

San Mateo-Foster City School District  
And  
CSEA Chapter #411

**Tentative Agreement**

August 26, 2021

The San Mateo-Foster City School District (SMFCSD) and California School Employees Association and its Chapter #411 ("CSEA") collectively the Parties, have completed their negotiations for the 2021-2024 successor Collective Bargaining Agreement.

The Parties have tentatively agreed on the following changes to the 2019-2021 Collective Bargaining Agreement, to become effective upon ratification by the Governing Board of the SMFCSD and CSEA membership. See attached Articles:

Article 7: Vacation

Article 18: Holidays (Juneteenth MOU/Appendix C)

Article 21: Pay and Allowances

SW • For ~~2020-2021~~ <sup>2021-2022</sup>, 3% increase effective July 1, 2021.

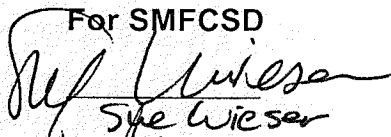
mw • \$1500 off-salary schedule bonus for unit members hired on or before August 12, 2021


Article 23: Health and Welfare Benefits

Article 27: Layoff and Reemployment

Article 30: Term of Agreement

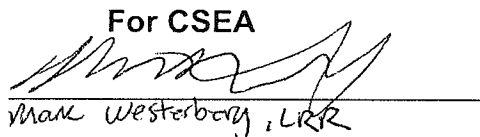
For SMFCSD

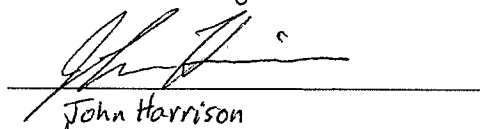
  
Sue Wieser

  
Karrie Haselton

  
ANDREW SOLIZ

For CSEA

  
Mark Westerberg, LRR

  
John Harrison

  
ALICIA ARAGON

Date:

8/26/21

Date:

8/26/21

TENTATIVE AGREEMENT  
SMFCSD and CSEA 411  
2021-22 SUCCESSOR NEGOTIATIONS

08/26/2021

ARTICLE 7  
VACATIONS

7.1.9 Vacation Scheduling: Vacations shall be scheduled at times requested by bargaining unit employees as far as possible within the District's work requirements.

7.1.9.1 At given job sites and within given job classifications priority for scheduling of vacations shall be given on the basis of seniority. The District reserves the right to schedule vacations in the best interest of program need.

7.1.9.2 If two or more employees at a given job site and within a given job classification request identical and/or similar vacation schedules, the employee with the greatest seniority shall be given his/her first (1st) choice for vacation scheduling. Thereafter, all other choices for vacation scheduling at a given job classification shall be scheduled in descending order of seniority. If two or more employees have equal class seniority, then the determination shall be by lot.

7.1.9.3 Not later than the first (1st) work day of March, the District shall, through the employee's Immediate Supervisor, provide written vacation scheduling notification at each work site. The written notification shall include the vacation scheduling process described in this section.

7.1.9.4 Not later than the first (1st) work week of April, the employee shall enter their choice for vacation preference. Requests shall be made on either a form provided by the Supervisor or in the Absence Reporting System. All employees, who for any reason, do not submit a vacation request within the specified time limits shall be permitted to schedule their vacation at any time, with approval from the immediate supervisor, or be permitted to carryover (or be paid-out for) unused days pursuant to Section 7.1.7 (Vacation Carryover). ~~have their vacations scheduled to those open dates and times that remain, as determined by the District.~~

7.1.9.5 Not later than the third (3rd) work week of April, the Immediate Supervisor shall approve the employee's vacation dates. All vacations shall be final except that an employee may cancel or request to reschedule the vacation to another date with approval from the Immediate Supervisor. ~~for a legitimate personal reason, subject to District approval, and the District may reschedule the vacation, in consultation with the employee, for any legitimate operational reason. If an employee cancels a vacation and does not reschedule, they shall only be permitted to carryover (or be paid-out for) unused days pursuant to Section 7.1.7 (Vacation Carryover)~~

7.1.9.6 Where the employee's choice cannot be honored, an alternate choice shall be considered on a seniority basis.

7.1.9.7 Once all vacation requests have been assigned and approved, they shall be posted at each job site.

7.1.9.8 Supervisors shall respond to all subsequent vacation scheduling and rescheduling requests within ten (10) working days from the date that the request was received.

