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**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
SAN MATEO-FOSTER CITY SCHOOL DISTRICT  
AND THE  
SAN MATEO ELEMENTARY TEACHERS  
ASSOCIATION/CTA/NEA  
FINAL AGREEMENT**

**for**

**July 1, 2022 to June 30, 2025**

**Inclusive of Board approved  
2024-2025 Reopener Contract Negotiations**

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1 **ARTICLE 1**  
2 **RECOGNITION**

3 The San Mateo-Foster City School District (District) recognizes the San Mateo  
4 Elementary Teachers' Association/California Teachers' Association /National Education  
5 Association (SMETA or Association) as the sole and exclusive bargaining agent for the  
6 following certificated employees in the District:

7 Regular Classroom Teacher*	Special Education Teacher
8 Special Project Teacher	Resource Teacher
9 Home Teacher	Librarian
10 Media Specialist	Curriculum Specialist
11 Counselor/Dean	Psychologist
12 Speech Therapist	District Nurse
13 District Social Worker	Consulting Teacher
14 Teacher on Special Assignment	Program Specialist

15 \*Regular classroom teacher means Transitional Kindergarten, Kindergarten, and  
16 classroom teachers in grades 1-8.

17 The bargaining unit shall exclude all management, supervisory, and confidential  
18 employees as follows: Superintendent, Associate/Assistant Superintendents, Directors,  
19 Assistant Directors, Principals, Assistant Principals, Coordinators, Consultants,  
20 Controller, Assistant Controller, Project Managers, substitutes, and any other certificated  
21 position that is confidential management or supervisory as defined by Government Code  
22 section 3540.1.

1 **ARTICLE 2**  
2 **DISTRICT RIGHTS**

3 2.1 District Rights

4 It is understood and agreed that the District retains all of its powers and authority to  
5 direct, manage and control to the full extent of the law. Included in but not limited to those  
6 duties and powers are the rights: to determine its organization; direct the work of its  
7 employees; determine the times and hours of operation; determine the kinds and levels of  
8 services to be provided and the methods and means of providing them; establish its  
9 educational policies, goals and objectives; ensure the rights and educational opportunities of  
10 students; determine staffing patterns; determine the number and kinds of personnel required;  
11 maintain the efficiency of District operations; determine the curriculum; build, move, modify,  
12 sell, or lease facilities; establish budget procedures and determine budgetary allocation;  
13 determine the methods of raising revenue; contract out work; and take action on any matter  
14 in the event of an emergency. In addition, the Board retains the right to hire, classify, assign,  
15 evaluate, promote, terminate, and discipline employees.

16 2.2 Limitations

17 The exercise of the foregoing powers, rights, authority, duties and responsibilities  
18 by the District, the adoption of policies, rules, regulations and practices in furtherance  
19 thereof, and the use of judgment and discretion in connection therewith, shall be limited by  
20 the specific and express terms of this Agreement, and then only to the extent such specific  
21 and express terms are in conformance with law.

22 2.3 Emergency

23 The District retains its right to amend, modify or rescind practices referred to in this  
24 Agreement in cases of emergency. An emergency is defined as any unforeseen condition  
25 in which there is a significant threat (including physical) to the well-being of the students  
26 and staff and/or to the property of the District. The District shall have the right to declare  
27 when an emergency no longer exists.  
28

1 **ARTICLE 3**  
2 **EMPLOYEE RIGHTS**

3 3.1 Right to Association Membership and Participation

4 The District and the Association recognize the right of unit members to form, join  
5 and participate in lawful activities of employee organizations and the equal alternative right  
6 of unit members to refuse to form, join or participate in employee organizational activities.  
7 The Association will not interfere with the right of employees to refrain from listening to or  
8 speaking with an Association representative.

9 3.2 Right to Association Representation

10 The District and the Association recognize the right of unit members to  
11 representation on all matters of employer-employee relations.

12 3.2.1 Any unit member may at any time present grievances to the District and have  
13 such grievances resolved without the representation of the Association, as long  
14 as the resolution is reached prior to Level V of the grievance procedures  
15 (arbitration) and the resolution is consistent with the terms of this Agreement. The  
16 District shall not agree to a resolution of a formal level grievance until the  
17 Association has received a copy of the grievance and the proposed resolution  
18 and has been given the opportunity to respond within the time limits in Article 14.

19 3.2.2 Only the Association and the Board of Trustees or designee(s) may meet and  
20 negotiate on matters within the scope of representation.

21 3.2.3 Any contract between the District and any unit member shall be subject to and  
22 consistent with the terms of this Agreement.

23 3.3 Unit Member Responsibilities

24 No unit member shall be required to function in a management or supervisory  
25 capacity as those terms are defined in Government Code §3540.1. Such assignments  
26 shall be made only upon mutual agreement between the District and the unit member for  
27 emergencies of a short-term nature.  
28

1 3.4 Student Teachers or Interns

2 Student teachers or interns shall not be assigned to unit members without the  
3 member's prior agreement. Once such an assignment has commenced it shall continue  
4 to its pre-established concluding date (usually end of year or end of semester) unless there  
5 is District approved reason for interrupting the assignment. Compensation that a master  
6 teacher may receive from the placing university for working with a student teacher or intern  
7 will be sent to the master teacher by the District at the conclusion of the student teaching  
8 period following the completion of the appropriate paperwork. Prior to the end of the school  
9 year, bargaining unit members may indicate in writing to their site principal an interest in  
10 working with a student teacher the following school year. Such requests shall be  
11 considered.

12 3.5 Instructional Aides

13 A unit member will be invited to participate with the principal in the initial employment  
14 recommendation for a candidate to be a paid instructional aide (IA) in that unit member's  
15 classroom. Unit members will be consulted by the site administrator prior to the assignment  
16 of a currently employed or a new paid instructional aide to the unit member's classroom if  
17 there is more than one instructional aide in a given classification assigned to the school.  
18 Subsequently, the unit member shall be regularly involved by the site administrator in the  
19 evaluation of that instructional aide's performance. The site administrator is the prime  
20 evaluator of the instructional aide. When, in the judgment of the unit member that  
21 instructional aide's performance is less than satisfactory, or the placement appears to be  
22 inappropriate, the unit member shall inform both the instructional aide, and the unit  
23 member's immediate supervisor. The supervisor shall develop an assistance plan with the  
24 help of the unit member to improve the instructional aide's performance. Such assistance  
25 plan shall be developed within ten (10) days of notification to the administrator by the unit  
26 member that the instructional aide's performance was less than satisfactory or the  
27 placement was inappropriate. A copy of the assistance plan shall be given to the  
28 unit member.

1 3.6 Volunteer Aides

2 The need, selection, and/or assignment of volunteer aides shall be jointly  
3 determined by the unit member and unit member's immediate supervisor. All volunteer  
4 aides placed in a unit member's classroom shall have that unit member's and supervisors'  
5 prior approval. When, in the judgment of the unit member that aide's performance is  
6 unsatisfactory, the unit member shall inform the aide and request assistance from the  
7 immediate supervisor in solving the problem.

8 3.7 Personnel Files

9 Access to unit member's personnel files shall be limited to the member, the  
10 member's representative with written authorization, the District's management personnel,  
11 and the Board in closed personnel meetings. A sign-up sheet shall be placed at the front  
12 of each personnel file. The sign-up sheet will include spaces for date, name, title and  
13 purpose for any review of that personnel file. "Review" is defined as examination of the  
14 personnel file for a personnel decision, and does not mean routine clerical operations.  
15 Nothing derogatory may be added to a unit member's personnel file without the unit  
16 member receiving a copy of the document and having the opportunity to have his/her  
17 written response included in his/her personnel file. The unit member's signature on the  
18 document does not indicate approval of the content, but rather that the statement has been  
19 read. Unit members shall have the right to have positive material about themselves placed  
20 in their personnel files.

21 3.7.1 Bargaining unit members shall retain access to their personnel files as provided  
22 by Education Code §44031. The personnel files shall include all data/information  
23 entered into the computer. Access to the personnel data in the computer shall  
24 be limited to the Superintendent, Assistant Superintendent for Human Resources,  
25 secretarial staff employed in the Human Resources Department and the  
26 administrator-in-charge of the Information Management System (IMS) in the  
27 District.  
28

1 3.8 Unit Member Privacy

2 Unit members' home addresses and/or telephone numbers shall not be released by  
3 the District or the Association for any commercial use. Unit members' unlisted private  
4 phone numbers shall not be released to any party without prior consent.

5 3.8.1 Unit members may determine whether their name, individual e-mail address,  
6 photograph, or personal biographical information is distributed by the District or  
7 school site via the Internet to students, parents and the public. Neither the District  
8 nor the school site will publish on the Internet such information without prior  
9 written authorization of the unit member.

