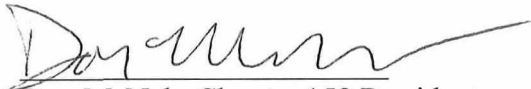


**TENTATIVE AGREEMENT
BETWEEN
OFFICE OF THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 158**

This Tentative Agreement settles and completes the 2025-2027 successor contract negotiations and establishes a new contract term from July 1, 2025 through June 30, 2027. The following articles are included in this Agreement and attached to this document **(and for any agreed upon changes set out in this Tentative Agreement, they shall, unless noted otherwise, be effective the first full month following ratification of this successor Agreement).**

- ARTICLE 5 – SALARY AND BENEFITS
- ARTICLE 6 – HOURS AND OVERTIME
- ARTICLE 7 - TRANSFERS
- ARTICLE 8 – LEAVES
- ARTICLE 19 - CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS
- ARTICLE 27 – TERM OF AGREEMENT
- ARTICLE ____ - OUTDOOR EDUCATION

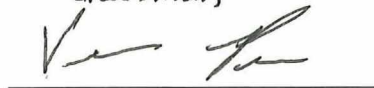
CSEA 158


Don McNab, Chapter 158 President

SMCOE

 6/16/26
Tami Moore, Associate
Superintendent, HR


Jose Giacom, Negotiation Team
Giacoman


Veronica Pro, Negotiation Team


Marcelo Rodriguez, Negotiation Team


Mark Westerberg, ERR

Article 5 – Salary and Benefits

All Sections status-quo, except as follows:

5.1 – Salary

~~The County Office agrees to provide a 3.0% increase to the salary schedule effective as of July 1, 2022.~~

~~The County Office agrees to provide a \$3,500 one time off schedule payment. To be eligible to receive the off schedule payment, the bargaining unit employee must be employed as of the date the successor collective bargaining agreement is fully ratified.~~

~~5.1.1 (2025-2026) School Year: The County Office shall provide a 3.5% increase to the salary schedule, retroactive to July 1, 2025.~~

~~5.1.2 (2026-2027) School Year: The County Office shall provide a 3.5% increase to the salary schedule, effective July 1, 2026.~~

~~5.1.3 If, prior to the full ratification of this Agreement, a unit member retired or was placed on a reemployment list under the Education Code during the 2025-2026 or 2026-2027 school year(s), the unit member shall be eligible to receive the retroactive salary adjustment for the time in paid status during the respective school year(s).~~

The salary schedule(s) is attached as Appendix B.

5.2 *[Status-quo]*

5.3 Health and Welfare Benefits*[replace existing contract language with the following]*

5.3.1 Health Benefits Cap

5.3.1.1 2026 Calendar Year Benefits Cap

Effective January 1, 2026, the County Office will contribute toward coverage in County Office provided medical plans for unit members who are 0.50 FTE or greater, as follows:

- Single Coverage –\$1,400.00 per month
- Employee Plus One and Family Coverage – \$1,750.00 per month

5.3.1.2 2027 Calendar Year Benefits Cap

Effective January 1, 2027, the County Office will contribute toward coverage in County Office provided medical plans for unit members who are 0.50 FTE or greater, as follows:

- Single Coverage \$1,500.00 per month
- Employee Plus One and Family Coverage – \$1,850.00 per month

5.3.1.3 Irrespective of the coverage level selected by the unit member, the cost of dental coverage will be deducted from the applicable monthly contribution prior to any medical or vision coverage deductions, i.e., if a unit member selects employee plus one dental coverage that full amount will first be deducted from the contribution amount defined above in Articles 5.3.1.1 and 5.3.1.2. The remainder will be applied toward medical coverage and if there is any leftover money from the contributions set out in the sentence above, it may be applied first toward the

cost of single-only vision coverage and then toward vision coverage for spouses, registered domestic partners, or dependents.

5.3.2-5.3.3 [Status-quo]

5.4-5.12 [*status-quo, except update numbering in 5.6.3*]

5.13 – Out-of-Classification Pay: Bilingual Interpretation and Translation Duties Stipend
Effective July 1, 2026:

5.13.1 The assignment of interpretation and translation duties shall be offered by seniority within the same school site where the interpretation and/or translation duties are to be performed. For an employee to be eligible to be offered interpretation and/or translation work, the employee must have passed the County Office's bilingual proficiency assessment and the interpretation/translation work shall not be in a job classification which already requires proficiency in a second language. If no employee within the school site takes the assignment or if there is no employee qualified to do the work, then the work will be assigned to another qualified employee, as determined by the County Office.