7.1.10 Vacation Scheduling for School Operations Team Leader and Custodian-Night:

7.1.10.1 Not later than the first (1st) work day in August, the District shall, through the employee's Immediate Supervisor in the Maintenance and Operations Department, provide written vacation scheduling notification at each work site. The written notification shall include the vacation scheduling process described in this section.

7.1.10.2 Not later than the first (1st) work week of September, the employee shall enter their choice for vacation preference ~~the following six months (October-March & April-September).~~ Requests shall be made on either a form provided by the Supervisor or in the Absence Reporting System for vacation requests for ~~October 1 through September 30 of the following year.~~ All employees, who for any reason, do not submit a vacation request within the specified time limits shall be permitted to schedule their vacation at any time, with approval from the immediate supervisor, or be permitted to carryover (or be paid-out for) unused days pursuant to Section 7.1.7 (Vacation Carryover). ~~have their vacations scheduled to those open dates and times that remain, as determined by the District.~~

7.1.10.3 Not later than the third (3rd) work week of September, the immediate supervisor in the Maintenance and Operations Department shall make a determination regarding the approval of the employee's requested vacation dates. Each custodian will receive confirmation of the vacations dates that have been approved. All vacations shall be final except that an employee may cancel or request to reschedule the vacation to another date with approval from the Immediate Supervisor, for a legitimate personal reason, subject to District approval, and the District may reschedule the vacation, in consultation with the employee, for any legitimate operational reason. If an employee cancels a vacation and does not reschedule, they shall only be permitted to carryover (or be paid-out for) unused days pursuant to Section 7.1.7 (Vacation Carryover)

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SIGNED

CSEA

8/26/21 (VM)  
8/26/21 (JF)  
8/26/21 (AD)

PAGE 2 OF 2

DISTRICT

(P)  
8/26/21

TENTATIVE AGREEMENT  
SMFCSD and CSEA 411  
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August 26, 2021

Article 21 - Pay and Allowances

*///ALL OTHER SECTIONS OF THIS ARTICLE STATUS-QUO, EXCEPT AS FOLLOWS///*

21.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and be reference incorporated as a part of this Agreement. The regular rate of pay shall include any longevity increment or shift differential required to be paid under this Agreement. All employees in the bargaining unit shall receive an Employee Earnings Worksheet within a reasonable period of time annually after the beginning of their work year.

21.1.1 The 2020-2021 CSEA salary schedule shall be increased by 3%, effective July 1, 2021. This shall become the 2021-2022 CSEA salary schedule. This salary schedule increase is for current active employees as of July 1, 2021 and the date that of ratification of this agreement.

Unit members who are current employees at the District and who were hired on or before August 12, 2021 will receive a one-time, off-salary-schedule bonus of \$1,500, prorated for part-time unit members. Unit members hired after August 12, 2021 are not eligible for the bonus.

21.1.\_ The 2018-19 salary schedule shall be increased by 2.5% funded from Measure V parcel tax revenue effective July 1, 2019. In the event Measure V, the parcel tax, is not approved by the voters in the November 2018 general election and certified pursuant to the official Certificate of Election Results, the 2.5% salary schedule increase will not go into effect and the parties will resume salary negotiations for the 2019-20 school year.

21.1.\_ The 2017-2018 salary schedule shall be increased by 3% effective July 1, 2018. This salary schedule increase shall impact all current and retired unit members that were employees at the District between July 1, 2018 and the date that this agreement is ratified by the parties.