10 3.9 Retention of Rights

11 Unit members shall retain all mandated rights of certificated school district  
12 employees provided by the law. This Agreement shall not be construed to eliminate,  
13 abridge, or modify any such mandated statutory right of certificated school district  
14 employees which is not expressly referred to in this Agreement. This provision shall not  
15 be construed to mean that such mandated rights are subject to the Grievance procedure,  
16 except as these rights are specifically incorporated elsewhere in this Agreement.

17 3.10 Policies

18 The District shall post selected District policies relevant to unit members in the  
19 performance of their duties on the District website. The policies will be selected in  
20 consultation with SMETA. A hard copy of these policies will be made available upon a  
21 bargaining unit member's request.  
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1 **ARTICLE 4**  
2 **ASSOCIATION RIGHTS**

3 4.1 Representation of Unit Members

4 The Association shall have the right to represent unit members in their employment  
5 relations with the District and the right of access to unit members at their workplace during  
6 reasonable times.

7 All Association business will be conducted at times and places which will not interfere  
8 with school programs and/or duties of unit members. Association meetings will  
9 be regularly scheduled on Wednesdays at 4:00 p.m. The Association will provide  
10 the District with a calendar of scheduled Association meetings at the beginning  
11 of the year. The District will attempt to schedule its meetings on other days.

12 Prior approval shall be required for use of building meeting facilities and shall be  
13 secured under procedures established by the District for general public use.

14 4.2 Use of District Property for Communication

15 The Association may use the school mail system ("pony") to send letters and  
16 bulletins to unit members. Materials circulated in this manner must be consistent with the  
17 provisions of this agreement and specifically comply with applicable Education Code  
18 provisions including §7054. All materials must contain the date of distribution and the  
19 identification of the organization.

20 4.2.1 The Association shall have a unit member bulletin board reserved for its  
21 exclusive use in each school or workstation wherein three or more members are  
22 employed.

23 4.2.1.1 All materials posted on said bulletin boards shall be identified as  
24 originating from the Association.

25 4.2.1.2 Posting of materials on bulletin boards must be consistent with the  
26 provisions of this agreement and must specifically comply with the California  
27 Education Code.  
28

1 4.3 Right to Consult

2 4.3.1 The Association shall have the right to consult with the District on the definition  
3 of educational objectives, the determination of the content of courses and  
4 curriculum, and the selection of textbooks, and any other educational matters it  
5 deems appropriate.

6 The District shall have the right to consult with any employees or the Association  
7 on the definition of educational objectives, the determination of the content of  
8 courses and curriculum, and the selection of textbooks, and any other educational  
9 matters its deems appropriate.

10 4.4 Release Time

11 4.4.1 Negotiations. The Association shall have the right to release time without loss  
12 of compensation for representatives when negotiating. Five (5) SMETA  
13 representatives shall be allowed reasonable release time at District expense for  
14 contract negotiations. The parties recognize that, upon mutual agreement,  
15 negotiations may take place on release time or other than release time.

16 4.4.2 Grievances. The Association shall be provided a total of ten (10) days in each  
17 school year without loss of compensation for Association business related to the  
18 processing of grievances. Any additional days shall be mutually agreed upon and  
19 the cost of substitutes paid by the Association. The Association shall request  
20 from the Human Resources Department for such release time to ensure  
21 availability of substitutes. At least twenty-four (24) hours prior to release from  
22 duties for grievance processing, the designated representative shall inform  
23 his/her immediate supervisor or designee in order that a substitute may be  
24 obtained.

25 4.4.3 Association Business. The Association and District recognize the need to  
26 provide release time for the Association President to conduct Association  
27 business. The Association shall continue to have the right to purchase  
28 reasonable release time at the cost of a substitute, provided the District is notified

1 early enough to insure the availability of a substitute.

2 4.4.4 Association Officers and Negotiators. The Association shall continue to have  
3 the right to purchase reasonable release time for its officers and negotiators at  
4 the cost of a substitute, provided the District is notified early enough to insure the  
5 availability of substitutes for the times requested.

6 4.4.5 Statewide or National Organization Officers. Association officers of statewide  
7 or national public employee organizations with which SMETA is affiliated shall be  
8 granted reasonable leaves of absence without loss of compensation, upon prior  
9 notification to serve as officers of such organizations, provided the Association  
10 reimburses the District for the employee's full compensation pursuant to  
11 Education Code 44987.

12 4.4.6 The Association shall annually provide a roster of Association elected SMETA  
13 officials and statewide or national officials by the end of the first week of the  
14 school year.

15 4.5 List of Unit Members

16 The District shall make every effort to provide the Association with a listing of all  
17 members in the bargaining unit from the District Human Resources Department by October  
18 1. This list shall include the names, mailing addresses, listed phone numbers and school  
19 assignments.

20 4.6 Fair Share

21 4.6.1 Any unit member who has applied for membership in SMETA/CTA/NEA may  
22 complete the appropriate forms authorizing deduction of unified membership  
23 dues in the Association. SMETA shall deliver to the District completed  
24 membership forms of members authorizing deduction of dues. Pursuant to such  
25 authorization, the District shall deduct one-tenth (1/10) of such dues from the  
26 regular salary check of the unit member each month for ten (10) months, or  
27 SMETA members may make payable to the Association in one lump sum cash  
28 payment for the full payment of membership dues. In the case that a member is

1 hired after the start of the school year, dues will be prorated. Deductions for unit  
2 members who sign such authorization after the commencement of the school  
3 year shall be appropriately prorated to complete payments by the end of the  
4 school year.

5 4.6.2 With respect to all sums deducted by the District pursuant to Sections 4.6.1  
6 membership dues, the District agrees promptly to remit such monies to the  
7 Association accompanied by an alphabetical list of unit members for whom such  
8 deductions have been made, categorizing them as to membership, and indicating  
9 any changes in personnel from the list previously furnished.

10 4.6.3 The Association agrees to furnish any information needed by the District to fulfill  
11 the provisions of Section 4.6 of the Article. The Association further agrees to hold  
12 the District harmless from any action it takes to enforce this Agreement, if such  
13 action is later determined to be unlawful.

14 4.7 Employee Agreements

15 4.7.1 The District will provide SMETA with the proposed description of  
16 duties and compensation, prior to implementation, of any work that will be paid  
17 outside the hourly rate or established salary schedule.

18 4.7.2 The District will share a copy of all new or revised job descriptions  
19 and the associated compensation with SMETA prior to posting or filling

20 4.8 Professional Development

21 4.8.1 The District and SMETA will meet semi-annually to provide input on  
22 professional development.

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1 placement until 30 or more semester units beyond the BA degree have been  
2 earned.

3 5.1.1.2 Once the unit member has earned 30 or more units beyond the BA  
4 degree, the unit member shall be advanced the number of steps necessary to  
5 equal the number of years of experience as provided in Article 5.7.

6 5.1.1.3 Longevity compensation: Effective July 1, 2022, Unit members in  
7 the 4th column of Appendix A with 25 years in the District shall receive a  
8 longevity compensation of \$2,000 at year 25 and every 3 year increment beyond  
9 year 25. School psychologists with 12 years in the District shall receive a  
10 longevity compensation of \$2,000 at year 15 and every 3 year increment beyond  
11 year 15. For 2022 only, the longevity bonus shall be given retroactively to all  
12 unit members beyond year 25 that are not in a designated payment year and  
13 psychologists beyond year 15 that are not in a designated payment year.  
14

## 15 5.2 Benefits

16 5.2.1 The District will provide health benefits through approved CalPERS health plan  
17 options. The District's contribution to health care benefits for full time regular  
18 employees, is the cost of the lowest cost, employee only, HMO plan. The  
19 CalPERS health insurance program will be maintained unless there is mutual  
20 agreement to change. Part-time employees working at least 50% will receive  
21 district contribution toward health benefits prorated to their service. Employees  
22 working less than half-time will not be eligible for participation in the CalPERS  
23 health plan. The District shall offer employees who are working less than half time  
24 another health insurance option, which may be available through other employee  
25 groups, or individually through an available health insurance plan, if any.

26 5.2.2 The District will provide and pay for employee dental coverage. Participation in  
27 the dental insurance plan shall be mandatory. Every eligible unit member shall  
28

1 enroll in the District's employee dental insurance program. The existing dental  
2 insurance programs will be maintained unless there is mutual agreement to  
3 change. Part-time employees working at least 50% will receive the district  
4 contribution toward dental benefits prorated to their service.

5 5.2.3 The District will offer an optional vision plan which unit members may purchase.

6 5.2.4 The District will continue to provide its present liability insurance coverage for  
7 unit members.

8 5.2.5 All insurance coverage referred to in this article shall be subject to carrier  
9 qualifications and requirements.

