

Tentative Agreement
Between
The Santa Barbara Unified School District
And
California School Employee Association and its Chapter 37
May 13, 2026

ARTICLE 17 - WORKING OUT OF CLASS AND RECLASSIFICATION

17.1 Classification

Every bargaining unit position shall be placed in a classification.
Classification shall be defined as the employee's Board approved job description.

17.3 Reclassification

17.3.1 Definitions

Reclassification: The upgrading of a position to a higher classification (e.g. title, hours, duty statement, and/or salary range) as a result of the gradual increase of the duties being performed by the incumbent in that position. The Reclassification process is initiated as outlined in 17.6, subject to CSEA and District review as outlined in 17.6 to ensure accurate job descriptions reflecting the work actually done and to maintain competitive wages, and is finalized upon completion of the process outlined in Article 17.6. For the purposes of this article, "duties" and "functions" are used synonymously.

Essential Functions: The fundamental duties and responsibilities that are necessary for performing a particular job.

Knowledge: The theoretical or factual understanding of concepts, information, and principles relevant to a particular field or job.

Skills: The practical, learned abilities that enable an individual to perform specific tasks or activities effectively.

Abilities: The natural or innate talents and aptitudes that individuals possess. Abilities can include cognitive and physical abilities.

Minimum Qualifications: The minimum standard of education, training, and experience specific to each position.

Tasks: Methods by which the function is completed.

17.4 Qualifying Criteria for Reclassification:

The decision to reclassify a position is determined ~~by~~ based on the ~~degree of the~~ following factors:

- Significant changes to duties, whether gradual over time or more immediate, beyond what was originally negotiated for this classification or beyond industry standard changes within the classification.
- Significant increase in responsibilities and/or decision making authority,
- Significant increase in the need for knowledge, skills, and ability that requires formal education or certification
- Significant increase in the minimum qualifications requirement for education, training, and experience ~~in the job description~~.
- Significant misplacement of classification in the organizational/classification structure.

17.4.1 Upon review of the factors listed above the reclassification of a position may be warranted:

1. If there is an existing Job Classification in the Bargaining Unit that the employee can be placed into.
2. If a significant change in the level of one or more of the aforementioned factors occurs, as directed by their supervisor.
3. If not performing these functions would be detrimental to the operation of the department.
4. If it is determined that the position has changed substantially from the original job description.
5. If the currently assigned job description does not accurately reflect the assigned duties.

17.4.2 A reclassification may be unwarranted:

1. If there is an increase in the volume of work currently performed.
2. If functions are already listed in the current job description.
3. If it is viewed as a reward for superior performance.
4. If it is determined that reassignment of duties may be more appropriate than reclassification.

A probationary employee is prohibited from submitting a request for reclassification.

17.5 Incumbent Rights

When an entire class of positions or a position is reclassified, the incumbents in the positions shall be entitled to serve in the new positions.

17.6 Reclassification Procedure

The District, Management, CSEA, or individual permanent unit members may initiate reclassification requests. If the District identifies a legitimate operational need to propose a reclassification outside the timelines established in this article it reserves the right to do so, but will meet and negotiate with CSEA prior to implementation. A unit member who has been reclassified in their position is ineligible for subsequent reclassification in their position for a period of at least two years from the implementation

17.6.1 Request For Reclassification

1. The window for submission of reclassification requests to Human Resources will begin annually October 1st and end October 31st.
2. Employee or CSEA request for reclassification: The Human Resources Classified Manager must receive a completed "Reclassification Request Form" for the reclassification request to be considered. Reclassification Request Forms received after the closing of the annual window shall not be considered.

17.6.2 Reclassification Committee Review Process

1. The Human Resources Classified Manager shall facilitate the review process. , Committee: CSEA will ensure that the CSEA representatives to the Reclassification Committee will have been appointed by the first workday in September. The Reclassification Committee shall consist of six (6) voting members as follows:

CSEA Chapter 37 president or designee and two CSEA representatives plus one non-voting alternate chosen by the CSEA executive board, The CSEA Labor Relations Representative shall be allowed to participate as a non-voting member of the panel.

Three (3) district representatives as follows, Assistant Superintendent of Human Resources, Assistant Superintendent of Business Services, Classified Personnel Manager. An alternate or designee may be appointed by the Superintendent or designee to fill one of these positions.