21.1.\_ The District shall offer CSEA an equivalent increase to any increase that another bargaining unit receives that exceeds the increase negotiated with CSEA during any year of this Agreement. ~~for the 2018-19 and 2019-20 school year~~

21.1.\_ The 2016-2017 salary schedule shall be increased by 3% effective July 1, 2017 for the current active employees as of the date of ratification of this agreement.

21.1.\_ The 2015-2016 salary schedule shall be increased by 5% effective July 1, 2016 for current active employees as of the date of ratification of this agreement.

21.1.\_ The District shall offer CSEA an equivalent increase to any increase that another bargaining unit receives that exceeds the increase negotiated with CSEA for 2016-2017

and 2017-2018, excluding increases that are due to a negotiated compromise involving a change in working conditions, such as increased class size, workload, work minutes, or days. If there is a disagreement about whether an increase to another bargaining unit is due to a negotiated compromise, CSEA may demand to bargain the disagreement.

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#### (NEW) 21.12 Secondary Language Skills Stipend

Bargaining unit members may be eligible to receive an annual stipend for utilizing secondary language skills for oral interpretation and/or written translation (reading/writing) pursuant to process described in this Section.

##### 21.12.1 Annual Stipend:

The annual stipend for oral bilingual skills only shall be \$500.

The annual stipend for utilizing oral bilingual and reading/writing skills shall be \$750.

21.12.1.1 The annual stipend will be paid out on a monthly basis.

21.12.1.2 Eligible employees working 3.75 or more hours per day will receive the full stipend and eligible employees working less than 3.75 hours per day will receive a prorated stipend, equal to one-half (½) of the full stipend. Stipends will be paid monthly.

##### 21.12.2 Eligibility

21.12.2.1 Employees in the following job classifications shall automatically receive the stipend on an annual basis:

- Administrative Assistant Bilingual
- Para-educator I-Bilingual
- Para-educator II-Bilingual
- School Office Assistant-Bilingual

21.12.2.2 Employees in the following school office job classifications shall be eligible for the stipend if they are assigned to a school site having 20% or more of the total school population that are designated English learners for a specific language, or that has a Spanish or Mandarin immersion program. Each eligible school site may have up to three (3) office staff who are approved to utilize secondary language skills and receive stipends.

- Administrative Assistants (including "School" & "ESC) in the preschool program.
- School Office Assistants
- School Community Workers
- School Office Specialists

21.12.2.3 Once an employee has been approved to utilize their secondary language skills and receive the stipend, they shall remain approved and continue to receive the stipend

automatically from year to year unless the employee, (1) separates from their eligible school office position, or (2) voluntarily opts-out, or (3) becomes ineligible because the school site has fallen below the 20% threshold described in the above section.

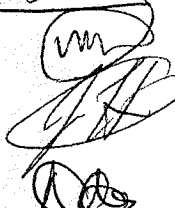
21.12.2.4 Prior to August 1 of each year, the District shall review school site eligibility for that school year based on the criteria established in this section and shall notify the CSEA Chapter President of all eligible school sites and the names of the office staff who are approved to receive the stipend. If a qualifying school site does not have three (3) office staff that are approved to utilize secondary skills and receive the stipend, then the District shall notify eligible employees that they may apply


21.12.2.4.1 Eligible employees may apply to utilize their secondary language skills and receive the stipend by submitting their written request to Human Resources. Human Resources may require the employee to pass a language skills test to confirm eligibility. If more eligible employees apply and pass the test than vacancies exist, the stipend will be awarded to eligible employees in the following order: (1) School office employee with the greatest number of hours worked, then (2) Needs of the school site for (i.e. oral skills or oral and reading/writing skills), then (3) Seniority.

#### 21.12.3 Additional Provisions

21.12.3.1 Principals of schools less than 20% of the total school population designated as English learners may apply to the District Office of Human Resources for an exception to this section based on articulated need.

