

**Summary of Tentative Agreements for Reopener Negotiations
Between
The California School Employees Association and its La Mesa -Spring Valley #419
and the
La Mesa-Spring Valley School District**

It is hereby agreed between the California School Employees Association and its La Mesa-Spring Valley Chapter #419 (CSEA) and the La Mesa-Spring Valley School District (District) for contract reopener negotiations for the 2023-2024 academic year.

These Tentative Agreements are subject to internal approval process of each party, and only adjusted language from each contract is included in the summary. Please see the signed tentative agreements for adjustments.

Article 9 **Health and Welfare Benefits**

9.1 The District and Association agree that the District shall provide the currently modified medical, dental, and life insurance benefits programs for all eligible employees in the Bargaining Unit. Any changes to this plan shall be negotiated and mutually agreed upon and ratified by the membership.

Effective January 1, 2012, the District shall offer Kaiser and other Comprehensive Plans. For current employees only, the District shall pay 30% of dependent coverage for the value of the Standard rates (i.e., VEBA Direct). Such coverage is available for employees working 50% or more. However, retirees are not eligible for District-subsidized dependent care coverage.

Due to the change with both medical benefit providers, all plans will have modifications to co-payments and coverages. Those benefit changes are outlined in *plan comparison sheets* provided to every employee and are included in the carrier master contracts available to employees on request.

In addition, the District shall provide to all eligible employees \$2,391.80 (As of 2024) as an amount to be used at the employee's discretion for dependent coverage, additional insurance, tax sheltered annuities, and/or cash on the employee's monthly warrant. Unit members working six hours or more (75% or more) shall receive the \$2,391.80 (As of 2024) discretionary amount.

Employees employed part-time (50%-74%) shall receive full health, dental, and life insurance benefits. These employees shall also receive a pro rata share of \$2,391.80 (As of 2024), based on the number of hours employed, i.e., a 50 percent (50%) employee shall receive 50 percent (50%) of the above mentioned discretionary amount.

The District and Association agree that the effective salary improvement for the prior year shall be applied to the discretionary cash balance (2,391.80 as of 2024), effective July 1 of each subsequent year. All negative impacts shall be subject to bargaining.

9.2 Insurance Provisions Upon Retirement: Employees having reached retirement age of fifty-five (55) years, and accepting retirement benefits as provided under the Public Employees Retirement System (PERS), and having a minimum of ten (10) years of insurance eligibility in this District during the immediate past fifteen (15) years, shall have extended to them group health and dental

insurance benefits. Premiums for health and dental insurance benefits shall be paid by the District to the in-force carrier, capped at the Standard rate (i.e., VEBA Direct), until such time as the retiree reaches age sixty-five (65) or becomes eligible for Medicare.

Article 15 **Transportation**

15.2 Route Assignments: It is recognized that routes may change over summer and throughout the school year due to student transfers and program changes. At the beginning of each school year, all drivers and attendants will retain the same route, or a route with similar hours and similar destinations/pick-ups, to the one they held the previous school year if available. The Director will allow new drivers, and drivers, and drivers and attendants whose routes have been eliminated or reduced (see 15.5.2), to select routes based on their hire date seniority. All route assignments will be held until the annual bidding process is completed.

Should a route become vacant during the school year, it will be posted for bid, or redistributed to other drivers.

15.3 Route Bidding Procedures:

15.3.2 All routes will be posted for a period of three (3) working days prior to the start of bidding. Bidding may be done in person, be radio, by phone or via a pre-authorized note submitted to the Director or supervisor.

15.5 Changes in Assigned Time: It is recognized that routes may fluctuate and change over the course of the year due to student and program needs, and staffing availability; e.g., students' special needs and students moving in and out of neighborhoods, staff out on leave for eight (8) or less weeks (see 15.5.4). If, after a ten (10) working day period in which the Director or Supervisor adjusts routes, it is determined a route has changed significantly to add or decrease time as listed below, the following procedures will be implemented:

Increase in Assigned Time: When an existing permanent route is assigned an increase in assigned time from the original bid route, the route will be considered available and up for bid. Thirty (30) minutes assigned time per day/2.5 hours per week will be considered an increase in assigned time. The increase in time will be computed from the original bid list posted as in 15.3 (above).

A driver or attendant who voluntarily agrees to accept a route with decreased time must inform the Director in writing of this voluntary reduction.