2. To avoid conflicts of interest, Committee members may **not** submit a request for reclassification, however they shall recuse themselves as a Committee

member for their own case. Any Committee member who supervises, or who otherwise has a clear conflict of interest, shall recuse themselves as a Committee member for that request. CSEA Committee members cannot vote in the review process for positions in their same classification. Members shall inform the committee of any potential conflict of interest situations (including, but not limited to: family, prior work relationships, personal relationships, etc.)

3. The Committee shall review written reclassification request forms (described above), and may request other supporting documents, and may hear presentations from the employee, immediate supervisor, and/or reviewing other managers. Each action of the Reclassification Committee shall be taken only in official meetings called, scheduled and conducted with all voting members, including alternates if applicable. All decisions by the committee must be made by a simple majority vote of all the six (6) voting members of the Reclassification Committee.

17.6.3 Approval:

If there is an approval of a request for reclassification, Human Resources shall prepare the Board agenda item for consideration of the Board of Trustees and inform the member of approval. If the Board of Trustees approves the request for reclassification, the decision shall be implemented on the subsequent July 1.

17.6.4 Denial

The Committee shall inform the unit member of the committee's denial and rationale in writing.

17.6.5 Process for Denied Reclassification Request

If the employees' reclassification is officially denied but the employee has been determined to have been performing tasks inconsistent with their job description, the Superintendent of HR shall work with the employee's immediate supervisor to cease directing these tasks to the employee.

An employee whose position has been reclassified is ineligible for subsequent reclassification for a period of two (2) years from the effective date of such reclassification

17.7 Grievance

The provisions of Article 17.6 shall not be subject to the grievance procedure

17.8 Working out of Class

17.8.1 Definitions:

17.8.2 Reasonably related: Using similar skill sets to a fair and moderate degree in a similar setting and during the employees normal working hours.

17.8.3 Working out of class: Performing job duties outside of your assigned job description for any period of time which exceeds 40 hours, or equivalent work week within 90 days. No employee shall work out of class (assigned or by mutual agreement) without a written agreement between the unit member and their supervisor, which may include a plan for reassigning of work and/or potential overtime hours.

17.9 Working out of class - reasonably related:

Unit members shall not be required to perform duties which are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds 40 hours or equivalent work week within 90 days. If the unit member works beyond the 40 hours or equivalent work week within 90 days the member shall be compensated for the initial 40 hours or equivalent work week at the out of class rate.

17.9.1 A unit member may only be assigned to work out of class if: Duties reasonably relate to their job description as practiced Duties are temporary and do not exceed the employees normal working hours. Assigned working out of class duties shall not exceed 20 working days unless necessitated by extenuating circumstances and the parties agree to an extension. HR shall be notified by employee or CSEA prior to the expiring of the 20 days in order to remedy any issues.

17.9.2 Extra pay for working out of class - reasonably related:
Pay shall be the unit member's current step of the salary range of the higher classification or the subsequent step that yields at least a 10% increase, whichever is greater, for the entire period they are required to work out of classification. (Ref. 18.2, for work over 40 hours or equivalent work week within 90 days. The unit member shall be compensated for the initial 40 hours or equivalent work week at the higher rate) Example: Unit member with normal placement on Salary Schedule on Range 20 is at step 4 shall be paid at Range 22 step 4, or the subsequent step that yields at least a 10%, whichever is greater. Employees being paid out of class shall maintain that pay during vacation, holidays, sick leave, etc. during the period they are working out of class.

17.10 Working out of class - not reasonably related:

A unit member may mutually agree to perform duties that do not reasonably relate to their board approved job description; their salary will be adjusted upward for the entire period they work out of classification. Employees shall maintain that pay during vacation, holidays, sick leave, etc. during the period they are working out of class.

17.10.1 Extra pay for working out of class - not reasonably related: Pay shall be the unit member's current step of the salary range of the higher classification or the subsequent step that yields at least a 10% increase, whichever is greater, for the entire period they mutually agree to work out of classification. Example: Unit member with normal placement on Salary Schedule on Range 20 is at step 4, shall be paid at Range 22 step 4 or the subsequent step that yields at least a 10%, whichever is greater. Employees being paid out of class shall maintain that pay during vacation, holidays, sick leave, etc. during the period they are working out of class.

17.11 For purposes of this section, "regular rate of pay" shall refer to the salary range and step of the unit member exclusive of any differentials or premiums applied to that rate. Any differentials or premiums will be applied to the out of class rate of pay in the same manner as they are applied to the regular rate of pay.

