | \$ 20,722,883 | \$ 59,850 | \$ - | \$ - |
| | | 0.29% | 0.00% | 0.00% |
| 6. Total Number of Bargaining Unit Employees (Use FTEs if appropriate) | 172.30 | | | |
| 7. Total Compensation <u>Average</u> Cost per Bargaining Unit Employee | \$ 120,272 | \$ 347 | \$ - | \$ - |
| | | 0.29% | 0.00% | 0.00% |

SAN MARINO UNIFIED SCHOOL DISTRICT
San Marino Teachers Association (SMTA)

8. What was the negotiated percentage change? For example, if the change in "Year 1" was for less than a full year, what is the annualized percentage of that change for "Year 1"?

The reduction in work days as described below is valued at a 1.62% ongoing increase.

9. Were any additional steps, columns, or ranges added to the salary schedules? (If yes, please explain.)

N/A

10. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

N/A

11. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

Yes No

If yes, please describe the cap amount.

For HMO plans, the District will contribute 100% of employee only coverage and 70% for two-party and family coverage. For PPO plans, see attached Tentative Agreement for negotiated caps.

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

Work days for bargaining unit members will be reduced by 3 days in 2019-20. Teachers will work 182 days in 2019-20 and Counselors will work 184 days.

C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement? Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

N/A

SAN MARINO UNIFIED SCHOOL DISTRICT
San Marino Teachers Association (SMTA)

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

Term of Agreement was extended through June 30, 2020 with the understanding that, during the 2019-20 negotiations cycle, both parties shall negotiate salaries and benefits for the 2020-21 school year and calendar for the 2021-22 school year. Each party will have two reopeners of its choosing for 2020-21 school year.

E. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

F. Source of Funding for Proposed Agreement:

1. Current Year

LCFF Funds and savings due to retirements and attrition.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years?

N/A

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

N/A

Tentative Agreement Between the San Marino Unified School District
And the San Marino Teachers Association

May 20, 2019

Academic Calendar

1. The 2019 - 2020 school year will be 182 work days including the following: 180 student days, 1 teacher preparation day [not to be combined with any other school activities], 1 day of District-driven professional development.
2. The 2020 - 2021 school year will be 182 work days including the following: 180 student days, 1 teacher preparation day [not to be combined with any other school activities], 1 day of District-driven professional development.

Salary Adjustments.

3. See above provisions on academic calendar reduction in work days valued at approximately a 1.62% on-going increase.

4. Health Benefits

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

5. Language

Modify Article VIII Leave of Absence. Section C - The parties agree that the District, affected school site administrator and, SMTA President will meet prior to the start of school each year to plan for anticipated absences due to Association business with the objective of minimizing impact on instruction and creating consistency for students in the classroom.

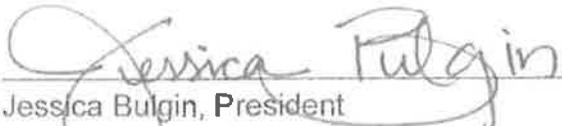
6. Modify Article XIII: Discipline to:
See attached document for new language.
7. Modify Article XXIII: Public Complaints to:
See attached document for new language.

Contract Terms

8. Modify Article XXIX: Duration to extend the term of the agreement through June 30, 2020, with the understanding that, during the 2019 - 2020 negotiations cycle, both parties shall negotiate salaries and benefits for the 2020 - 2021 school year and calendar for 2021 - 2022 school year. In addition to negotiating salaries and benefits, each party will have two reopeners of its choosing for the 2020-2021.

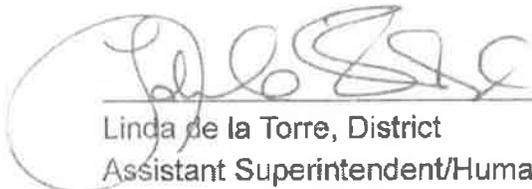
Support of the Agreement:

Both parties agree to fully support and recommend ratification of the Agreement to their respective constituents.