5.13.2 Employees who are assigned to perform oral or written work in languages other than English shall be paid a bilingual differential of \$20.00 per hour in addition to their base hourly rate for the time they perform the interpretation and/or translation work.

5.13.3 Employees shall be compensated for no less than fifteen (15) minutes of bilingual work and then in fifteen (15) minute increments thereafter, including travel from their assigned job site to perform this work (if required).

5.13.4 Bargaining unit employees shall submit timecards each month for any interpretation and/or translation work performed in that month.

~~5.13.1 Paraeducators authorized to perform work using oral or written language, other than English outside of their assigned work site or after regular work hours, shall be compensated an additional 8.625% of base salary as work out-of-class pay differential.~~

~~5.13.2 Paraeducators shall receive at least 15 minutes pay for after-hour assignments.~~

~~5.13.3 Paraeducators will be paid travel time to each designated assignment.~~

5.14-5.16 [status-quo]

5.17 [*replace entire sections with language from the Parties' Catastrophic Leave MOU*]

5.18 [status-quo]

ARTICLE 6 – HOURS AND OVERTIME

6.1 – Regular Work Week

6.1.1 Except as specified in Article 6, INSERT NUMBER FOR NATURALIST, SENIOR NATURALIST, ETC., the regular workweek for full-time employees shall consist of five (5) consecutive weekdays of scheduled workdays of eight (8) ~~consecutive continuous~~ hours per day, exclusive of an employee's meal period, and forty (40) hours per week.

6.1.2 The regular days that employees are to be scheduled during a workweek shall be Monday through Friday, except for any employee mutually agreeing with the County Office to work a different schedule.

6.1.3 The regular workweek for Paraeducator job classifications shall consist of five (5) consecutive weekdays and scheduled workdays of six and one-half (6.5) continuous hours per day, exclusive of a 30-minute unpaid meal period, and 32.5 hours per week, exclusive of the 30-minute meal periods.

6.1.4 Part-Time Employees

6.1.3.1 The length of the workday and the number of days worked per workweek for part-time employees shall be designated by the County Office, however, the regular workday for part-time employees shall be no less than three (3) continuous hours per day, unless mutually agreed to in writing between the County Office and CSEA.

~~6.2 — Work Day/Work Hours Special Education Paraeducators~~

~~Except as provided in Article 6.6, Paraeducators, except those Paraeducators working in Early Childhood Education ("ECE"), are 6.5 hour per day employees. ECE Paraeducators are 5 hour per day employees.~~

6.3 [status-quo]

6.4 [status-quo]

6.5 – Calendar

6.5.1 Each employee shall be given information, as soon as possible at the start of the school year, as to the complete calendar for the school year, showing all workdays, holidays, vacation days (if applicable), and leave days for that employee.

6.5.2 ~~If a special education employee works more than 183 days in one school year, the employee shall be paid for the extra days at the regular daily rate for that classification. The work year for all job classifications, except for Naturalist, Senior Naturalist and Health Care Specialist (i.e. Outdoor Education job classifications) shall be no less than 186 working days, plus holidays. The work year for Outdoor Education job classifications shall be no less than 155 working days, plus Holidays.~~

6.5.2.1 Working days beyond the regular work year shall be compensated at no less than the employee's regular hourly rate of pay.

6.5.3 The County Office shall provide a master list that contains the holidays and breaks for each of the Districts in which the County Office operates a Program.

6.5.4 Prior to the start of the new school work year, the County Office shall provide: (1) a draft of the work year calendar to the CSEA Chapter President; and (2) an opportunity to negotiate. The work year calendar may include multiple work years in which case the County Office does not need to provide a draft and/or an opportunity to negotiate over the calendar for the year(s) that have been previously adopted by the Parties.

6.6 – Holidays

The County Office shall provide unit members with 16 paid holidays per year provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

~~6.6.1 Off-site Paraeducators may follow the local school calendar except when the local school calendar provides for fewer holidays than the number provided in the Agreement. In that case, the affected employee shall receive off the additional day(s) set forth in the local school calendar with pay or a day's pay in lieu thereof.~~

6.6.2 ~~On-site~~ Paraeducators and other unit members shall receive the following holidays if the holiday falls within the unit member's established work calendar and/or if they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