17.11.1 Selection of unit members for out of classification assignments shall be based on the ability of the unit member to perform the duties of the higher level position as determined by the supervisor. When there are more than two unit members who have the requisite skills for the assignment and who have expressed an interest in the assignment, the assignment shall be made by seniority in the District.

17.11.2 Board Approved out-of-classification work assignments shall not extend beyond 90 working days unless necessitated by extenuating circumstances and the parties agree to an extension. In the event a unit member works in a board approved out-of-classification assignment for more than 90 working days, the unit member will be considered qualified for the position and shall be promoted to the higher classification if a vacancy exists. If there are other interested qualified bargaining unit members, interviews shall be conducted to fill the position. The district is not obligated to open a vacancy for the sole purpose of fulfilling 17.11.2.

17.12 Redistribution of Workload:

Unit members with concerns around workload shall present their concerns to their immediate supervisor. If concern persists beyond 20 working days, the unit member can contact HR with their concerns. HR shall immediately begin to work with CSEA president to resolve any ongoing workload concerns.

CSEA President

Ken Rivas

SBUSD Chief Negotiator

John Becchio

CSEA Labor Representative

Zach Ortiz

Tentative Agreement
Between
The Santa Barbara Unified School District
And
California School Employee Association and its Chapter 37
May 13, 2026

TENTATIVE AGREEMENT - Article 9 - Wages

9.1 Base Wages:

9.1.1 The parties agree that the base salary schedule (Exhibit A) shall increase by 2.5% percent, effective July 1, 2026. Steps 13,16, and 19 shall collapse in the 2026-2027 school year.

9.1.2 All unit members shall advance one step on the current salary schedule (Exhibit A) on July 1 of each fiscal year. Unit members hired or promoted on or after March 31 of any fiscal year shall receive their step increase on July 1 of the following fiscal year.

9.1.3 For purposes of determining seniority the District will use the unit members' hire date as a regular classified employee. Hire date will be identified based on the first day in paid status. Seniority is not tied to step placement on the classified salary schedule.

9.2 Career Increment Pay:

Unit members shall earn career increment pay according to the schedule attached hereto as Exhibit A.

9.3 Paychecks -- Procedures in connection with paychecks shall be as follows:

9.3.1 Frequency – once monthly. To the extent within control of the District, all unit members in the bargaining unit shall be paid once per month payable on or

before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding work day.

9.3.2 All nine (9) and ten (10) month unit members will be paid September through June in ten (10) equal payments. If the assignment begins in August, eligible unit members will receive appropriate Public Employee Retirement System (PERS) service credit. Unit members working eleven (11) months per year shall be paid August through June.

9.3.3 Errors: Any payroll and/or payroll reporting errors resulting in insufficient payment of salary and benefits for a bargaining unit member shall be corrected and a supplemental check issued within the five (5) working day timeframe required by Education Code section 45167. If a payroll mistake causes undue hardship for the employee, the Union may meet and confer with HR to determine the appropriate course of action to remedy the situation.

9.3.4 Overpayments: Any unit member the District has reason to believe has been overpaid shall be notified in writing of the alleged overpayment. the member and the Payroll Manager shall attempt to meet within five (5) working days of written notification, or as soon as possible thereafter. The unit member and Payroll Manager will attempt to create a repayment plan to reimburse the District. Any agreement must adhere to Ed Code 44042.5 (a)(1). If the member does not agree that there is an overpayment or an agreement cannot be reached, the process shall follow 44042.5.

9.3.5 Deferred Net Pay: Upon submission of an application form to the Payroll Department, unit members who work less than twelve (12) months may receive salary payments over a 12-month period.

9.3.6 In instances of work out of classification, unit members will retain their salary step from their normal assignment in the out of classification assignment salary range, but in the event a promotion occurs salary placement will be based on section 9.4.1.

9.4 Salaries on Change of Status:

9.4.1 Promotion:

a. In instances of promotion, unit members shall be placed at the specific step of the new range that yields a 10% increase from their previous regular assignment. In the event that the new range and step does not produce at least a 10% increase, the employee would be placed at the top step of the new range. Should the step placement be in a frozen range of steps, the member shall be placed at the top frozen step. (e.g. If steps 6-8 are frozen and step 6 is the first step that yields 10% the employee would be placed at step 8).

b. Appointment of a unit member to a classification with a salary range equal to their current range shall not be considered a promotion and shall not warrant a salary increase.