10 **5.3 Health Benefits**

11 5.3.1 The District agrees to contribute the minimum employer contribution rate  
12 required by SB 1464 per eligible unit member working more than 50% time for an  
13 approved PERS health plan option. This amount shall be the District's basic  
14 employee-only medical benefits contribution.

15 5.3.2 In addition, the District agrees to contribute a supplemental amount equal to the  
16 cost of the lowest cost HMO plan, employee only coverage, through CalPERS  
17 and for dental coverage less the minimum employer contribution rate as specified  
18 in 5.3.1 . This contribution will be made for each full-time unit member and a  
19 prorated amount for each part time employee with half time or greater assignment  
20 for dental and medical coverage. This supplemental amount will be paid  
21 retroactively to January 1, 2007. The District will assume the statutory increases  
22 in the minimum employer contribution rate required by SB 1464. Such increase  
23 will be subsumed into the employee only premium level of the lowest cost HMO.

24 5.3.3 Cash in Lieu of Benefits. The amount of cash in lieu of enrolling in district  
25 medical benefits will be capped at \$250 per month regardless of any increases in  
26 the District premium contribution to employees who participate in District provided  
27 medical plans, unless the parties agree to increase the cash in lieu amount. The  
28 District will first deduct the cost of the employee's monthly dental insurance

1 premium from the monthly cash-in-lieu amount of \$250 and then provide the  
2 employee with the remaining amount.

3 5.3.4 Any excess premium after application of 5.3.1 and 5.3.2 shall be the sole  
4 responsibility of the unit member who shall authorize salary deduction of such  
5 costs as a condition of receipt of such benefit in accordance with the Internal  
6 Revenue Code Section 125 requirements.

7 **5.4 Health Benefits for Retired Employees**

8 5.4.1 The ongoing amount of lifetime contribution to the retiree will be equal to and  
9 maintained at the CalPERS minimum employer contribution in effect in the year  
10 in which the unit member retires plus the supplemental amounts set forth in the  
11 collective bargaining agreement in effect in the year the unit member retires.

12 5.4.2 The District agrees to contribute the minimum employer contribution in Section  
13 5.3.1 per eligible retiree, per month. If the District and SMETA agree to terminate  
14 participation in the CalPERS plan, the District shall have no further obligation for  
15 payment of the minimum employer contribution to PERS. If the CalPERS plan is  
16 not the medical insurance provider, the minimum CalPERS employer contribution  
17 will become available for retiree benefits.

18 5.4.3 In addition, the District shall reimburse the retiree a supplemental amount per  
19 month as follows: from retirement to age 65 the supplemental amount is \$184 per  
20 month, except for unit members with 30 or more years of District service, in which  
21 case the \$184 is increased by \$100 per month, for a total of \$284 per month,  
22 commencing at age 60 and ending on the unit member's 65th birthday. From age  
23 65 and for life the supplemental amount is \$89 per month, except for unit  
24 members who retire with 30 or more years of District service, in which case the  
25 \$89 is increased by \$100 per month, for a total of \$189 per month. Any and all  
26 unit members hired on or after July 1, 2011, shall not be eligible for the lifetime  
27 supplemental monthly amounts (\$89 or \$189) as described in the preceding  
28 sentence.



1 5.4.3.1 To be eligible for the supplemental contribution amount the retired  
2 employee must meet the following conditions:

3 5.4.3.2 A unit member notifies the Assistant Superintendent of Human  
4 Resources in writing no later than April 1 that he/she will be retiring from the  
5 District effective the end of the school year. Unit members who notify the  
6 Assistant Superintendent of Human Resources in writing on or before February  
7 1 that he/she will be retiring from the District effective the end of the school year  
8 shall receive \$500.00.  
9

10 5.4.3.3 The unit member must have reached a minimum age of at least fifty (50)  
11 years prior to retirement and be eligible for STRS/PERS.

12 5.4.3.4 The unit member hired prior to July 1, 2004 must have served the District  
13 for at least five years immediately prior to retirement. The vesting period to earn  
14 retiree health benefits will be 10 years for unit members hired on or after July 1,  
15 2004. The vesting period to earn retiree health benefits will be 20 years for unit  
16 members hired on or after July 1, 2011.  
17

18 5.4.3.5 The retired unit member must be retired under the provision of the  
19 STRS/PERS.

20 5.4.3.6 The retired unit member must have been enrolled in a health insurance  
21 plan while an active employee.

22 5.4.3.7 Up to the maximum amount specified in Section 5.4.2 and 5.4.3, the  
23 District shall pay for the health and dental benefits of the retired unit member,  
24 the unit member's spouse and qualified dependents, if any.  
25

26 5.4.3.8 Coverage costs, which exceed the maximum amount specified in  
27 Section 5.4.1 shall be the responsibility of the retired unit member.  
28

1 5.4.3.9 Should the cost of the District's payment for the retired unit member's  
2 (retiree's) health and dental benefit coverage be less than the minimum  
3 employer contribution as specified in Section 5.4..1, the difference between the  
4 cost of the retiree's benefits and the minimum employer contribution shall be  
5 available to reimburse the retiree for actual payments made for Medicare (or for  
6 other optional benefit programs such as vision or medical coverage which may  
7 be offered by the District, or received as cash back or a Tax Sheltered Annuity  
8 contribution).

10 5.4.3.10 The District's contribution to the retiree for the combined benefits  
11 described in Section 5.4.3.7 shall not exceed the minimum employer  
12 contribution, and shall be subject to the same limits, terms and conditions  
13 specified therein.

14 5.4.3.11 The District agrees to notify all eligible retired unit members of the  
15 above agreement, and make those adjustments requested by retired unit  
16 members within the limits specified in the above paragraphs.

18 5.4.4 The District shall reimburse retirees who retire with thirty (30) or more years with  
19 the District, which includes any accumulated sick leave, an additional \$100 per  
20 month commencing at age sixty (60) and up to the retiree's 65th birthday for a  
21 total of \$284 per month.

## 22 5.5 IRC 125 Plan

23 The District agrees to maintain an Internal Revenue Code (IRC) 125 Plan whereby  
24 unit members can pay for out-of-pocket health insurance premiums, excess medical costs,  
25 child care, and elder care with pre-tax dollars consistent with carrier requirements. No fees  
26 or expenses shall be charged to unit members for implementation and operation of the IRC  
27 plan.

1     5.6 Initial Placement on Salary Schedule

2             Academic work for initial placement on the salary schedule shall be evaluated by  
3 the Human Resources Department. Appropriate graduate level work beyond a Bachelor's  
4 degree will be accepted. The District will accept degrees and graduate level units only  
5 from higher education institutions accredited by the Western Association of Schools and  
6 Colleges (WASC) or equivalent accreditation agencies in other regions of the United States  
7 and other countries.

8     5.7 Credit for Master and Doctoral Degrees and Graduate Level Units

9             Effective July 1, 2017, unit members who hold a Master's degree shall receive  
10 fifteen hundred (\$1500) in addition to their placement on the salary schedule. Unit  
11 members who hold a Doctoral degree shall receive fifteen hundred (\$1,500) in addition to  
12 their placement on the salary schedule. Only one degree of each type will be recognized  
13 for salary purposes. Unit members must submit evidence of their degree by November first  
14 (1st) of each year to receive salary credit for their advanced degree(s) and/or units for  
15 added increments.

16     5.8 Salary Credit for Academic Course-Work after Initial Placement

17             To be eligible for salary credit for course units taken after initial placement on the salary  
18 schedule, the unit member shall submit the planned course of work to a course-work  
19 screening committee. Prior to enrollment in a course, the planned course work will be  
20 reviewed by a course-work-screening committee composed of two (2) unit members  
21 elected by the faculty, and the principal of the school. The committee will review the course  
22 requests once a month during the school year, and by unanimous vote, recommend  
23 approval of courses for salary credit to the Assistant Superintendent for Human Resources.  
24 Exceptions to prior approval may be granted on an individual basis by the Assistant  
25 Superintendent for Human Resources in consultation with the Assistant Superintendent for  
26 Educational Services.

27             5.8.1 The following criteria shall be used by the course-work-screening committee  
28             and the Assistant Superintendent for Human Resources to determine if the  
              course will significantly improve the employee's potential contribution to the

1 District:

2 5.8.1.1 Courses required by a college, or the California State Department of  
3 Education for a California credential

4 5.8.1.2 Upper division and graduate courses required by a college for a  
5 graduate degree provided the employee has been accepted as a candidate for  
6 a graduate degree and is enrolled in such a program

7 5.8.1.3 Upper division and graduate courses in/or related to a person's teaching  
8 field, or for preparation in an additional teaching area or field of study or field  
9 appropriate for the District

10 5.8.1.4 Lower division courses pertinent to District needs

11  
12 5.9 Prior Experience

13 5.9.1 Year-for-year credit to a maximum of twelve (12) years shall be granted by the  
14 District for prior public school experience. This article shall not entitle any unit  
15 member to retroactive salary payment(s) for any years of service with the District  
16 prior to the 1987-88 school year.