6.6.2.1 Independence Day

6.6.2.2 Labor Day

6.6.2.3 Veteran's Day

6.6.2.4 Thanksgiving (3 days, generally Thanksgiving Day as well as the day before and after Thanksgiving)

6.6.2.5 Winter Break (Generally, December 24th and December 25th)

6.6.2.6 New Year's Eve

6.6.2.7 New Year's Day

6.6.2.8 Martin Luther King Day

6.6.2.9 President's Days (2 days on dates to be determined)

6.6.2.10 Spring Holiday

6.6.2.11 Memorial Day

6.6.2.12 Juneteenth Day (effective with the 2022-2023 school year)

6.6.3 Calendar

~~Prior to May 1 of each year, the County Office will provide the CSEA Chapter President with a copy of the proposed work calendar for the following year.~~

6.7—Part-Time Assignment

~~6.7.1 The length of the workday for part-time employees shall be designated by the County Office.~~

~~6.7.2 Part-time assignments shall be made at the beginning of the school year on a fixed, regular, and ascertainable minimum number of consecutive hours, not less than three (3) hours per day.~~

~~6.7.3 Hours may be modified by mutual agreement of the employee and County Office.~~

6.8 – Lunch Period

All employees whose regular workday is six (6) hours or more shall receive a duty-free meal period without pay of not less than one half hour and ~~or~~ no more than one hour.

6.9– Rest Periods

All employees shall receive a paid fifteen (15) minute rest period in each four (4) hour working period. Paraeducators shall receive a rest period based upon hours worked, as follows:

Hours Worked	Rest Period Minutes
5.0	19
5.5	21
6.0	23
6.5	25
7.0	27
7.5	29

Employees are not able to combine rest periods nor can skip a rest period in order to leave work prior to the conclusion of their scheduled workday.

New Section – Naturalist, Senior Naturalist and Health Care Specialist Scheduling

In order to ensure the County Office's ability to provide services/supervision to students attending Outdoor Education, the County Office proposes for the classifications of Naturalist, Senior Naturalist and Health Care Specialist Scheduling the following take effect the first full month following ratification of the parties' negotiations:

1. That on a weekly basis, it may create a flexible work schedule where employees in such classifications will be assigned to one or more shifts during that week consisting of an 8-hour shift, absent any overtime requirements, with the earliest start time for the schedule

being 7:30 am and the latest end of the workday being 11:00 pm. Under such schedules, employees may have different start and end times of their shift throughout the workweek. The County Office will provide advance notice to employees of their schedule prior to the start of the workweek.

2. That the County Office may create split shift schedules for employees whereby the employees will work their regular 8-hour shift, but it will be broken up into two work segments in a day provided that no segment shall be for less than two hours.

ARTICLE 7 – TRANSFERS

(NEW) 7.X Classroom Assignments for Paraeducators

7.X.1 All Paraeducator job classifications shall be assigned a classroom and a worksite at the start of each school year. Prior to making such assignments and prior to the start of the work year, returning Paraeducators will be surveyed regarding their preference of worksites and classrooms for the following work year. Survey results will be considered when making classroom assignments.

7.X.2 Voluntary Classroom Changes: During the school year, employees in Paraeducator job classifications may request to move classrooms at their worksite by submitting a request to change classrooms, in writing, to the worksite administrator. A request may only be submitted if there is a vacancy within a classroom at the same worksite as the Paraeducator submitting the request. Employees are limited to moving classrooms once per school year under this Section. The administrator shall have sole discretion to grant the request. The administrator shall not grant the request if it results in involuntary displacement of an existing Paraeducator from their assigned classroom.

7.X.3 Itinerant Paraeducators may be temporarily moved between worksites and classrooms on an as needed basis, at the discretion of the County Office. Involuntary permanent changes in assigned worksites during the work year shall be subject to the Involuntary Transfers Section of Article 7, Section 7.4.

7.X.4 ~~The County Office may~~ **to** To ensure there is sufficient Paraeducator coverage in all classrooms at a worksite, the County Office may temporarily move Paraeducators between classrooms at the same worksite in the following order:

7.X.4.1 ~~First~~ **s**Substitutes shall be moved

7.X.4.2, ~~then~~ **Itinerant** Paraeducators shall be moved.

7.X.4.3 **If a classroom still requires additional Paraeducator coverage, then the County Office may request that a non-itinerant Paraeducator voluntarily** move between classrooms at a **the same** worksite. If all paraeducators at **the** a worksite do not voluntarily agree to the temporary move between classrooms, the County Office may move the least senior, qualified Paraeducator **at the worksite.**

7.X.5 For purposes of Section 7.X, a worksite is defined as the physical address where the employee is assigned.