9.4.2 Demotion:

a. A unit member who is demoted to a position in a classification with a lower salary range shall be on the same step of the lower salary range they held on the range from which they were demoted.

b. There shall be no change in anniversary date under 9.4.2 (a).

9.4.3 Reclassification:

a. If a unit member's position is reclassified to a classification having the

same salary range, the range and anniversary date of the incumbent shall not change.

b. If the position is reclassified to a classification that has a higher salary range, the incumbent shall be paid at the same step in the new range.

This reclassification shall not affect the anniversary date of the incumbent.

c. When a unit member's position is reclassified to a lower paid classification, and the unit member's rate of pay prior to such classification falls within the salary range of the classification to which the position is reclassified, the unit member shall be placed in the step of the new classification's lower salary range closest to (but not lower than) the unit member's rate of pay prior to the reclassification. If the maximum step of the lower salary range is less than the unit member's rate of pay prior to the reclassification, the unit member shall retain their rate of pay, and the rate shall be identified as the "Y" step, at which time the unit member shall be placed in the maximum step of the lower salary range.

9.4.4 Summer:

For summer work assignments that are at a lower range the unit member will assume that range, but remain in their current step of their regular assignment. For summer work positions that are at a higher range, the unit member will be placed at the current step of the higher range or the specific step that yields a 10% increase from their regular assignment, whichever is greater.

9.5 Me Too

Should any other bargaining unit or administrative group of the District receive any

greater overall salary schedule percent increase above what is agreed to herein, the CSEA bargaining unit shall receive the same overall salary schedule percent increase.

9.6 Twelve-Month Employees' Work Contract

CSEA and District agree that the average work days in a year are approximately 261 (2088 hours), when averaged out over many years. CSEA and District also agree that District must report to CalPERS employees' pay based on a 260 day (2080 hours) work year calendar for all 12-month, full-time employees (FTEs), as required by CalPERS. CSEA and District agree to a one-time increase to the hourly rate (equal to one additional day) for the classified job classifications that have existing 12-month employees in the classifications in order to calculate the new monthly salary rate. The employee will have had a salary that was adjusted up so that the monthly and annual salary would be reflective of the fact that the average calendar days worked over time is 261.

This one time adjustment will constitute a permanent change to a monthly salary pay rate system for all classifications. After the one time adjustment, the monthly rates represented in the salary schedule are the monthly salaries for the 12 month classifications only. Nine, 10, and 11 month employees' pay will be equalized in monthly payments based on total contracted days worked and the hourly rate.

12-month employees will be expected to work the number of work days in each month. The monthly salary rate will not fluctuate with differing calendar day years (for example: employees will not be paid less when there is a 260 day work year or more 18 when there is a 262 day work year). District will report to CalPERS the employees' monthly salaries based on the 260 day (2080 hour) work year per CalPERS

requirement for retirement benefits.

This change is being made on a one-time, non-precedent setting basis. There will be no future salary schedule adjustments if a 12 month classification is added to a given range.

9.8 This Agreement applies to employees who are unit employees on and after the date of this Agreement legally goes into effect. This Agreement shall remain in full force and effect through June 30, 2027. Negotiations will resume for the 2026-2027 school years, for which the parties agree to reopen Article 9 (Wages), Article 41 (Health & Welfare Benefits) and-three other Articles for each party.

CSEA President

Ken Rivas

SBUSD Chief Negotiator

John Becchio

CSEA Labor Representative

Zach Ortiz

Tentative Agreement
Between
The Santa Barbara Unified School District
And
California School Employee Association and its Chapter 37
May 13, 2026

Note: The below Article 40 would replace current Article 40 in its entirety, and the entirety of the current Article 40 would be stricken.

ARTICLE 40 - Professional Learning Program

40.1 The intent of this article is to support and encourage ongoing professional learning for unit members by providing clear, equitable, and consistent compensation for educational advancement and job-related skill development. This article is designed to encourage unit members to voluntarily gain increased knowledge and skills which enhance their ability to fulfill the mission of the District, provide opportunities for advancement to new positions, and promote an understanding of the importance of continued growth in effectively supporting student education.