Jessica Bulgin, President
San Marino Teachers Association

May 20, 2019
Date



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

May 20, 2019
Date

2019-2020 School Event Calendar

July

| July 2019 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

August

| August 2019 | | | | | | |
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September

| September 2019 | | | | | | |
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| 29 | 30 | | | | | |

October

| October 2019 | | | | | | |
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November

| November 2019 | | | | | | |
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December

| December 2019 | | | | | | |
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January

| January 2020 | | | | | | |
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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
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February

| February 2020 | | | | | | |
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March

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April

| April 2020 | | | | | | |
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May

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June

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January

| January 2020 | | | | | | |
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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

February

| February 2020 | | | | | | |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |

March

| March 2020 | | | | | | |
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| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
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April

| April 2020 | | | | | | |
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May

| May 2020 | | | | | | |
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June

| June 2020 | | | | | | |
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| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

1-3 Winter Break
20 Martin Luther King Jr. Day

19 Student Days

14 Lincoln's Birthday
17 President's Day
18 No School
26 End T2 - 60

17 Student Days

13 End Q3 - 46

22 Student Days

6-10 Spring Break

17 Student Days

25 Memorial Day
Last Day of School / End T3 - 63 / End Q4 - 48

19 Student Days

Summary
180 Student Days
1 Teacher Prep Day
1 Full PD Days
182 Total Teacher Work Days

2020-2021 School Event Calendar

July

| July 2020 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
| | | 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

August

| August 2020 | | | | | | |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

September

| September 2020 | | | | | | |
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| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

October

| October 2020 | | | | | | |
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| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

November

| November 2020 | | | | | | |
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| Su | M | Tu | W | Th | F | Sa |
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
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December

| December 2020 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | M | Tu | W | Th | F | Sa |
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| 27 | 28 | 29 | 30 | 31 | | |

January 2021

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| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

February 2021

| Su | M | Tu | W | Th | F | Sa |
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| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

March 2021

| Su | M | Tu | W | Th | F | Sa |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

April 2021

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| 25 | 26 | 27 | 28 | 29 | 30 | |

May 2021

| Su | M | Tu | W | Th | F | Sa |
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| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

June 2021

| Su | M | Tu | W | Th | F | Sa |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

January

1, 4 Winter Break
18 Martin Luther King Jr. Day

18 Student Days

February

12 Lincoln's Birthday
15 President's Day
16 No School
26 End T2 - 59

17 Student Days

March

12 End Q3 - 45

23 Student Days

April

5-9 Spring Break

17 Student Days

May

Last Day of School / End T3 - 59 / End Q4 - 49

31 Memorial Day

19 Student Days

June

Summary
180 Student Days
1 Teacher Prep Day
1 Full PD Day
182 Total Teacher Work Days