15.5.3 For Employees Out of Leave: Bidding shall not be activated within the last eight (8) weeks of the end of the school year.

Less than eight (8) weeks of leave: The Director, in consultation with CSEA, shall determine whether a re-bid of routes will occur in consultation with CSEA. The Director reserves the right to split and adjust routes as needed in order to provide route coverage until the time of re-bid prior to the eight (8) work week maximum period, or the employee returns from leave, whichever comes first.

Eight (8) weeks or more of leave: If the employee is out on leave for more than eight (8) work weeks, re-bidding shall commence. Upon mutual agreement, the Director and CSEA President may voluntarily elect not to re-bid.

Article 18 **Layoff and Reemployment**

18.2 Notice of Layoff:

Unit members shall be given notice of layoff as required by applicable law (e.g., Education Code section 45117). Any written notice shall indicate the reason for layoff, displacement rights and reemployment rights. The District shall notice CSEA no later than five (5) working days after, and preferably before governing board approval., to review the proposed layoffs under the provisions of this Agreement. Individual notices shall be served in person and/or via certified mail as permitted by Education Code and in addition to the employee's work email address.

**TENTATIVE AGREEMENT
BY AND BETWEEN THE
LA-MESA SPRING VALLEY SCHOOLS (District)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER 419 (CSEA)**

March 15, 2024

ARTICLE 9 • Health and Welfare Benefits

- 9.1 The District and Association agree that the District shall provide the currently modified medical, dental, and life insurance benefits programs for all eligible employees in the Bargaining Unit. Any changes to this plan shall be negotiated and mutually agreed upon and ratified by the membership.

Effective January 1, 2012, the District shall offer Kaiser and ~~United Healthcare~~ ~~(Comprehensive VEBA)~~ Plans. For current employees only, the District shall pay 30% of dependent coverage for the value of ~~Network 1 or the Standard rates~~ (i.e., VEBA Direct). Add there
Such coverage is available for employees working 50% or more. However, retirees are not eligible for District-subsidized dependent care coverage.

Due to the changes with both medical benefit providers, all plans will have modifications to co-payments and coverages. Those benefit changes are outlined in *plan comparison sheets* provided to every employee and are included in the carrier master contracts available to employees on request.

In addition, the District shall provide to all eligible employees ~~\$2,391.80 (As of 2024)~~ ~~1,927.30~~ as an amount to be used at the employee's discretion for dependent coverage, additional insurance, tax sheltered annuities, and/or cash on the employee's monthly warrant. Unit members working six hours or more (75% or more) shall receive the ~~\$2,391.80 (As of 2024)~~ ~~1,927.30~~ discretionary amount.

Employees employed part-time (50%–74%) shall receive full health, dental, and life insurance benefits. These employees shall also receive a pro rata share of ~~\$2,391.80 (As of 2024)~~ ~~1,927.30~~, based on the number of hours employed, i.e., a 50 percent (50%) employee shall receive 50 percent (50%) of the above mentioned discretionary amount.

The District and Association agree that the effective salary improvement for the prior year shall be applied to the discretionary cash balance (~~\$2,391.80 as of 2024~~ ~~1,927.30~~), effective July 1 of each subsequent year. All negative impacts shall be subject to bargaining.

- 9.2 Insurance Provisions Upon Retirement: Employees having reached retirement age of fifty-five (55) years, and accepting retirement benefits as provided under the Public Employees Retirement System (PERS), and having a minimum of ten (10) years of insurance eligibility in this District during the immediate past fifteen (15) years, shall have extended to them group health and dental insurance benefits. Premiums for health and dental insurance benefits shall be paid by the District to the in-force carrier, capped at the ~~Standard rate San Diego~~ rate (i.e., VEBA Direct), until such time as the retiree reaches age sixty-five (65) or becomes eligible for Medicare.

9.2.1 In addition, the retiring employee shall have the option of having dependents included under this same coverage, medical and dental only, with the retiree making the premium payment for such dependent coverage. This commitment to dependent coverage would be mandatory at the time of retirement without showing evidence of insurability per insurance carrier requirements. Following that date, no dependent coverage could be included or added without showing evidence of insurability. Dependent coverage could be discontinued at the retiree's option at any subsequent date. Payment for dependents' premiums shall be remitted semi-annually to the District on dates as designated by the District.

To be eligible for the benefits described in Sections 9.2 and 9.2.1 above, the employee must meet the requirements above and must have been employed by the District on or before June 30, 2018. Employees hired after June 30, 2018, are not eligible for the benefits described in Sections 9.2 and 9.2.1 above.