40.2 Educational Degree Compensation

40.2.1 Unit members who hold eligible accredited degrees or certifications shall receive ongoing annual compensation as follows:

- Associate Degree (AA/AS): Annual stipend of three hundred two hundred dollars (\$300)
- Bachelor's Degree (BA/BS): Annual stipend of four hundred and twenty dollars (\$420) dollars
- Master's Degree (MA/MS) or professional licensure equivalent to Master's level (e.g. CPA): Annual stipend of nine hundred eighty eight dollars (\$988)
- Doctoral Degree (PhD/EdD): Annual stipend of one thousand eight hundred seventy two dollars (\$1782)

40.2.2 Compensation shall be:

- Ongoing
- Paid annually and prorated monthly

- Unit members shall be compensated for the highest degree earned only, unless otherwise negotiated.

40.4 Standards and Guidelines for participation in the Professional Learning Reimbursement Program

Unit members shall be eligible for reimbursement for completing professional learning outside of District-provided or District-paid training. Unit members must submit requests for the Professional Learning Reimbursement Program on the "Request for Reimbursement for Professional Learning" form to Human Resources by August 30. The District shall determine whether a professional learning program is eligible based on the following criteria:

- Relevance (i.e., activities shall be job-related or reasonably connected to career advancement within the District.)
- Not otherwise compensable (i.e., do not lead to a degree, license, or certification that is otherwise compensable under a prior section)
- Cost (i.e., fit within District budget priorities and parameters)
- Job performance

Reimbursable costs include program registration, admission, materials and assessments, and do not include travel, lodging, or meals.

40.4.1 Eligible activities include:

- Workshops
- Conferences
- Seminars

40.4.2 Approval and Verification

Unit members shall submit documentation to Human Resources verifying completion of:

- Degrees (official transcripts)
- Certifications (valid certificates/licenses)
- Professional learning activities (proof of attendance or completion)

40.6 General Provisions:

40.6.1 Compensation shall continue as long as the unit member remains employed and meets eligibility requirements.

The stipend amounts for **Educational Degree Compensation** shall increase with negotiated wage increases .

40.7 Grandfather Unit Members:

40.7.1 Unit members currently receiving professional growth compensation prior to 7/1/2024 shall continue to receive said compensation if greater than the negotiated compensation as outlined above.

40.7.2 Unit members who have completed their degree or certificate by 7/1/2024 shall be compensated retroactive to 7/1/2024.

Article 4 - CSEA Rights

4.14 Compensation for CSEA Participation:

4.14.1 CSEA Elected Officials:

Unit members serving as local elected CSEA officers (i.e., President, a member of the CSEA Executive Board, VP, Treasurer, Secretary, etc.) Shall receive an annual stipend of one hundred fifty (\$150).

4.14.2 Committee Participation:

Special committee members (i.e., negotiations, benefits, reclassification, etc.) Shall receive an annual stipend of one hundred fifty (\$150).

4.14.3 Standards and Guidelines for CSEA Participation:

Members serving as a local CSEA officer and on a special committee shall receive both stipends. The maximum number of stipends that can be received is one from each category.

CSEA President

Ken Rivas

SBUSD Chief Negotiator

John Becchio

CSEA Labor Representative

Zach Ortiz

Tentative Agreement
Between
The Santa Barbara Unified School District
And
California School Employee Association and its Chapter 37
April 24, 2026

ARTICLE 4 - CSEA RIGHTS

Article 4 - CSEA Rights

4.1 All CSEA business activities will be conducted by employees and officials outside the established work hours, or as may be expressly and specifically authorized by the Superintendent or designee in their unlimited discretion, except as expressly provided for in this Agreement.

4.2 The Chapter President of CSEA shall take up to 50% full time equivalency- FTE of District-paid release time. The release time shall be used to conduct District-related and/or CSEA business, including but not limited to: negotiations, reclassification committee meetings, labor management meetings, new employee orientation meetings, representing unit members during disciplinary or investigative interviews, representing members during reasonable accommodations or interactive process proceedings, and representing members during any formal appeal process. If needed, the District will provide a substitute employee for the Chapter President. If CSEA is in need of meeting space at a given work site to conduct union business, they may request from administration access to a free meeting space.

4.3 As provided by law, the District will accommodate requests for "Association leave" for unelected members of the bargaining unit, provided a minimum of forty-eight (48) hours prior notice is given, and that the "Association leave" applies at any one time only to a reasonable number of employees.

4.4 CSEA Annual Conference:

Two (2) elected chapter members shall be authorized five (5) days of District-paid release time to attend the annual CSEA conference as delegates. If the conference is longer than 5 days, CSEA may request additional Chapter-paid release time. One additional elected member (for each additional 100 members in the bargaining unit)

shall be authorized five (5) days of Chapter-paid release time to attend the annual CSEA Conference as delegates.