17 5.9.2 Year-for-year credit to a maximum of twelve (12) years may be granted by the  
18 District for prior private or parochial school experience. This article shall not entitle  
19 any unit member to retroactive salary payment(s) for any years of service with  
20 the District prior to the 2018-2019 school year.

21 5.10 Advancement on Salary Schedule

22 5.10.1 After initial placement on the salary schedule, unit members shall advance one  
23 step each year of service to Step 12.

24 5.10.2 One year experience credit requires a total of actual teaching days as a full  
25 time or at least fifty percent (50%) part time employee, plus accumulated sick  
26 leave days if unit member was on sick leave, for more than 75% of the total  
27 teaching days for the school year. For the purpose of this computation, sick leave  
28 days earned during the current school year will be included in the accumulated

1 sick leave.

2 5.11 Payment for Extended Service

3 5.11.1 Unit members who are assigned an additional period of five (5) days beyond  
4 the regular work year shall receive payment of a sum equal to 4% of the amount  
5 indicated for Class IV, Step 12, of the certificated salary schedule currently in  
6 effect in addition to their annual salary. The daily salary for days less than a block  
7 of 5 days will be computed on a per diem rate. The per diem rate will be computed  
8 as follows: Annual salary on Step and Class placement on the salary schedule,  
9 plus advanced degree(s) credit, divided by 186 days (the regular contracted work  
10 year for teachers).

11 5.11.2 Counselors who are assigned an additional period of fifteen (15) days shall  
12 receive payment of a sum equal to 10% of the amount indicated for Class IV,  
13 Step 12 of the Certificated Salary schedule currently in effect, in addition to their  
14 annual salary. Counselors shall be notified no later than April 1 if they are to be  
15 assigned the additional fifteen (15) day period. Counselors assigned to or working  
16 less than the fifteen (15) additional days shall be paid in accordance with Section  
17 5.11.1.

18 5.11.3 Hourly Rate. The hourly rate of pay shall be \$60 per hour with the hourly rate  
19 applied to all supplemental hours worked.

20 5.11.3.1 Nurses, psychologists, and/or speech therapists who volunteer  
21 to work days on the year-round calendar that they would otherwise not regularly  
22 work shall be compensated as follows:

23 5.11.3.1.1 Nurses, psychologists, and/or speech therapists who  
24 volunteer to be at home and on call shall be compensated at the hourly rate  
25 specified above in Section 5.11.3 for each hour on call.

26 5.11.3.1.2 Nurses, psychologists, and/or speech therapists who are  
27 called to a school/site to deliver service shall be compensated at the hourly  
28

1 rate defined in section 15.16.2 (Summer School) for each hour they are at  
2 the school/site, but in no case less than two (2) hours.

### 3 5.12 Specialist Salary

4 5.12.1 Positions will include but may not be limited to: Program Specialist in Special  
5 Education, Music, Preschool, Gifted and Talented, Family Life and full inclusion  
6 programs.

7 5.12.2 Work Day. All positions indicated in 5.12.1 will have a work day of 7-3/4 hours  
8 (30 minutes longer than the teacher's work day of 7-1/4 hours). This includes  
9 days worked beyond the teacher's work year. Lunch time, travel time and other  
10 duties are included as part of the 7-3/4 hour day.

11 5.12.3 Work Year. The District may contract with the Specialists indicated above for  
12 an extended work year, at the rate, as defined below. Such provision must be  
13 included in the individual contract of employment.

14 5.12.4 Salary. All Specialists shall receive a teacher's salary, as defined by Step and  
15 Class placement on the teacher's salary schedule, plus an additional time  
16 differential of 7% of salary or \$1500, whichever is higher. Advanced degree  
17 differential(s) will be added after the additional time differential. The rate for each  
18 block of five full days beyond the normal teacher work year of 186 days will be  
19 4% of Step 12, Class IV, on the salary schedule. The daily salary for days less  
20 than a block of five days beyond 186 days will be computed at a per diem rate.  
21 The per diem rate will be computed as follows: Annual salary on Step and Class  
22 placement on the salary schedule, plus 7% of salary or \$1500, whichever is  
23 higher, plus advanced degree(s) credit, divided by 186 days.

### 24 5.13 Mileage

25 5.13.1 Unit members who routinely drive their own automobiles to fulfill their  
26 professional duties (including but not limited to: psychologists, speech therapists,  
27 instructional coaches, traveling music teachers, technology teachers, resource specialists  
28 with caseloads in more than one school, and nurses) will have a choice between the

1 monthly stipend of eighty dollars (\$80) per month or the IRS rate for actual miles driven.  
2 All other unit members will receive the IRS rate for actual miles driven. Under the rate-per-  
3 mile alternative plan, the employee shall be responsible for maintaining a log of miles to be  
4 claimed. An employee may not change from one reimbursement plan to the other during  
5 the school year. If a unit member, who is on an \$80 per month plan takes an automobile  
6 trip out of San Mateo County and it is over 100 miles round trip, the unit member will receive  
7 IRS rates for miles in excess of 100 for that trip.

#### 8 5.14 Teacher-in-Charge

9 Effective July 1, 2017, teacher-in-charge at the elementary and middle school level  
10 shall receive a stipend of one thousand dollars (\$1,000) per year.

#### 11 5.15 Retirement Benefits

12 5.15.1 The District and the Association have agreed to enter into a program whereby  
13 qualifying retirees may exchange substitute teacher service for continued District  
14 medical insurance coverage only, as provided for herein. It is the intent of the  
15 District and the Association in entering into this program to provide an optional  
16 benefit for retiring employees in exchange for a strengthening of the existing  
17 substitute teacher service.

18 5.15.1.1 Eligibility for this option shall be limited to:

19 5.15.1.1.1 Unit members retiring under STRS/PERS within the term of this  
20 collective bargaining agreement

21 5.15.1.1.2 Unit members who have worked in the District at least the  
22 previous continuous five (5) years

23 5.15.1.1.3 Unit members who have enrolled under the CalPERS Medical  
24 Plan prior to the effective date of their retirement

25 5.15.1.1.4 Dependents include the retiree's spouse and unmarried children  
26 who qualify for benefits

27 5.15.1.1.5 Unit members who properly complete the application procedure  
28 and the substitute teacher commitment.

1 5.15.2 The medical benefits available to a retiree opting for this plan shall be the same  
2 as the medical coverage available to active employees subject to CalPERS  
3 conditions, plus a lump sum payment at the conclusion of the year of specified  
4 substitute service equal to two-hundred and fifty dollars (\$250).

5 5.15.3 The amount of the substitute service to be annually rendered by the retiree  
6 shall be computed as follows:

7 5.15.3.1 The annual District contribution level for medical insurance coverage  
8 for active employees shall be subtracted from the amount of the annual District  
9 contribution for medical insurance coverage that the retiree would have  
10 otherwise been entitled to.

11 5.15.3.2 The difference shall be divided by the per diem substitute teacher rate  
12 of pay, rounded to the nearest whole dollar; the result shall be the number of  
13 days of annual substitute service to be rendered by the retiree under the terms  
14 and conditions of the agreement entered into by the retiree and the District.  
15

16 5.15.3.3 A retired employee who fails to render the number of substitute  
17 teaching days shall be required to reimburse the District, at the per diem  
18 substitute teacher rate of pay, for the days of unfulfilled substitute service.  
19 Failure to render the service for any other reason than personal illness or  
20 genuine emergency in the retiree's immediate family, or failure to reimburse the  
21 District for unfulfilled substitute service shall automatically result in: cancellation  
22 of the retiree's medical insurance coverage option effective thirty (30) days after  
23 the failure(s) occurred; and forfeiture of any portion of the annual lump sum  
24 payment described in Section 5.15.3.2, above.  
25

26 5.15.3.4 Upon submitting their letter of retirement the employee shall be  
27 provided with a copy of the program description. A current employee desiring to  
28



1 participate in this program shall notify the District in writing no later than August  
2 15.

3 5.13.3.5 Prior to August 31 the employee and the District shall mutually enter  
4 into an agreement identifying the number and timing of days of substitution to  
5 be rendered, and other details that may be pertinent to the individual  
6 circumstances of the parties.  
7

#### 8 5.16 Miscellaneous Provisions

9 5.16.1 The District will inform unit members of the conditions governing the use of  
10 grant money. Unit members upon request will be compensated at the hourly rate  
11 from the grant funds for time spent beyond the work day for the implementation  
12 of grants, unless there are restrictions in the grant which prohibit this practice.