9.3 Extended School Services:

- A. The District agrees to free use of Extended School Services (ESS) for all classified employees, while the employee is working during the employee work day.
- B. This benefit extends only to employees whose child(ren) is/are enrolled in and attending La Mesa-Spring Valley schools.
- C. Employees with children enrolled in other school districts receive no cash benefit or payment for ESS services.
- D. This benefit is subject to continuation of a District-sponsored ESS program and the following criteria:
 1. Employees and their children must follow and adhere to ESS guidelines.
 2. The enrolled child(ren) must be the child(ren) of a classified employee or the classified employee must be the legal guardian of the enrolled child(ren).
- E. Employees shall also have free access to ESS, subject to the criteria in paragraph D above, at the following times:
 1. When employees are working intersession and/or summer duties, for the duration of the time performing intersession/summer duties.
 2. When employees are in professional growth related to the employee's assignment or a prospective future position with the District, while participating in such related duties. Determination of qualified professional growth shall be made by the employee's supervisor, or the Assistant Superintendent, Human Resources.
 3. During calendared workdays of the school year.

Opt-Out Payment: District payments to Fund 17, commonly known as the Opt-Out Fund, will be paid annually based on the following calculation:

$(\text{Base employee cost for least expensive standard plan (currently Kaiser)} - \$800.00) / 6 (1) \times (\text{number of employees opting out}).$

Regardless of the number of employees opting out, the minimum payment to Fund 17 will not be less than \$50,000 per year.

Once the base contribution of \$50,000 per year is reached, the annual funding shall be adjusted based on the funded COLA received by the school district; the contribution will not be adjusted to an amount below \$50,000.

- 9.4 Benefits Committee: Employee-Employer Insurance Committee - The parties agree to participate in a collaborative partnership as a means of delivering health and welfare benefits. The Insurance Committee will be a collaborative partnership composed of one representative and one alternate from each represented employee group: CSEA, Teachers Association, Administrator's Association, and Cabinet. The committee will meet at a minimum twice annually to make recommendations affecting the insurance program. Each employee group will have one vote when deciding on recommendations. The type and level of benefits and providers will be modified only through the bargaining process.

Date: March 15, 2024

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives:

LA MESA –SPRING VALLEY

DocuSigned by:

Margaret Jacobsen

37533EB81DD3413...

Meg Jacobsen, Assistant Superintendent

CALIFORNIA SCHOOLS SCHOOL DISTRICT
EMPLOYEE ASSOCIATION

DocuSigned by:

Ahmad Swinton

81AC911F04D841C...

Ahmad Swinton, President Chapter 419

DocuSigned by:

Kyler Miller

0042CA52C8FA40D...

Kyler Miller
Labor Relations Representative

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March 15, 2024

ARTICLE 15 • Transportation

- 15.1 Seniority System for Bus Drivers and Attendants: Seniority will be determined as outlined in Article 18.4.1. The Director of Transportation will maintain a seniority list.
- 15.2 Route Assignments: It is recognized that routes may change over summer and throughout the school year due to student transfers and program changes. At the beginning of each school year, all drivers and attendants will retain the same route, or a route with similar hours and similar destinations/pick-ups, to the one they held the previous school year if available. The Director will allow new drivers, and drivers and attendants whose routes have been eliminated or reduced (see 15.5.2), to select routes based on their hire date seniority. All route assignments will be held until the annual bidding process is completed.
- Should a route become vacant during the school year, it will be posted for bid, or redistributed to other drivers.
- 15.3 Route Bidding Procedures:
- 15.3.1 From the first day of school to no later than the second week of October, ALL routes will be open for bid. Bidding will be based on seniority and drivers must demonstrate proficiency; e.g., ability to handle wheelchairs, skills with different bus systems, prior to starting the run. Notification of “bid posting dates” shall be provided five (5) working days prior to the first posting date.
- 15.3.2 All routes will be posted for a period of three (3) working days prior to the start of bidding. ~~Bidding will begin on a Tuesday and will continue until completed, not later than Friday.~~ Bidding may be done in person, by radio, by phone or via a pre-authorized note submitted to the Director or supervisor.
- 15.3.3 Bids will be accepted in order of driver’s and attendant’s seniority, and it is expected that the first third of drivers/attendants will complete the bid process the first day. Once the first third is completed, the bidding will continue down the list with the intention of completing the second third by the end of the second day and the final third by the end of the third day. It is recognized that unit members have a responsibility to enter their bid in as timely a manner as possible, so as not to hinder the process for the less senior drivers/attendants.
- 15.3.4 Routes will begin five (5) working days after bidding is complete and will continue until the end of the school year in June. A copy of the original bid sheet shall be forwarded to the CSEA President within three days of bidding completion.
- 15.4 Route Transfers/Exchanges: Drivers or attendants may, during the school year, and with the permission of the Director, exchange routes if those affected are in agreement. Assigned hours on routes transferred will be equal or near equal in time. All transfer requests must be in writing.
- 15.5 Changes in Assigned Time: It is recognized that routes may fluctuate and change over the course of the year due to student and program needs, and staffing availability; e.g., students’ special needs and students moving in and out of neighborhoods, staff out on leave for eight (8) or less weeks (see 15.5.4). If, after a ten (10) working