21.12.3.2 The Principal of the Annex Program may apply to the District Office of Human Resources for an exception to this section based on articulated need. With approval of Human Resources, if no bilingual office staff exist, the Principal may designate up to two (2) positions in any Annex job classification to be eligible to receive the stipend, pursuant to this section.

CSEA  
8/26/21  


District  
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ARTICLE 23  
HEALTH AND WELFARE BENEFITS

///ALL SECTIONS STATUS-QUO EXCEPT AS FOLLOW///

23.1.8.1 The District shall make a contribution toward an approved health plan option (see Appendix B1). per eligible unit member working 20 hours per week or more.

Effective January 1, 2018 2021, maximum District contribution shall increase to ~~\$850~~ \$875 per month for ~~12-month employees~~, or ~~\$10,200~~ \$10,500 per year, for unit members whose regular assignment is at least 30 hours per week. This amount shall be prorated based on forty hours full time equivalent for unit members working at least 20, and less than 30, hours per week.

Effective January 1, 2022, maximum District contribution shall increase to \$925 per month for 12-month employees, or \$11,100 per year, for unit members whose regular assignment is at least 30 hours per week. This amount shall be prorated based on forty hours full time equivalent for unit members working at least 20, and less than 30, hours per week.

Employees working less than 20 hours per week will not be eligible for participation in the PERS Health Plan. The District may offer employees who are working less than 20 hours per week another health insurance option which may be available through other employee groups, or individually through an available health insurance plan, if any.

Unit members initially employed on or after April 01, 2012, and before December 31, 2013, including former employees who resigned or whose employment was terminated for reasons other than layoff, shall become eligible for the District contribution to benefits or cash in lieu of benefits at the beginning of the fifth (5th) full month of employment. This provision shall not apply to unit members who are on the 63/39 month reemployment list.

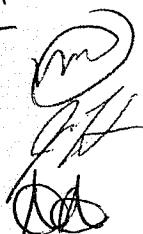
Unit members initially employed on or after January 1, 2014, including former employees who resigned or whose employment was terminated for reasons other than layoff, shall become eligible for the District contribution to benefits or cash in lieu of benefits at the beginning of the first full month following the first ninety calendar days of employment. This provision shall not apply to unit members who are on the 63/39 month reemployment list.


23.1.8.2 As a condition of receiving the entire District contribution, every eligible unit member shall enroll in the District's employee dental insurance program. Any excess of the District's monthly contribution over premium costs of the dental coverage may be utilized by a unit member for other optional benefits programs such as vision and/or medical coverage for the employee and their dependents and/or dental coverage for the employee's dependents, which may be offered by the District, ~~or received as cash back.~~

23.1.8.3 If an employee does not receive health benefits from the District, the employee may be eligible to receive cash back (cash in lieu) pursuant to this section. The cash back or cash in lieu entitlement for a full time unit member hired prior to January 1, 2016 shall be a maximum of \$320 per month, and for a full time unit member hired on or after January 1, 2016 shall be a maximum of \$250 per month. This amount shall be prorated for less than full time unit members and shall include the dental premium for eligible unit members. (Appendix 82.) Unit members who average at least 30 hours per week, and who are eligible for and waive health benefits, each year must provide proof of alternative medical coverage by the last day of the open enrollment period in order to receive cash in lieu of benefits.

23.1.8.4 Any excess premium after application of the District's monthly contribution shall be the sole responsibility of the unit member who shall authorize salary deduction of such costs as a condition of receipt of such benefits in accordance with the Internal Revenue Code Section 125 requirements.

CSEA  
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District   
8/26/21



TENTATIVE AGREEMENT  
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**ARTICLE 27  
LAYOFF AND REEMPLOYMENT**

**27.1 Layoff Procedure:**

27.1.1 Unit members shall be subject to layoff for lack of work or lack of funds. The layoff within a classification shall be based on seniority within that class and any lateral or lower class in which the employee has seniority. An employee with the least seniority within the classification shall be laid off first. (see below)

27.1.2 Unit members to be laid off for lack of funds or lack of work may be given written notice of layoff at any time during the school year. Such written notice shall be given to the unit member and a copy sent to C.S.E.A. at least sixty (60) calendar days prior to the effective date of the layoff. Such notice shall be deemed complete when the unit member is personally served or, if unable to personally serve, the notice will be considered served when deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member's last known address on file with the District.