13 5.16.2 Summer school teachers shall receive compensation at an hourly rate  
14 generated by multiplying 0.001 by the minimum teacher salary for the school year  
15 immediately prior to summer school. Lead teachers shall be assigned additional  
16 hours and will be paid at the hourly rate.

17 5.16.3 Elementary School Substitute. In the event that an elementary school  
18 substitute is not available at an elementary school and the absent teacher's  
19 students are divided among other classrooms, teachers receiving these students  
20 will be compensated as follows: a teacher(s) who receive(s) one or more  
21 student(s) for more than 30 minutes in a day will receive the hourly rate per  
22 5.11.3. This rate shall be divided by the number of teachers receiving the absent  
23 teacher's students, but no teacher shall receive less than \$75. For each such  
24 occurrence, the receiving teacher will complete a timecard.

25 5.16.4 Middle School Substitute. In the event that a middle school substitute is not  
26 available at a middle school and another teacher volunteers to cover the class  
27 during a prep period. The teacher who covers the class shall receive the hourly  
28 rate per 5.11.3.

1 5.16.4.1 Non-Classroom Teacher Substitute. In the event that a school  
2 substitute is not available and a non-classroom teacher such as a TOSA,  
3 Elementary Counselor or Middle School Librarian is asked to cover the class,  
4 a rotating schedule will be used to equitably distribute the responsibility  
5 created by all affected parties at each site within the first month of the school  
6 year. A meeting between the parties and Human Resources will be held after  
7 a 5<sup>th</sup> rotation in order to brainstorm alternate ideas that reduce impact on  
8 student instructional time and services.

9 5.16.5 State Mandated Trainings. The District will attempt to have the state  
10 mandated trainings available at least 3 weeks prior to the start of the school year  
11 and members shall have a minimum of 6 work weeks to complete their assigned  
12 trainings. For the purpose of this section, a work week is defined as a week  
13 starting on a Monday or a Tuesday.

14 5.16.5.1 Elementary Bargaining Unit Members

15 The parties agree to allow elementary bargaining unit members to leave  
16 campus for the day after student dismissal on one Wednesday in exchange  
17 for completing the trainings. Each site staff shall choose the date with the  
18 approval of the site principal at a faculty meeting in August/September.

19 5.16.5.2 Middle School Bargaining Unit Members

20 The Parties agree to allow middle school bargaining unit members to leave  
21 campus for the day after student dismissal on either two Wednesdays, two  
22 Fridays, or one Wednesday and one Friday in exchange for completing the  
23 trainings. Each site staff shall choose their dates with the approval of the site  
24 principal at a faculty meeting in August/September.

25 5.16.5.3 Other Unit Members

26 Unit members not assigned to a school site shall schedule with their  
27 immediate supervisor one block of 2 hours and 15 minutes of release time.  
28 Scheduling of the compensation time shall be made in August/September.

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5.17 Stipends

RSP/SDC: \$2,500

National Board Certification \$2,500

ASHA Certification (Speech/Language pathologist) \$2,500

BCLAD Certificated Bilingual Teachers \$1,000

BCLAD Certificated Teachers assigned to Immersion Schools/Programs  
\$2,500

Title 1 School \$2,500

Montessori Certified Teachers Assigned to Montessori Schools/Programs  
\$2,500

Transitional Kindergarten teacher with an Early Childhood Special Credential  
and/or otherwise meeting statutory requirements and assigned to teach  
Transitional Kindergarten \$1,000

Middle School Athletic Director \$1,200 per session

Effective July 1, 2017, overnight at \$250 per night

5.18 Timecards

The Payroll Department shall process all timecards within 30 calendar days of  
member submission of the timecard.

1 **ARTICLE 6**  
2 **HOURS**

3 6.1 Work Day

4 Unit members other than psychologists shall be at their work site and be responsible  
5 for instruction/job assignment and other assigned duties for seven and one-quarter (7 1/4)  
6 consecutive hours per day. Psychologists shall be available for their duties for eight (8)  
7 hours per day.

8 6.1.1 Lunch Period. Unit members shall be entitled to a daily lunch period within  
9 the defined working day. At the middle school, the lunch period shall be 40  
10 minutes or one period unless the site administrator, for good reason and after  
11 seeking the advice and counsel of the staff, elects to shorten it. At the TK-5  
12 schools, a duty-free lunch period shall range from 50 to 60 minutes. Duty-free is  
13 defined as free from all duties and responsibilities connected with the instruction  
14 and supervision of students, including but not limited to walking students to and  
15 from lunch.

16 The District agrees to give each TK-5 school funds sufficient to provide a 60-minute  
17 duty-free lunch for bargaining unit members. Bargaining unit members at each site in  
18 consultation with the principal, may, by majority vote of bargaining unit members, decide  
19 to have less than a 60 minute lunch, but not less than 50 minutes, and use the extra lunch  
20 period funds provided by the District for school-related purposes.

21 During their lunch period, unit members shall not be regularly assigned to student  
22 supervision duties except as might be required due to inclement weather or unforeseen  
23 problems. Unit members who are approved by the Principal to conduct parent conferences  
24 or are assigned to student supervision for any reason during their lunch period shall be  
25 free to leave the work site at normal student dismissal time or thirty (30) minutes prior to  
26 normal leaving time, whichever is later or be compensated on a timecard.

27 6.1.2 Personal Need Breaks. Unit members shall not be required to perform  
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1 instructional or other duties for unreasonable periods of time without a break for  
2 personal needs. Should recess duty or rainy day schedule prohibit this break,  
3 provisions for a break will be provided. The plan of coverage shall be developed  
4 at a staff meeting in consultation with certificated personnel assigned to the  
5 school. In the middle schools, the student passing time between periods will  
6 satisfy this requirement. In TK-5 schools the sharing of student recess period  
7 supervision generally satisfies this requirement. The site administrator shall seek  
8 the advice and counsel of the site staff when scheduling recesses, with the intent  
9 of providing reasonable daily breaks for personal needs.

10 6.1.3 Middle School and Elementary Preparation Time. In the middle schools  
11 preparation time provision will be met by the practice of assigning teachers a  
12 teaching responsibility with one period less than the number of periods in the  
13 regular student day.

14 All TK-5 schools, after consultation with the staff, shall establish a minimum of one  
15 hundred fifty (150) minutes per week during which teachers will not be assigned to direct  
16 instruction or supervision of students.

17 These provisions shall not limit site administrators from assigning unit members to  
18 supervision due to unanticipated problems during assigned planning time.

19 6.1.4 Instructional Minutes. The regular instructional day for teachers shall meet the  
20 following standards:

21 6.1.4.1 Teachers shall be responsible for daily instruction in grades 6-8 in a  
22 seven-period schedule for not less than 275 minutes, and for not less than 277  
23 minutes in a six-period schedule.

24 6.1.4.2 Teachers shall be responsible for daily instruction in grades 4-5 for  
25 not less than 300 minutes.

26 6.1.4.3 Teachers shall be responsible for daily instruction in grades TK-3 for  
27 not less than 280 minutes.  
28

1           Within the limits set forth in this section, the faculty and principal at each school  
2 shall mutually agree on the length of the instructional day for unit members. If there is no  
3 agreement between the faculty and the principal, the length of the teacher’s instructional  
4 day shall be not more than the minimum times stated above.

5           6.1.4.4 School sites will use their best efforts to provide classroom teachers  
6 with at least 24 hours advance written notice of any new student joining their  
7 class. Exceptions may be made for homeless youth, foster youth or children  
8 of transferring military families when deemed necessary based on the  
9 recommendation of district liaisons for such students. In the event that 24  
10 hours’ notice is not possible, the teacher will be paid on a time card up to 2  
11 hours to prepare for the new student.

12       6.1.5 On days when unit members are scheduled to work and the students are not  
13 scheduled to be present, the workday shall be the same as in 6.1. On days of an  
14 emergency release of students or on minimum student days, the workday shall  
15 be the same as in 6.1. When night meetings are required of unit members, it  
16 shall be normal practice to release unit members when students are dismissed,  
17 or when students are dismissed on the following day, as decided by the site  
18 administrator, with input from the faculty, except when other normally assigned  
19 duties or unforeseen problems prevent it.

20       6.1.6 It is understood that when unit members are required to travel to another site on  
21 school business, they will be given 15 minutes travel in addition to their duty-free  
22 lunch period.

23       6.1.7 Early Release Time

24       The purpose of the accrued early release time is to support unit members so they  
25 may acquire and implement effective instructional practices to improve student  
26 learning. All unit members will meet in grade level, cross grade level and/or  
27 departmental teams on one (1) early release day per month. The early release  
28 time will be used for professional development, collaboration, and/or grade level,

1 cross grade level and/or departmental instructional planning as determined by  
2 the grade level, cross grade level and/or departmental teams, and/or professional  
3 commitments as defined by the unit member, with input from the site  
4 administrator. Dates for such meetings will be determined by the grade level,  
5 cross grade level and/or departmental teams and shared with the site  
6 administrator prior to the meeting.