CSEA Professional Development Conference (Paraeducator Conference):

The District shall authorize district paid release time for four (4) attendees for the annual Professional Development Conference (Paraeducator Conference). If the conference is longer than five (5) days, CSEA may request additional Chapter-paid release time.

4.5 Annually by January 31, CSEA shall inform the District of its appointed site representatives. The District shall provide no more than three (3) hours of paid release time for site representatives to receive training on their rights and obligations. The date and time of the training shall be mutually agreed upon by the parties.

4.6 The District shall provide CSEA reasonable access, as defined by a District designee to unit members at their work location for the purpose of conducting lawful association business. The District and CSEA shall work together to establish any additional mutually agreed upon times in which CSEA can meet with unit members such as Professional Development days, staff meeting days, late start days, etc. Any CSEA representative shall, prior to contacting a unit member, make their presence known to the school principal or site designee. If the District finds that CSEA access to employees has created disruption to district operations or employee workflow then the District shall bring the issue to labor management for discussion.

4.7 Use of District Facilities:

4.7.1 CSEA may conduct union business and activities on District property so long as an authorized CSEA representative provides prior notice to the Superintendent or designee.

4.7.2 Up to a total of eight (8) hours-per-month of District-paid release time will be allowed for executive board officers or their designee, subject to the approval of the members' supervisor. A monthly log of the hours requested shall be provided to the Coordinator, Classified Personnel.

4.7.3 The CSEA Chapter President or designee shall be allowed to participate in some reasonable portion of new employee orientations in order to present the particulars of CSEA representation and membership. This presentation shall in no way be interpreted or characterized as District endorsement of membership.

4.7.4 Release time purchased from the District pursuant to Education Code section 45210 shall include the same cost to the District of the released unit member's fringe benefits in addition to the unit member's current wages for the time released. Release time for participation in orientations by a CSEA chapter representative shall be processed in accordance with provisions of Article 4, section 4.7.2 above. In all cases, it is the intent of this section to allow unit members without a loss of compensation or benefits to serve the public employee organization.

4.8 CSEA may make use of District designated bulletin boards, mailboxes, email service, and mail service

4.8.1 All postings on District designated bulletin boards, or items for the District mail service, or sent via District email, must contain identification of CSEA

A copy of such posting or distribution must be delivered to the principal or designee, or if at a non school site the manager in charge of that facility

4.8.1 CSEA will not post or disseminate information which is defamatory of the District, its personnel or any person or group, or which may tend to induce disruption of normal District operations; such material will be subject to immediate removal by the District.

4.8.2 Use of physical facilities hereunder shall, within the limits of past practice, be without charge.

4.8.3 Every site shall have a designated bulletin board for CSEA use.

4.9 **Seniority List:** The District shall provide CSEA a hire date seniority roster of unit members within ninety (90) days of the effective date of this Agreement and thereafter annually by July 1. The seniority list shall include the unit member's name, current site/location, designated title, number of hours assigned per day, number of days assigned per week, number of months per year, and date the unit member first entered into classified service with the District; followed by the number of hours worked per day, number of days worked per year, and hire date in each subsequent classification worked.

4.10 **Board of Education Agendas and District Documents:** The District shall provide CSEA, free of charge, access to digital copies of Board of Education agendas and such public and non-confidential documents submitted to Board members in connection thereof that pertain to matters within the scope of bargaining. In addition, the District will provide CSEA, when submitted for public consideration by the Board of Education, paper or digital copies of first interim, second interim, unaudited actuals, and adopted budgets. Upon request the District shall provide to CSEA copies of any salary schedules, payroll information, contracts and agreements entered into by the District.

4.11 Any management decisions not expressly covered by this Collective Bargaining Agreement that may change the terms and/or working conditions shall require proper and timely notification to CSEA so that CSEA can determine whether negotiations should commence concerning the subject. Proper and timely notice shall be given directly to the Chapter President.

4.12 **Employee Information**

4.12.1 The District shall provide CSEA with contact information on newly hired employees. The information will be provided to CSEA through the designated secure FTP site within thirty (30) days of hire. "Newly hired employee" or "new hire" means any bargaining unit employee, whether permanent, full time, part time, hired by the District. It also includes all employees who are or have been previously employed by the District, including but not limited to limited term, short term, or substitute employees and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit. This information shall be provided to CSEA via the designated secure FTP site. In the event no one is hired in any particular month, the District will advise CSEA that there have been no new employees hired via the designated secure FTP site.