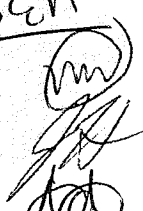
27.1.3 Seniority Roster: The District shall maintain an annually updated seniority roster indicating employees' class seniority. The seniority roster shall be available to C.S.E.A. upon request. Effective July 1, 1993, seniority for those hired on or after July 1, 1993, will be based on the date of hire. The current seniority list (as of June 30, 1993) will freeze for those who are on the list.

27.1.4 Equal Seniority: If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be by lot.

27.1.5 Displacement Rights: An employee laid off from his/her present class ~~may~~ shall be entitled to displace the least senior employee, with at least the same or more number of hours as the laid-off employee, or if no position held by an employee with less seniority exists with at least the same or more number of hours, then the laid-off employee shall be entitled to displace the least senior employee, in their same class, with lesser hours (but as close to equal as possible). Alternatively, the laid-off employee may elect to be placed in a vacancy in their the employee's current or lower class.

If the laid-off employee is the least senior employee in their current class and no vacancy exists, they may elect to displace the least senior employee, in any previous class in which the laid-off employee has seniority. Alternatively, An the laid-off employee may elect to be laid-off lay-off in lieu of accepting a position in a lower class and shall maintain reemployment rights.

///ALL OTHER SECTIONS STATUS-QUO///

CSEA  
8/26/21  


TENTATIVE AGREEMENT  
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2021-22 SUCCESSOR NEGOTIATIONS  
August 26, 2021

**ARTICLE 30**  
**TERM OF AGREEMENT**

30.1 This Agreement shall remain in full force and effect up to and including July 01, 2018 2021 through June 30, 2024 2024, and thereafter shall continue in effect year-by-year unless amendment is requested in writing in accordance with Article 13 (Negotiations.)

30.2 There shall be no reopeners for 2021-2022. For 2022-2023, 2023-2024 either party may reopen Articles 21 (Pay and Allowances), and/or 23 (Health and Welfare Benefits). ~~and one additional article each.~~

In Witness Whereof, the Association has caused this Agreement to be signed by its representatives, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

Date: \_\_\_\_\_, 2021

Representing the San Mateo-Foster City  
School District

Representing the California School  
Employee's Association, Chapter 411


\_\_\_\_\_  
Alicia Aragon, President

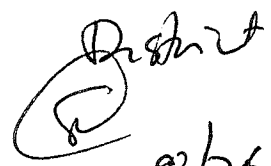
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John Harrison, Negos. Team

\_\_\_\_\_  
Mark Westerberg, LRR

Attested by:

\_\_\_\_\_  
Clerk for the Board of Trustees  
San Mateo-Foster City School District

CSEA  
8/26/21 

  
8/26/21

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 411  
AND  
SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

**IMPLEMENTATION OF JUNETEENTH HOLIDAY**

This is Memorandum of Understanding ("MOU") is between the California School Employees Association and its Chapter 411 (hereinafter referred to as "CSEA") and the San Mateo-Foster City School District (hereinafter referred to as "District") regarding the implementation of the Juneteenth holidays for classified bargaining unit members.

**BACKGROUND**

On June 17, 2021 President Biden signed the Juneteenth National Independence Day Act which enacted a new law, enshrining June 19 as a federal holiday. On June 18, 2021 President Biden issued a Proclamation that June 19, 2021 will be recognized as Juneteenth Day of Observance. The Parties acknowledge this Presidential act meets the definition under Education Code sections 45203 and 88203 to create a paid holiday for classified K-12 and community college employees.