**SAN MARINO UNIFIED SCHOOL DISTRICT
2019-20 Health Benefit Contributions**

| Benefit Plan | 2018-19 H&W Benefits | | | 2019-20 &W Benefits | | | Increase/ (Decrease) |
|-------------------------|----------------------|----------------|----------------|---------------------|----------------|----------------|-------------------------|
| | Annual Cost | Employer Share | Employee Share | Annual Cost | Employer Share | Employee Share | |
| MEDICAL | | | | | | | |
| Kaiser HMO | | | | | | | |
| Employee Only | 7,215.48 | 721.55 | No Cost | 7,804.32 | 780.43 | No Cost | - |
| 2-Party | 14,238.72 | 996.71 | 427.16 | 15,429.36 | 1,080.06 | 462.88 | 35.72 |
| Family | 20,066.32 | 1,404.78 | 602.05 | 21,758.16 | 1,523.07 | 652.74 | 50.70 |
| Blue Shield HMO Trio | | | | | | | |
| Employee Only | 5,975.40 | 597.54 | No Cost | 6,400.68 | 640.07 | No Cost | - |
| 2-Party | 12,847.32 | 699.31 | 385.42 | 13,761.72 | 963.32 | 412.85 | 27.43 |
| Family | 17,627.64 | 1,233.93 | 528.83 | 18,882.36 | 1,321.77 | 566.47 | 37.64 |
| Blue Shield HMO Access | | | | | | | |
| Employee Only | 6,289.80 | 628.98 | No Cost | 6,636.60 | 663.66 | No Cost | - |
| 2-Party | 13,523.52 | 946.65 | 405.71 | 14,269.32 | 998.85 | 428.08 | 22.37 |
| Family | 18,555.36 | 1,298.88 | 556.66 | 19,578.60 | 1,370.50 | 587.36 | 30.70 |
| Blue Shield PPO Tandem | | | | | | | |
| Employee Only | 10,816.08 | 650.00 | 431.61 | 9,819.00 | 650.00 | 331.90 | (99.71) |
| 2-Party | 23,254.44 | 950.00 | 1,375.44 | 21,110.76 | 950.00 | 1,161.07 | (214.37) |
| Family | 30,986.28 | 1,250.00 | 1,848.62 | 28,129.80 | 1,250.00 | 1,562.98 | (285.65) |
| Blue Shield PPO Regular | | | | | | | |
| Employee Only | 10,816.08 | 650.00 | 431.61 | 12,740.64 | 650.00 | 624.06 | 192.46 |
| 2-Party | 23,254.44 | 950.00 | 1,375.44 | 27,392.52 | 950.00 | 1,789.25 | 413.81 |
| Family | 30,986.28 | 1,250.00 | 1,848.62 | 36,500.04 | 1,250.00 | 2,400.00 | 551.38 |
| Cash in Lieu | | | | | | | |
| Employee Only | 3,600.00 | 360.00 | N/A | 3,600.00 | 360.00 | N/A | - |
| DENTAL | | | | | | | |
| Delta Dental | | | | | | | |
| Employee Only | 815.40 | 81.54 | No Cost | 770.04 | 77.00 | No Cost | - |
| 2-Party | 1,631.28 | 81.54 | 81.59 | 1,540.56 | 77.00 | 77.05 | (4.54) |
| Family | 2,365.20 | 81.54 | 154.98 | 2,233.68 | 77.00 | 146.36 | (8.62) |
| Delta Care | | | | | | | |
| Family | 549.48 | 54.95 | No Cost | 549.48 | 54.95 | No Cost | - |
| VISION | | | | | | | |
| MES Family | 255.00 | 25.50 | No Cost | 262.80 | 26.28 | No Cost | - |
| LIFE | | | | | | | |
| Standard Life Insurance | | | | | | | |
| Employee Only | 48.00 | 4.80 | No Cost | 48.00 | 4.80 | No Cost | - |

- Only employees working 0.60 FTE or more are eligible for Health and Welfare benefits.

ARTICLE XIII: EMPLOYEE DISCIPLINE

A. The parties acknowledge unit members are held to high professional expectations and agree that a tenured unit member shall be disciplined only for just cause. The District shall investigate all alleged violations before taking action to discipline the unit member. Before taking action to discipline a unit member, the unit member shall have the opportunity to discuss and to explain his/her actions and/or perspective of the situation with the administrator providing the disciplinary action.

B. Unless justified by the circumstances, the principle of progressive discipline should be applied in any disciplinary matter, which includes: (1) verbal warning, (2) written warning, (3) written reprimand and/or 45-day or 90-day notice, (4) suspension without pay, and (5) dismissal.