ARTICLE 8 – LEAVES

8.4.1 Sick Leave

8.4.1 Sick leave is the absence of an employee that includes being absent because of illness or injury of the employee, or illness or injury of the employee's child, which requires the absence of the employee during regularly assigned hours of service, or serious or emergency illness of the employee's immediate family members, as defined below, which requires such absence. Bargaining unit employees may use sick leave for the following purposes:

8.4.1.1 Safe leave: Employees may take safe leave if the employee or the employee's family member is a victim of a qualifying act of violence and time off is needed to:

8.4.1.1.1 Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety or welfare of the victim, their child, or a family member;

8.4.1.1.2 Seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence;

8.4.1.1.3 Seek, obtain, or assist a family member to seek or obtain, services from a domestic violence shelter, program, rape crisis center, or victim services organization as a result of a qualifying act of violence;

8.4.1.1.4 Seek, obtain, or assist a family member to seek or obtain, psychological counseling or mental health services related to an experience of a qualifying act of violence;

8.4.1.1.5 Participate in safety planning and take other actions to increase safety from future qualifying acts of violence;

8.4.1.1.6 Relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or daycare;

8.4.1.1.7 Provide care to a family member who is recovering from injuries caused by a qualifying act of violence;

8.4.1.1.8 Seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence;

8.4.1.1.9 Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or

8.4.1.1.10 Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

Qualifying Act of Violence. For purposes of this Section, a “qualifying act of violence” means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime against the employee or their family member: (a) domestic violence; (b) sexual assault; (c) stalking; or (d) an act, conduct, or pattern of conduct that includes any of the following: in which an individual causes bodily injury or death to another individual; in which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or in which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death. ~~Bargaining unit employees may take safe leave if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.~~

8.4.1.2 Sick leave: Bargaining unit employees may take sick leave for themselves and their eligible family members as defined in Section 8.4.2: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

8.4.2 For purposes of this Section, “immediate family” is defined as: parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, grandparent of the employee or the employee's spouse or registered domestic partner, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the employee, an individual for which the associate stands in loco parentis, legal guardian or ward, or any person living in the immediate household of the employee as well as a designated person. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or

dependency status. A “designated person” means a person identified by the employee at the time the employee requests sick time. Employees are limited to one designated person per 12-month period.

- 8.4.3 Employees shall earn sick leave at the rate of 0.44 hours of sick leave per working day of eight (8) hours.
 - 8.4.3.1 The base for full year computation is two hundred and thirty (230) days.
 - 8.4.3.2 All annual calculations of sick leave shall be in whole numbers and be rounded to the next highest hour.
 - 8.4.3.3 Employees working less than full time shall earn sick leave on the ratio their work year and/or work day bears to a full year of two hundred and thirty (230) days and a full day of eight (8) hours.
- 8.4.4 At the beginning of each fiscal year, the sick leave credit of the employee shall be increased by the number of days of paid sick leave, which he/she would normally earn in the ensuing fiscal year. An employee’s sick leave credit shall be adjusted if a change in assignment alters the amount of sick leave earnable.
- 8.4.5 Sick leave may be taken at any time during the work year. A new employee with probationary status shall not be eligible to take more than six (6) days, or the proportionate amount to which he/she may be entitled under this Section, until the first day of the calendar month after 130 working days of active service with the County Office.
- 8.4.6 Sick leave shall be allowed in one-half hour increments or greater to cover all or just part of a work day. Pay for any day of sick leave shall be the same pay the employee would have received if he/she had worked that day.
- 8.4.7 If the need to use sick leave is foreseeable, an employee must provide reasonable advance notice – either orally or in writing – to his/her supervisor of an absence from work. If the need to use sick leave is unforeseeable, the employee must notify the supervisor – either orally or in writing – of his/her absence no later than one hour prior to the start of each workday, except in situations where such notice is not possible. In situations where notice could not be given in a timely manner, notice of an employee’s absence must be provided as soon as possible. The notice must also include a written explanation of why timely notice could not be given.
- 8.4.8 At least one day prior to the expected return to work, the employee shall notify the supervisor in order that any substitute employee may be terminated. If the employee fails to notify the supervisor and both the employee and the substitute report, the substitute is entitled to the assignment, and the employee shall be charged with a day of sick leave.
- 8.4.9 An employee absent more than five (5) consecutive working days shall be required to present a note from his/her health care provider stating the absence

was necessitated by reasons covered by this Section and authorizing the employee to return to work with or without restrictions. A health care provider's statement may be required to verify any illness, injury or exposure to contagious disease, which is the basis for an employee's use of paid sick leave.