## 7 6.2 Starting and Dismissal Times

8 6.2.1 Starting and dismissal times may vary from school to school or department to  
9 department. Management will consult with unit members prior to determination of  
10 or change in such times.

11 6.2.2 Parent-Teacher Conferences. It is the intention of the District to maintain the  
12 current practice of allowing principals to request up to ten (10) minimum days for  
13 the purpose of scheduling school-wide parent-teacher conferences. Minimum  
14 days shall be two hundred thirty (230) minutes for grades 1-2, and two hundred  
15 forty (240) for grades 3-8.

## 16 6.3 Other Duties

17 6.3.1 Required duties beyond the work day as defined in 6.1, shall include:

18 6.3.1.1 Back-To-School Night

19 6.3.1.2 Open House

20 6.3.1.3 Parent Conferences

21 6.3.1.3.1 It is understood that site administrators will make every  
22 reasonable effort to schedule any of the above evening events of 6.3.1 for not  
23 more than two (2) hours.

24 6.3.1.4 Faculty meetings of reasonable frequency and length. The District  
25 agrees to work with school site administrators in an effort to streamline the length and  
26 frequency of faculty meetings. A written faculty meeting agenda shall be provided to the  
27 site staff at least 24 hours prior to the scheduled start of the meeting. The agenda shall  
28

1 indicate the approximate length of the meeting and is intended to last no longer than one  
2 hour.

3           6.3.1.5 IEP, SST and 504 Meetings. The district will use its best efforts to  
4 schedule IEP, SST or 504 meetings during the work day, however some meetings may  
5 need to be scheduled after the work day, or during teacher prep time, to accommodate  
6 parents and other IEP, SST or 504 team members. Unit members who are required to  
7 attend such meetings will be paid the hourly rate as defined in 5.11.3.  
8

### 9           6.3.2 Adjunct Duties

10 Unit members shall be available to render reasonable services related to teaching or  
11 assignment duties. Services provided as adjunct duties are unpaid.

12           6.3.2.1 By August 30th of each school year, the principal will provide a list of  
13 site specific adjunct duties and activities involving bargaining unit members that are needed  
14 at the site. The principal will provide SMETA site reps the opportunity for input to determine  
15 a method for equitable distribution of those activities among the entire staff, taking into  
16 consideration all other non-teaching responsibilities.  
17

18           6.3.2.2 If the distribution process does not result in all activities on the list  
19 being covered, the principal will provide SMETA site reps the opportunity for input to  
20 determine whether those activities are necessary, and if so, how they should be covered.  
21

22           6.3.2.3 Such service shall not exceed three (3) activities per unit member  
23 each year; however, service in activities beyond this limit may be performed on a voluntary  
24 basis at the sole discretion of the bargaining unit member. Unit members who serve on a  
25 school site committee that meets three (3) or more times per year and that is unpaid, such  
26 as school site council, PTA, ELAC committee or the like, shall be deemed to have met the  
27 three (3) activity requirement. Unit members who serve in activities other than committees,  
28



1 shall cover three (3) activities, including but not limited to supervision or volunteering for  
2 athletic events, dances, student performances, book fair family math night and other school  
3 events on the site specific adjunct duties and activities list. Service in activities beyond this  
4 limit shall be filled by volunteers only.

5 It is further understood that the District will make every reasonable effort to meet State  
6 and Federal mandates with a minimum of after-school assignments.

7  
8 6.3.3 Such additional assignments shall not occur on days when unit members  
9 are not otherwise on duty, unless unit members voluntarily agree.

#### 10 6.4 Work Year

11 The maximum work year for teaching unit members, librarians, nurses, speech  
12 therapists and resource specialists, shall not exceed one hundred eighty-six (186) days.  
13 The maximum number of instructional days shall not exceed one hundred eighty (180)  
14 days.

15 6.4.1 Psychologists will work the teachers' work year plus twenty (20) days, [total two  
16 hundred six (206) days] and shall be paid pursuant to the schedule in Appendices  
17 A, B and C.

18 6.4.2 The work year for Specialists (under Section 5.12.1) and Counselors may  
19 exceed one hundred eighty-six (186) days. The Counselors will receive  
20 compensation for additional days as per Section 5.11.2 and Specialists as per  
21 Section 5.12.4.

22 6.4.3 Unit members new to the District may be required to serve two (2) days for  
23 orientation in-service in addition to the work year of one hundred eighty-six (186)  
24 days indicated in 6.4. The District may also require unit members new to the  
25 District up to three (3) more days for in-service with per diem compensation.

26 6.4.4 Unit members who agree to additional hours of assignment shall receive  
27 additional wages at the hourly rate as provided for in Sections 5.11.3 and 5.12.4.

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1 6.4.5 Peer Assistance and Review joint panel members and consulting teachers who  
2 attend required workshops/trainings not held on a workday will be compensated  
3 at their per diem rate.

#### 4 6.5 Job Sharing

5 TK-8 classroom teachers may be permitted to participate in job sharing at the  
6 election of the District subject to the following criteria:

7 6.5.1 All job-sharing arrangements shall require mutual written agreement between  
8 the District and the unit employees involved, and participation in such program  
9 shall be voluntary.

10 6.5.2 If two TK-8 classroom teachers wish to participate or continue in the job-sharing  
11 program, a written request must be received in the Human Resources  
12 Department by March 15 of the year preceding the school year in which the  
13 teachers wish to share the job. The District will respond to job share applications  
14 no later than June 1.

15 6.5.3 Full-time employees who accept a job-sharing assignment under the terms of  
16 Section 6.5 may request to return to full-time assignment for a subsequent  
17 contract year provided they notify the Human Resources Department no later  
18 than February 15 of their desire to return to full-time status. The District shall  
19 honor such request.

20 6.5.4 Fringe benefits for teachers on job sharing shall be on a pro-rata basis.

21 6.5.5 Unit employees in job-sharing assignments shall perform adjunct duties in  
22 equivalent proportion subject to the requirements of Section 6.5.1.

23 6.5.6 Job sharers will be expected to be on duty full time at the beginning of the school  
24 year in order to meet with parents and coordinate and plan for the position. The  
25 number of days of full-time duty at the beginning of the year shall be specified in  
26 the job-sharing agreement as per Section 6.5.1.

27 6.5.7 In the event that one job share partner must be absent from work on an  
28 occasional day, and the other partner can substitute, the other partner will first

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make every effort to arrange for trading a day off with the absent partner. If such a trade is not possible, the substituting partner will be paid the short term substitute rate of pay. Trading days off will require notification to the site administrator. Substitute pay will require a call to the District's substitute call system.

6.6 Reduced Work Load Plan for 55 Years or Older

The Reduced-Work-Load Plan for unit members who are fifty-five (55) years of age or older shall remain in effect as provided for in California Education Code §44922 (Reduction to part-time employment status).

**ARTICLE 7**  
**ASSIGNMENT, TRANSFER & FILLING OF VACANCIES**

7.1 Definitions

7.1.1 "Assignment" means an intra-school placement which does not involve a change in basic job classification.

7.1.2 "Transfer" means an action which results in the inter-school movement of a unit member or movement from one basic job classification to another (e.g., teacher to librarian).

7.1.3 "Voluntary transfer" means a transfer that is initiated by the unit member and is agreeable to both parties.

7.1.4 "Involuntary transfer" means a transfer that is initiated by the District in the best interest of the District.

7.2 Assignments

7.2.1 At initial employment and for subsequent assignments, unit members shall be assigned based on the needs and the best interests of the school district, and in consideration of the specific qualifications of the unit member. When need requires a combination class assignment, such assignments should be made equitably.

7.2.2 Assignments within a school are the responsibility of the site administrator (Principal). Requests for change in assignment shall be made directly to the Principal. The Principal shall discuss possible changes in assignment at a general faculty meeting prior to the close of the school year preceding the change.

7.2.3 Assignments shall be made by June 1 or two weeks prior to the last working day of the school calendar, whichever is later. In the event a unit member does not receive assignment by June 1 or two weeks prior to the last working day of the school calendar, whichever is later, the unit member is entitled to release time for up to four (4) days during the first forty-five (45) calendar days of the beginning of the school year for the purpose of preparing for the new assignment. In lieu of

1 this release time, unit members may elect to prepare for this change during non-  
2 school hours and to be compensated at the hourly rate as provided for in Article  
3 5.11.3 for up to thirty (30) hours. Changes in assignment shall not be made  
4 arbitrarily or capriciously.

5 7.2.3.1 The District shall provide a written job description for all Teachers on  
6 Special assignment (TOSA), including their job responsibilities and expectations  
7 prior to their date of recommitment and/or assignment.