1. Verbal Warning - A verbal warning may result in a conference summary memorandum. The summary shall confirm the conference and shall not be entered into the unit member's personnel file, except by reference and/or incorporation in subsequent disciplinary documents.
2. Written Warning - A written warning may be issued when the verbal warning fails to bring about the proper conduct.
3. Written Reprimand - A written reprimand may be issued if the unit member has been warned about similar acts or omissions within the prior four (4) years. The Association President will be notified immediately in the event a written reprimand is provided to any unit member.
4. Suspension Without Pay - A suspension without pay may be issued as disciplinary action under this Article for a period of up to ten (10) work days. A suspension under this Article may be based upon: (1) immoral conduct; (2) unprofessional conduct; (3) dishonesty; (4) unsatisfactory performance; (5) violation of or refusal to obey school laws, regulations, policies, or lawful directives. During a suspension without pay, the unit member will not be deprived of seniority. The basis for the suspension include those causes set forth in Section 44932 of the Education Code.
 - a. Pre-Disciplinary Meeting - To implement a Suspension Without Pay, the District shall give pre-disciplinary written notice to the unit member and Association President. Notice shall state: (i) the duration of the suspension, (ii) the disciplinary causes(s), (iii) the specific acts or omissions upon which the suspension is based, and (iv) a proposed date, time, and place for a pre-disciplinary meeting which should be no more than eight (8) days after service of the notice. The unit member has the right to appear at the pre-disciplinary meeting, with or without a representative.
 - b. Notice of Suspension - After the pre-disciplinary meeting, the District shall provide notice to the unit member of any suspension that may be imposed and when it is scheduled to occur. Suspensions should be scheduled in a contiguous series of days

but may be intermittent if agreed upon by the unit member and the Association. The notice shall inform the unit member that he/she may appeal the suspension by filing an appeal with the Superintendent's office within five (5) work days after service of the notice.

- c. Appeal Rights - If the unit member does not file an appeal, the District will schedule the suspension and inform the unit member. If the unit member files an appeal, it shall be heard by the Superintendent. The hearing shall be informal in nature and the Superintendent shall have the power to determine whether the unit member engaged in the alleged acts/omissions, whether just cause exists in support of the suspension, and whether an appropriate remedy exists in response to the appeal. The Superintendent's decision shall be final.
- d. This article shall not apply to suspensions initiated pursuant to Sections 44939, 44940, 44942, of the Education Code or to dismissal proceedings.

5. Whenever derogatory documentation is to be placed in the personnel file, the employee has the right to provide a written response within ten (10) work days of receipt of the documentation and the District will attach the response to the derogatory documentation when placed in the file.

PUBLIC COMPLAINTS

- A. This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves alleged violations of state or federal law or is subject to investigation by a law enforcement agency. This Article is intended to be applied and interpreted consistent with complaint procedures required by Board policies and regulations, state law, and federal law.
- B. Public Complaints are defined as verbal or written complaints received from parents/guardians, community members which allege that a unit member has engaged in inappropriate conduct, unsatisfactory performance, violations of law, or violations of school or district rules, policies or procedures. If a Public Complaint is lodged verbally, the District shall encourage the complainant to state his/her complaint in a signed writing. If the complainant fails to do so, the District will summarize the complaint in a written format and provide a copy to the complainant. A Complainant's refusal to sign a complaint and reasons for the refusal may be considered when evaluating the credibility of evidence.
- C. Procedure
1. Except in unusual circumstances, the District shall notify a unit member within four (4) working days after a Public Complaint against the unit member has been lodged with a District management employee.
 2. Complainants shall be encouraged to resolve their concerns with the subject employee before lodging a complaint, but a Complainant is not required to do so. If informal communication between the complainant and/or the administrator and the unit member cannot resolve the complaint, the administrator may convene an informal resolution process involving the parties if appropriate. The administrator will use this process to hear each party explain his/her actions and/or perspective of the situation. Each party may have a representative present at any ~~the~~ informal meeting that occurs.
 3. If the public complaint cannot be resolved at an informal resolution meeting, the District shall determine what, if any, investigation is necessary under Board policies and regulations to determine the merits of the Public Complaint. If an investigation requires that a unit member be placed on Paid Administrative Leave, a written notice shall be provided to the unit member and the Association President. The employee will be informed of the investigation process and results as required by the applicable policies, regulations, or laws.
 4. A public complaint may be attached to the investigation finding and placed in a unit member's personnel file only after these procedures have been followed. In such case, the unit member shall be notified of the derogatory documentation and given ten (10) days to provide a response to be attached to the Public Complaint when it is placed in the file. Unsubstantiated

portions of a Public Complaint shall not be maintained in the personnel file nor utilized as a part of any evaluation or disciplinary action against the unit member.

5. All information regarding Public Complaints shall be confidentiality maintained except where the release of such information or proceedings is required by law.