day period in which the Director or Supervisor adjusts routes, it is determined a route has changed significantly to add or decrease time as listed below, the following procedures will be implemented:

Increase in Assigned Time: When an existing permanent route is assigned an increase in assigned time from the original bid route, the route will be considered available and up for bid. Thirty (30) minutes assigned time per day/2.5 hours per week for regular education buses and one (1) hour assigned time per day/five (5) hours per week for special needs buses will be considered an increase in assigned time. The increase in time will be computed from the original bid list posted as in 15.3 (above).

15.5.1 Decrease in Assigned Time: When an existing permanent route is assigned a decrease in time, that driver or attendant may bid on any route held by a driver or attendant with less seniority, regardless of the hours of the route. Loss of thirty (30) minutes assigned time per day/2.5 hours per week on regular buses and loss of one (1) hour assigned time per day/five (5) hours per week for special needs buses will be considered a decrease in assigned time. The decrease in time will be computed from the original bid list posted as in 15.3 (above).

A driver or attendant who voluntarily agrees to accept a route with decreased time must inform the Director in writing of this voluntary reduction.

15.5.2 Notification of Changes in Route Hours and Drivers: Route hours and assigned drivers will be updated and posted when a change occurs. A copy of this list shall be forwarded to CSEA within thirty (30) days of the change.

15.5.3 For Employees Out on Leave: Bidding shall not be activated within the last eight (8) weeks of the end of the school year.

Less than eight (8) weeks of leave: The Director, in consultation with CSEA, shall determine whether a re-bid of routes will occur ~~when employees are out on leave for eight (8) calendar weeks or less. The Director will in consultation with CSEA, and the~~ The Director reserves the right to split and adjust routes as needed in order to provide route coverage until the time of re-bid prior to the eight (8) work calendar week maximum period, or the employee returns from leave, whichever comes first. ~~Bidding shall not be activated within the last eight (8) weeks of the end of the school year.~~

~~15.5.3~~ Eight (8) weeks or more of leave: If the employee is out on leave for more than eight (8) work calendar weeks, re-bidding shall commence. Upon mutual agreement, the Director and CSEA President may voluntarily elect not to re-bid.

15.6 Summer School Routes and Summer School Field Trips: Sign-up sheets for drivers and attendants who are committed to working each day of summer school will be created three weeks prior to the start of summer school. Bidding shall be based on seniority and drivers/attendants must demonstrate proficiency; e.g., ability to handle wheelchairs, skills with different bus systems, prior to starting the run. When necessary, trips shall be assigned in the most efficient manner to meet the needs of the customer and/or the District.

Priority for summer school field trips will be given to:

1. Drivers needing make-up work.
2. Summer school drivers by seniority, availability on a continuous, rotating basis.
3. Extra field trip list by seniority on a continuous, rotating basis.
4. Wash/Wax crew.

15.7 Non-Public School (NPS) Routes: NPS routes are part of the annual bidding process. It is recognized that drivers/attendants on NPS routes typically work more days than those on in-district routes. When the District is in session, and non-public schools are off session, NPS drivers/attendants may serve in extra help assignments or use vacation days. Their assignments will be determined by the Director or Supervisor and the minimum hour guarantee will be in effect. NPS drivers/attendants do not have bumping rights during this off-NPS time.