**AGREEMENT**

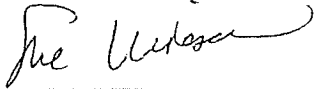
CSEA and the District agree to the following to implement the new Juneteenth holiday for classified bargaining unit members:

- 1) The District shall provide all eleven month bargaining unit members, who were in paid status on June 18, 2021, with an additional floating holiday in recognition of the new Juneteenth holiday. The holiday must be used prior to June 30, 2022 and shall be scheduled pursuant to Article 18 - Holidays, Section 18.2 of the CSEA collective bargaining agreement.
- 2) The District shall provide all twelve-month bargaining unit members, who were in paid status on June 18, 2021, with an additional floating holiday in recognition of the new Juneteenth holiday. The floating holiday must be used prior to June 30, 2022 and shall be scheduled pursuant to Article 18 - Holidays, Section 18.3 of the CSEA collective bargaining agreement.
- 3) Appendix C of the CSEA collective bargaining agreement is amended to add the Juneteenth holiday to the list of referenced Holidays. The attached amended Appendix C will be incorporated into the 2021-2024 successor collective bargaining agreement.
- 4) Any difference arising from the interpretation, administration or application of this Agreement shall, at the discretion of CSEA, be addressed through the grievance procedure set forth in the parties collective bargaining agreement or other remedial mechanism available by law. If this agreement is enforced through the grievance

procedure, only the Labor Relations Representative or the CSEA Chapter President may grieve any part of this agreement.


DATE: 08/16/21

SAN MATEO FOSTER  
CITY SCHOOL DISTRICT

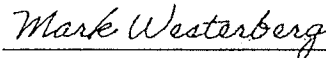


Sue Wieser, Assistant Superintendent

CSEA CHAPTER 411



Alicia Aragon, Chapter 411 President



Mark Westerberg, LRR

**SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

**HOLIDAY CALENDAR**

INDEPENDENCE DAY

LABOR DAY

VETERAN'S DAY

THANKSGIVING DAY

POST THANKSGIVING DAY

WINTER HOLIDAY

POST-WINTER HOLIDAY

LINCOLN DAY OBSERVANCE

SPRING VACATION DAY

NEW YEAR'S EVE

NEW YEAR'S DAY



ADMISSION DAY OBSERVANCE

MARTIN LUTHER KING DAY

PRESIDENT'S DAY

MEMORIAL DAY

JUNETEENTH DAY OBSERVANCE

CSEA  
8/26/21   


D. Smith  
8/26/21

**ARTICLE 30**  
**TERM OF AGREEMENT**

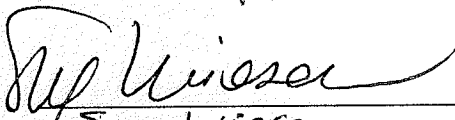
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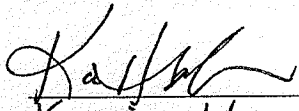
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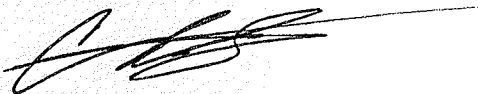
In Witness Whereof, the Association has caused this Agreement to be signed by its representatives, and the Board has caused this Agreement to be signed by its President, attested by its Clerk.

Date: 8/26, 2021


Representing the San Mateo-Foster City  
School District

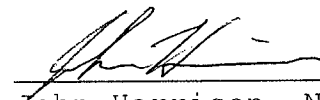
  
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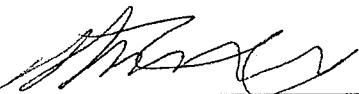
  
Carrie Haselton

  
Andrew Soliz.

Representing the California School  
Employee's Association, Chapter 411

  
Alicia Aragon, President

  
John Harrison, Negos. Team

  
Mark Westerberg, LRR

Attested by:

\_\_\_\_\_  
Clerk for the Board of Trustees  
San Mateo-Foster City School District