4.12.2 The contact information shall include the following items: First Name, Middle initial, Last name, Suffix (e.g. Jr., III), job title, Classification, primary worksite name, facility/department, work telephone number, work extension, home street address (including apartment #), City, State, ZIP Code (5 or 9 digits), home telephone number (10 digits), personal cellular telephone number (10 digits), personal email address, work email address, employee ID, and hire date.

4.12.3 Periodic update of contact information: The District shall provide CSEA with the information listed above for all bargaining unit members on or before the last working day of October, February, and June. The information will be provided to CSEA via the designated secure FTP site.

4.13 Structure, Time, and Manner of New Employee Orientations.

4.13.1 The District shall work collaboratively with CSEA and its Santa Barbara Chapter #37 to schedule a new employee orientation no less than once a month. The orientation session shall be held on District property and attendees shall be allowed paid release time. Up to one (1) hour of release time shall be granted to the association, along with the CSEA Labor Relations Representative, to present CSEA membership information and a 7 membership application at the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement.

4.13.3 If the employee is unable to attend the scheduled orientation or no orientation is held within a calendar month, the Association shall be able to schedule one half (1/2) hour to present the newly hired bargaining unit employee(s) CSEA membership information, including a membership application.

4.14 Compensation for CSEA Participation:

4.14.1 CSEA Elected Officials:

Unit members serving as local elected CSEA officers (i.e., President, a member of the CSEA Executive Board, VP, Treasurer, Secretary, etc.) Shall receive an annual stipend of one hundred fifty (\$150).

4.14.2 Committee Participation:

Special committee members (i.e., negotiations, benefits, reclassification, etc.) Shall receive an annual stipend of one hundred fifty (\$150).

4.14.3 Standards and Guidelines for CSEA Participation:

Members serving as a local CSEA officer and on a special committee shall receive both stipends. The maximum number of stipends that can be received is one from each category.

CSEA President

Ken Rivas

SBUSD Chief Negotiator

John Becchio

CSEA Labor Representative

Zach Ortiz

Tentative Agreement
Between
The Santa Barbara Unified School District
And
California School Employee Association and its Chapter 37
May 5, 2026

ARTICLE 19 - TRANSFERS

19.1 Definition: For purposes of this section, a transfer shall mean the reassignment of a unit member from one position at a site location/department to another position at a different site location/department in the same classification or to a position in a similar or related classification with the same salary range. If transfer is into an occupied position, the District will meet and consult with CSEA prior to providing the notice set forth in Article 19.2.1.

19.2 District Initiated Transfers Transfers of unit members may be initiated by the District at any time. If the District is initiating the transfer due to documented discipline or documented work performance issues the District shall meet and consult with CSEA prior to providing the notice set forth in Article 19.2.1.

19.2.1 The unit member shall be given five (5) working days written notice from Human Resources prior to the effective date of their transfer, unless mutually agreed to be less than 5 days. If transfer is initiated during non contracted days, the 5 day notice period shall not begin until there is confirmation that the employee is aware of transfer.

19.2.2 The affected unit member will be notified of their right to have CSEA representation at a conference which will be held, at the unit member's request to Human Resources, between the appropriate management representative and the unit member in order to discuss the transfer including options, if any, prior to the transfer becoming effective.

In any event, prior to making a transfer that has not been requested by the unit member to be transferred, the District shall meet with the CSEA Chapter President and/or designees to discuss the proposed transfer. The District shall

provide the reason(s) and applicable priority factor(s) from the list below for District-initiated transfer requests. Transfer decisions will occur based on the following priority order:

- 1) needs of the district
- 2) special qualifications or circumstances
- 3) seniority

19.2.3 In the case a unit member is involuntarily transferred the district shall make reasonable effort to maintain their current daily work schedule.

19.3 Unit Member Request:

19.3.1 A unit member may request a transfer at any time and for any reason. A unit member desiring a transfer shall file a written request with Human Resources designating the specific assignment desired. Human Resources shall maintain the unit member's request for transfer during that calendar year. Unless the transfer request is renewed by the unit member, it shall be removed from the transfer file. Final approval of any unit member-initiated transfer is within the sole discretion of the District.