8.17 – Personal Business Leave/Mental Health Days – The changes proposed below will be effective the first full month following ratification of the parties' successor collective bargaining agreement.

8.17.1 ~~Two~~ Three days of leave with pay per fiscal year shall be allotted to all eligible unit members for personal business that cannot reasonably be conducted outside of school hours or for a mental health day. Personal business leave/mental health days may not be used during the first two weeks of a unit member's assigned work year, within the last two weeks of a unit member's assigned work year or the two days preceding or after a County Office recognized holiday, except with the advanced written permission of the unit member's immediate supervisor, or in emergency situations. In the event of an emergency situation, the unit member must provide immediate notice to their supervisor of the need to take a personal business leave day. ***Update chart in 8.4.9 accordingly***

8.17.2 In addition, one day of leave with pay per fiscal year shall be allotted to all eligible unit members for personal business that cannot reasonably be conducted outside of school hours. This additional day shall be deducted from an employee's sick leave accrual.

8.17.23 Employees shall be eligible to use their Personal Business Leave days six months after their actual date of hire.

8.17.43 There will be no carry-over of Personal Business days from school year to school year.

ARTICLE 19 - CLASSIFICATION, RECLASSIFICATION, AND ABOLITION OF POSITIONS

All Sections status-quo, except as follows:

19.3 – Reclassification

Reclassification of existing positions shall be done by the Personnel Commission, in accordance with the Merit Rules. Requests for a reclassification study may be made by the Personnel Director, the County Office, an employee, or the Association. Any reclassification recommendation which includes in a downward adjustment in an employee's position or class or results in a decrease in the employee's hourly pay rate, or has an adverse effect on any bargaining unit employee shall be subject to the negotiations process between CSEA and the County Office.

19.4 – Effects on Incumbents

~~19.4.1 When positions or whole classes are reclassified upward, the rights of incumbents are determined in accordance with Education Code Section 45285.~~

~~19.4.2 Incumbents of the reclassified position who have been in the class for three (3) or more years shall be reclassified with their position without examination.~~

~~19.4.3 An employee who has been reclassified with the position shall be ineligible for subsequent reclassification with the position for a period of at least three (3) years from the initial action.~~

~~19.4.4 Those incumbents not able to be reclassified with their positions without competitive examination shall have one opportunity to pass a qualifying examination for the higher class.~~

~~19.5 Downward Adjustment~~

~~Downward adjustment of any bargaining unit employee's position or class of positions shall be considered a demotion and shall not take place until the employee is given fifteen (15) days written notice, and Association and the County Office have had an opportunity to discuss the situation prior to Board action.~~

ARTICLE - OUTDOOR EDUCATION

X.1 Outdoor Education Classifications

Outdoor Education job classifications shall include: Naturalist, Senior Naturalist, and Healthcare Specialist

X.1.1 Housing

The County Office will not charge employees in Outdoor Education job classifications for the cost of housing which is provided by the County Office. The County Office will comply with applicable IRS regulations relating to whether the housing is considered taxable income to employees.

X.1.2 Meals

Effective commencing with the 2026-2027 work year, employees in Outdoor Education job classifications may elect to access County Office provided meals at their worksite, at the employee's expense.

If an employee elects to access to County Office provided meals at their worksite, then the employee shall notify the County Office and the employee will utilize may either: (1) opt-in to a Point of Sale system where the employee will only be charged for the meals that they elect to access, or, (2) opt in to have all meals provided at a discounted monthly rate. As of October 6, 2025, the cost of individual meals will be as follows: \$4 per breakfast, \$5 per lunch and \$6 per dinner. The discounted rate for opting to access all County Office provided meals shall be \$ per paycheck.

The actual cost of meals may be adjusted periodically by the County Office, in the event costs are adjusted, affected employees will be provided notice in advance of the adjustment.

ARTICLE 27 – TERM OF AGREEMENT

27.1 – Term of Agreement

27.1.1 This Agreement, when signed by both parties shall be effective from July 1, 2025 through June 30, 2027. The parties agree that they have completed negotiations for the term of this Agreement and that there shall be no reopeners during the life of the Agreement except as otherwise provided in this Agreement.

~~27.2 – Bargaining Units Committee~~

~~CSEA and the County Office agree with the concept of establishing a committee represented by bargaining units and meet and confer units to recommend an office-wide approach to address employee benefits. Participation of each unit will be voluntary.~~