15.8 Field Trip Assignments:

- A. Field Trips, Regular School Year: Day field trips shall be assigned to drivers in the following order: 1) drivers needing make-up work, 2) drivers out of their school and, 3) drivers out of their area/zone. Drivers shall be assigned according to seniority and proficiency; e.g., the ability to complete mountain driving, safely handle wheelchairs on a continuous, rotating basis when possible. When necessary, trips shall be assigned in the most efficient manner to meet the needs of the customer and/or the District. Trips associated with the normal school day; e.g., after school programs are not subject to the overtime lists.
- B. Day Field Trips, Breaks (Fall, Winter, Spring, Summer Outside of Summer School): Sign-up sheets will be created prior to each break. Day field trips shall be assigned to drivers according to seniority and proficiency on a continuous, rotating basis for that entire break. If a trip is cancelled, the name of the cancelled driver shall be placed on the top of the list for the subsequent break, above the senior driver, if the cancelled driver is interested in working. If the cancelled driver is not interested in working, their name reverts to the regular spot on the rotation list.
- C. Day Field Trips, Summer School: See 15.6 above.
- D. Evening and Weekend (Outside of School Hours) Field Trips: Names of all drivers will be placed on the Evening/Weekend list in order of seniority; drivers not interested in these field trips shall inform the dispatcher and their name will be removed from the list. Field trips shall be assigned to drivers according to seniority and proficiency on a continuous, rotating basis when possible. When necessary, trips shall be assigned in the most efficient manner to meet the needs of the customer and District.

Pay for Evening and Weekend Trips:

1. Outside San Diego County: Pay for weekend trips outside of San Diego County shall be as follows: Bus check-out, driving, and close-out will be at time and one-half. Standby shall be at straight time.
2. Inside San Diego County: Pay for weekend trips within San Diego County shall be as follows: Bus check-out, driving, close-out, and standby shall be at time and one-half.
3. All hours for any trip that occurs on Sunday will be paid at double time rate.

15.8.1 Field Trips over eight (8) hours will deduct one-half (½) hours for lunch.

15.8.2 Field trip assignment lists will be posted after breaks.

- 15.9 Therapy and Extra Work Assignments: Priority consideration for therapy and extra work assignments shall be given in the following order, with the stipulation that drivers are proficient with buses and equipment needs:
1. Make-up time for employees to meet their five-hour requirement.
 2. Drivers with available hours, by seniority, on a continuous, rotating basis.

- 15.10 Hand Tools for Mechanics: It is expected that mechanics will provide their own hand tools. The District and Association recognize this is a large expense and in an effort to offset the ongoing hand tool replacement costs, the District shall provide each mechanic an annual stipend of \$2,750.00 (two thousand seven hundred fifty dollars). \$1,375.00 (one thousand three hundred and seventy-five dollars) shall be payable in December and another \$1,375.00 (One thousand three hundred and seventy-five dollars) in June. The employee must successfully complete the District probationary period to be eligible for the stipend.

Date: March 15, 2024

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives:

For the District

Margaret Jacobsen

37533EB84DD3443...

Meg Jacobsen, Ed.D.
Assistant Superintendent
Human Resources, LMSV

For the Association

Ahmad Swinton

81AC911F94D841C...

Ahmad Swinton, President Chapter 419
Chapter President
CSEA and its Chapter 419

Kyler Miller

0042CA52C8FA40D...

Kyler Miller
CSEA Labor Relations Representative

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AND
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March 15, 2024

Article 18- Layoff and Reemployment

18.2. Notice of Layoff:

Unit members shall be given notice of layoff as required by applicable law (e.g., Education Code section 45117). Any written notice shall indicate the reason for layoff, displacement rights and reemployment rights. The District shall notice CSEA no later than five (5) working days after, and preferably before governing board approval, to review the proposed layoffs under the provisions of this Agreement. Individual notices shall be served in person and/or via certified mail as permitted by Education Code and in addition to the employee’s work email address.

In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives:

LA MESA –SPRING VALLEY

CALIFORNIA SCHOOLS SCHOOL DISTRICT
EMPLOYEE ASSOCIATION

DocuSigned by:
Margaret Jacobsen
37533EB84DD3413...

DocuSigned by:
Ahmad Swinton
81AC911E94D841C...

Meg Jacobsen, Assistant Superintendent

Ahmad Swinton, President Chapter 419

3/21/2024

3/22/2024

Date

Date

DocuSigned by:
Kyler Miller
0042CA52C8FA40B...

Kyler Miller
Labor Relations Representative

3/25/2024

Date