19.4 New or Vacant Positions:

19.4.1 When a new position is created or an existing position becomes vacant, the District shall, prior to filling the position, give first consideration to those unit members with transfer requests on file, provided that the unit member meets the established qualifications for the vacant position. If the transfer is denied, the unit member will participate in the interview process for further consideration.

19.4.2 Unit members who are denied a transfer shall be notified within five (5) working days after recruitment is completed and may request a meeting with Human Resources to discuss the reasons for denial. The final selection is within the sole discretion of the District.

19.5 Status: Transfers shall not change the unit member's salary rate, seniority, anniversary date or accumulated benefits. If shift premium will be negatively impacted by a proposed transfer there shall be mutual agreement to enact the transfer, unless related to documented discipline or documented work performance issues

CSEA President

Ken Rivas

SBUSD Chief Negotiator

John Becchio

CSEA Labor Representative

Zach Ortiz

Tentative Agreement
Between
The Santa Barbara Unified School District
And
California School Employee Association and its Chapter 37
April 24, 2026

ARTICLE 41 - HEALTH & WELFARE BENEFITS

41.1 Eligibility:

41.1.1 Unit members working a regular assignment of six (6) or more hours per day are eligible for health & welfare benefits on a cost-sharing basis. Unit members shall contribute the difference between the District contribution and the actual cost of the benefit plan.

41.1.2 Medical, dental, vision and life insurance benefits will be effective the first of the month following thirty (30) calendar days after the hire date.

41.2 Plans and Rates:

41.2.1 Effective October 1, 2014, through the life of this contract, unit members shall refer to Exhibit C or the District website, for current medical, dental, vision and voluntary health plans and rates.

41.3 District Contribution:

41.3.1 Beginning July 1, 2024 the District will pay an annual contribution for medical and dental benefit premiums of 75%. The employee will cover 25%.

Dental: The District will cover 75% of the premium and the employee will cover 25%.

Vision: The District will cover 100% of the premium

41.4 Cash-in-Lieu Eligibility:

41.4.1 Unit members hired before 1992 shall have the option of receiving two hundred fifty (\$250) per month if they waive medical insurance coverage.

Unit members receiving cash-in-lieu may purchase dental coverage and other voluntary plans at their own expense. The maximum amount of cash-in-lieu a unit member shall receive in one year will be two thousand, five hundred (\$2,500).

The cash-in-lieu amount shall be prorated for eligible part-time unit members.

41.5 Grandfathered Unit Members:

41.5.1 Unit members hired prior to July 1, 2009 in less-than-full-time positions, and were at that time eligible for health and welfare benefits, shall be grandfathered and allowed to remain on health and welfare plans.

41.5.2 Health and welfare benefits for unit members working less-than-full-time but at least six (6) hours per day, for twelve (12) months, shall be prorated at one hundred percent (100%) of the District contribution cap.

41.6 Retired Unit Members:

41.6.1 Permanent unit members working fifty percent (50%) time or more at the time of their retirement, and have rendered ten (10) years or more of regular, permanent service, and are between the age of fifty-five (55) and sixty-five (65), shall be paid the following benefit:

Premium cost of medical insurance coverage for the unit member only for benefits provided under section 41.1.2, up to a maximum amount of one thousand (\$1,000) per year until age sixty-five (65). Upon attaining age

sixty-five (65), retired unit members shall be eligible to maintain District sponsored retiree benefits at their cost.

41.6.2 Unit members hired prior to October 7, 1982 as regular permanent unit members, and working fifty percent (50%) time or more at the time of their retirement, and who have rendered twenty (20) or more years of regular, permanent service, and are fifty-five (55) years of age or older, shall be paid the following benefit:

Premium cost for medical insurance coverage for the unit member only for benefits provided under section 41.1.2 up to a maximum of five hundred (\$500) per year.

This section shall not apply to any unit member hired on or after October 7, 1982.

41.6.3 Premium rates for insurance plans for retired unit members shall be determined by an actuarial assessment of retired unit members as a separate group.

41.6.4 Benefits provided under this section shall be subject to and offset by any medical insurance benefits to which the retired unit member is otherwise entitled under any other public program.

41.7 Domestic Partners:

41.7.1 Coverage available under District-sponsored benefit plans shall be extended to domestic partners pursuant to carrier regulations and law.

CSEA President

Ken Rivas

SBUSD Chief Negotiator

John Becchio

CSEA Labor Representative

Zach Ortiz