8 7.2.3.2 The District shall provide a written job description for all Counselors  
9 including their job responsibilities and expectations prior to their date of  
10 recommitment and/or assignment.

11 7.2.4 A unit member who is reassigned after the start of the school year is entitled to  
12 four (4) days of release time for the purpose of preparing for the new assignment.  
13 This release time shall occur during the first forty-five (45) days of the new  
14 assignment. In lieu of release time, unit members may elect to prepare for the  
15 new assignment during non-school hours and be compensated at the hourly rate  
16 as provided for in Article 5.11.3 for up to thirty (30) hours.

17 7.2.5 Unit members who are required to move to another classroom due to a non-  
18 facilities related event in the school are entitled to one work day of release time  
19 during the first ten (10) days of moving to the new classroom. District will notify  
20 a non-classroom teaching unit member at least ten (10) days in advance if the  
21 unit member's office is to be moved during the period when the unit member is  
22 not on duty. Non-classroom teaching unit members are also entitled to one work  
23 day of release time.

24 7.2.6 If it is necessary to change the assignment of a unit member after  
25 commencement of the work year, it shall be standard practice for the Principal to  
26 discuss the need for the change and ask for volunteers in a general faculty  
27 meeting. The Principal will make the final decision as to which member will be  
28 reassigned, taking volunteers into consideration.

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7.2.7 Unit members who are required to move classrooms due to facilities related events will receive \$350 for each one way move; and will be allowed to leave the school campus after the end of the teaching day on two minimum days. Early release for the minimum days must be with prior approval of the Principal. If the school does not have a minimum day, the teacher will be released for an equivalent number of hours as the teacher on a minimum day.

7.2.8 The District shall make every effort to reassign a Teacher on Special Assignment (TOSA) or a Consulting Teacher (CT) to the school and assignment that they left when they assumed their duties as a TOSA or a CT.

### 7.3 Seniority System

The seniority system, as defined by law, will be utilized in the event that reduction in staff becomes necessary. District-wide seniority lists shall be posted annually by March 1 of each year.

### 7.4 Transfers

Transfers may be initiated by the unit member or the Principal/District administrator. Transfers shall not be made arbitrarily or capriciously.

### 7.5 Involuntary Transfers

7.5.1 Unit members may be involuntarily transferred due to shifts in student enrollment, program changes, or unforeseen circumstances.

7.5.1.1 If it is necessary to transfer staff after commencement of the work year, the Principal will discuss the need for the transfer and ask for volunteers in a general faculty meeting. The District will make the decision as to which unit member will to be transferred, taking volunteers into consideration.

7.5.1.2 In the event of an involuntary transfer during the school year of a unit member to a position of lesser salary, such as counselor or specialist to teacher,

1 the unit member shall receive the same salary for the year as their original  
2 assignment.

3 7.5.1.3 Unit members to be involuntarily transferred due to shifts in student  
4 enrollment shall have the right to indicate preferences from a list of vacancies  
5 and the employer shall consider such requests on the basis of District-wide  
6 needs. When, in the judgment of the District, staffing needs can be met equally  
7 well by two or more unit members who are subject to involuntary transfer due to  
8 shifts in student population, the member with greater seniority within the District  
9 shall have preferential choice of the assignments to be filled.  
10

11 7.5.1.4 A unit member who must be involuntarily transferred due to shifts in  
12 student enrollment shall have preference for vacancies over voluntary transfer  
13 requests and/or other involuntary transfers. A vacancy is a position not currently  
14 held by a probationary or permanent employee. The exercise of this right of  
15 preference shall not require the transfer of unit members after school is in  
16 session, nor the transfer of a unit member to a position for which, in the  
17 judgment of the District, he/she is not well-qualified. The District has no  
18 obligation to notify unit members, except as otherwise provided in this  
19 agreement for the posting of vacancies.  
20

21 7.5.2 Unit members may be involuntarily transferred for reasons other than shifts in  
22 student enrollment, program changes, or unforeseen circumstances.

23 7.5.2.1 When, in the judgment of the Principal, unresolved matters involving a  
24 unit member persist, the Principal shall conference with the unit member and  
25 forewarn him/her that an involuntary transfer may be necessary.

26 7.5.2.2 If, after a conferencing with the unit member, the Principal or immediate  
27 supervisor believes it is in the best interest of the school or department that the  
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1 unit member be involuntarily transferred, he/she shall submit a written request  
2 to the Assistant Superintendent for Human Resources. The written request shall  
3 state the reasons for the transfer. A copy of the written request shall also be  
4 provided to the unit member.

5 7.5.2.3 The Assistant Superintendent shall give a written notice of involuntary  
6 transfer, stating the reasons for the transfer, to the unit member no later than  
7 twenty (20) work days prior to the effective date of the transfer.  
8

9 7.5.3 Unit members who are transferred after the start of the school year shall be  
10 eligible to take up to four (4) days of release time for the purpose of preparing for  
11 the new assignment. This release time shall occur during the first thirty (30) days  
12 of the new assignment. In lieu of this release time, unit members may elect to  
13 prepare for this change during non-school hours and to be compensated at the  
14 hourly rate as provided for in Article 5.11.3 for up to thirty (30) hours.

15 7.5.4 Transfers will be made June 1 or two weeks prior to the last working day of the  
16 school calendar, whichever is later. In the event a unit member receives a  
17 transfer after June 1 or after two weeks prior to the last working day of the school  
18 calendar, he/she may request up to four (4) days of release time for preparation.  
19 This release time shall occur during the first forty-five (45) days of the new  
20 assignment. In lieu of this release time, unit members may elect to prepare for  
21 this change during non-school hours and will be compensated at the hourly rate  
22 as provided for in Article 5.11.3 for up to thirty (30) hours.

23 7.5.5 No unit member shall be involuntarily transferred in more than two successive  
24 years.

## 25 7.6 Voluntary Transfers

26 7.6.1 No later than January 15 of each year, the Assistant Superintendent for Human  
27 Resources shall publish a reminder notice requesting unit members to inform the  
28 Human Resources Department or the immediate supervisor they are interested



1 in a voluntary transfer on the appropriate District form. Responses will be  
2 received and held in confidence in the Human Resources Department. Such  
3 reminder notice shall indicate positions which may be available for the following  
4 school year due to continued implementation of the state-funded class-size-  
5 reduction program and/or increases in enrollment.

6 7.6.2 Vacant positions will be announced and posted in a District publication and on  
7 the District's website throughout the calendar year. Between June 15 and August  
8 15, the posting time will be a minimum of ten (10) calendar days prior to the filling  
9 of the vacancy. The District shall provide vacancy announcements and postings  
10 to the Association on a regular basis throughout the calendar year.

11 7.6.3 A unit member requesting a voluntary transfer shall make his/her interest known  
12 to the Human Resources Department or the immediate supervisor by submitting  
13 a Request for Transfer form by February 1. A unit member may request a transfer  
14 after February 1, however, first consideration will be given to those who request  
15 transfers by February 1.

16 7.6.4 The Assistant Superintendent for Human Resources or designee shall confer  
17 with the unit member regarding his/her request and schedule a conference  
18 between a site administrator or designee and unit member about the requested  
19 vacant position(s).

20 The Human Resources Department shall promptly notify unit members whether  
21 their request for voluntary transfer has been approved. All applicants shall be  
22 informed in writing of the status of their voluntary transfer request no later than  
23 June 30. Written reasons for denial of a voluntary transfer shall be given if  
24 requested.

## 25 7.7 Job Exchange

26 7.7.1 Intra-District. The District will consider requests from unit members with the  
27 proper credentials for exchange assignments between schools for a period of one  
28 year. The unit employees participating in this exchange shall be returned to their

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previous school without loss of seniority after one year.

7.7.2 Inter-District. The District will consider requests from unit members with the proper credentials for exchange assignments between Districts for a period of one year. The unit member participating in this exchange shall be returned to his/her previous school without loss of seniority, unless the unit member would have been moved anyway.

7.8 Retraining

When there is a change in assignment or a transfer, and specific college courses or training workshops are recommended by the District, and the unit member agrees to take the course or workshop, the District shall bear the cost of the tuition or training. Unit credit for college courses shall be counted for increments on the salary schedule.

7.9 Release Time Option

Should more than one sub-article related to release time under 7.2.3, 7.2.4, 7.2.5 or 7.5.4 apply to a single unit member simultaneously, the unit member shall qualify for release time under the sub-article which provides for the greatest amount of release time, but shall not qualify for cumulative release time under more than one sub-article.

**7.10 TK/K-8 School Sites**

Unit members whose current site is converted to a TK/K-8 site may apply for a voluntary transfer. A Unit member who requests voluntary transfer due to a conversion into a TK/K-8 school shall have preference for vacancies over voluntary transfer requests.

**ARTICLE 8**  
**CLASS SIZE**

8.1 Measure B Class Size

8.1.1 The District shall staff schools utilizing the following ratios derived from Measure B (1991), which provides funds, in part, to reduce class size as follows:

- K-2 classes 25:1
- 3-8 classes 27:1

For grade 2/3 combination (split grade level) classes, the ratio which applies to grade 2 shall apply.

8.1.2 These ratios are understood to be the District ratios between the total number of students enrolled and the total number of teachers with regular classroom teaching responsibilities. These ratios shall be maintained subject to the following provisions:

8.1.2.1 Schools with at least twenty-seven (27) excess students will receive one additional teacher at any time of the school year up to March 1, if classroom facilities are available. If no classroom facilities are available other relief measures will be provided.

8.1.2.2 If no school is impacted under 8.1.2.1, the District is relieved from new hiring as long as the District-wide ratio is not exceeded by fifty-one (51) students.

8.1.3 These ratios may be altered only by mutual agreement in the event Measure B funds become inadequate, or the termination of Measure B funding.

8.1.4 Should a School Site Council and faculty decide to restructure the school program in such a way as to involve the Resource Specialist (RSP) teacher in general education instruction, the RSP teacher at that school shall be given the opportunity to transfer to another school that has no such restructuring. If no such transfer is available or possible, the RSP teacher shall remain at that school, and

1 shall not be required to provide instruction to general education students.

2 **8.2 Middle School Student Contacts**

3 8.2.1 The middle school student contact average will be 175 calculated as an  
4 individual school site average (excluding the Special Day Class teachers,  
5 Resource Specialist, Physical Education teachers, and Music teachers at the site)  
6 with 185 as the individual teacher maximum student contacts.

7 8.2.2 The maximum daily student contact for a full time unit member with six (6)  
8 separate teaching periods shall be 185 except for Physical Education and Music  
9 which shall be 240.

10 8.2.3 The daily student contact maximum for part time unit members shall be a  
11 prorated amount.

12 8.2.4 With the specific written consent of the unit member for each additional student,  
13 the 185 maximum may be exceeded.

14 8.2.5 The provision of this section shall be subject to the condition stated in section  
15 8.1.3.

16 8.2.6 Students in core classes will be counted in each period of the core class (for  
17 example, a student in a two period core class will be counted twice). Further, a  
18 student assigned to a teacher as a student classroom aide or as a peer helper  
19 will be counted as a teacher contact.

20 **8.3 Exceptions to Maximum Middle Student Contact Hours**

21 8.3.1 Alternative schedule means, but is not limited to, A-B or Block scheduling.

22 8.3.2 With the specific written consent of the unit member teaching Technology or  
23 Electives, the 185 maximum student contacts may be exceeded, but not to  
24 exceed 5 additional student contacts. The District will provide one (1) day of  
25 release time to prepare report cards at the end of each grading period to a full  
26 time Technology or Electives teacher whose student contact numbers are greater  
27 than 185 students per grading period. These teachers may opt to take the one  
28 day of release time in two ½ day increments.

1 8.3.3 With the specific written consent of the unit member teaching Physical  
2 Education, the 240 maximum student contacts may be exceeded, but not to  
3 exceed 10 additional student contacts. The District will provide one (1) day of  
4 release time to prepare report cards at the end of each grading period to a full  
5 time Physical Education teacher whose student contact numbers are greater than  
6 240 students per grading period. These teachers may opt to take the one day of  
7 release time in two ½ day increments.

8 8.3.4 With the specific written consent of the unit member teaching Music, the 240  
9 maximum student contacts may be exceeded, but not to exceed 10 additional  
10 students. The District will provide assistance to full time Music teachers whose  
11 student contact numbers are greater than 240 students per grading period. The  
12 following options for assistance may be agreed to between the teacher and  
13 Principal:

14 8.3.4.1 A Music classroom Instructional Aide to support the teacher up to two  
15 hours per day.

16 8.3.4.2 One (1) day of release time per grading period, which may be taken in  
17 two ½ day increments at the option of the teacher.

18 8.3.4.3 Any other creative ways developed by the teacher and Principal to aid  
19 the teacher(s) with student contacts greater than 240.  
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#### 21 8.4 Middle School Counselors

22 The Middle School student-to-counselor ratio will be maintained at 600:1 on a district  
23 wide basis. In the case of a fractional amount, the District will not need to employ another  
24 counselor until the next whole number is reached. This means, for example, that if  
25 application of the ratio yielded an FTE number between 5.01 and 5.99, the District would  
26 comply with the ratio of 5.0 Counselors.

#### 27 8.5 Elementary Class Size

28 The District shall maintain class size as follows:

8.5.1 TK shall be staffed in accordance with state law:

1 For the year 2022-2023, 12:1 student to adult ratio with a class size maximum of 24  
2 students.

3 For all subsequent years, 10:1 student to adult ratio with a class size maximum of 20  
4 students.

5 8.5.1.1 K-3 (and 3/4 combination classes) at no more than 28 students.

6 8.5.2 Grade 4-5 classes at no more than 30 students.

7 8.5.3 Elementary Physical Education classes at no more than 30 students.

8 8.5.4 Whenever it appears necessary to schedule a class(es) above these numbers,  
9 the site administrator shall request a review by the appropriate District  
10 administrator who shall make the determination as to whether to approve the  
11 overage. In the event the temporary assignment of a student causes a class to  
12 exceed the numbers above, a review of the situation is to be held within three (3)  
13 school days between the site administrator and the appropriate District  
14 administrator and appropriate action taken to relieve the situation.

15 8.5.5 If the numbers exceed those above, the unit member will complete a Staffing  
16 Ratio Option Request Form (Appendix D) to determine type of additional support.  
17 The unit member/Association, upon request, will be involved in any review on a  
18 consulting basis.

19 **8.6 Special Education Classes and Programs**

20 8.6.1 Special Education classes and programs are to be staffed in accordance with  
21 State law and the following recommended program standards: (1) Special Day  
22 Classes (SDC) = 12 students for preschool, 12 students K-5, 15 students at  
23 middle school; (2) Resource Specialist Programs (RSP) caseload = 28; and (3)  
24 Designated Instruction Services Speech and Language (DIS-SLP) caseload = 55.  
25 Such staffing shall not be counted in the staffing ratios cited in 8.1. In the event  
26 that a designated instructional service (DIS-SLP) unit member is assigned an  
27 individual caseload in excess of 56 students, the unit member shall be provided  
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1 relief in the same manner as described in Section 8.6.2. Special Education  
2 teachers will provide instruction and services as provided by law. Special  
3 Education teachers will also be available for consultation and other assistance to  
4 support classroom teachers.

5 8.6.2 Special Education teachers will be provided with up to 4 release days per year  
6 to complete legally required student documents. Release days must be  
7 scheduled in accordance with the Substitute Reservation System on a Tuesday,  
8 Wednesday, or Thursday. The teacher must remain on District property during  
9 the release day. This program will be evaluated annually.

#### 10 8.7 Support of Special Education Students in the General Education Setting

11 8.7.1 Prior to receiving a student enrolled in a Special Day Class into a General  
12 Education Class, the unit member(s) including the general education and special  
13 education teacher(s)) shall meet to review the student's IEP goals, present levels  
14 and academic/behavior needs as well as to collaborate on implementation of the  
15 IEP in the General Education setting. The unit member(s) shall receive paid  
16 training necessary to work with the student(s) including but not limited to how to  
17 modify instruction and curriculum and address behavioral needs of students.

18 8.7.2 If required by the student's IEP, an instructional aide shall be present in the  
19 general education classroom while the special day class student is in attendance.  
20 A substitute aide shall be provided in the absence of the regular aide.

21 8.7.3 Any special materials, supplies or equipment required by the special day class  
22 student's IEP shall be provided by the District.

23 8.7.4 Each school site shall create a Special Education integration team, to include  
24 the general education teachers receiving special day class students, the  
25 appropriate special education staff working with the students, and the program  
26 specialist (if any). The planning team shall meet on a regular basis (prior to each  
27 grading period) during the work day to create, implement and coordinate the  
28 successful integration of the students into the general education classroom.

1 8.7.5 Each Special Day Class student who is integrated into a general education  
2 classroom for at least one core curriculum subject shall count in the student load  
3 maximums for purposes of Section 8.5.5. Core curriculum subjects for  
4 Elementary include ELA, Math, Science and Social Studies.

5 8.7.6 Unit members shall not be required to perform health assistance or medical  
6 procedures on students unless specifically trained and certified for that purpose.  
7 Any such training shall be voluntary, shall be conducted during the regular work  
8 day, and at District expense. The District shall indemnify and hold harmless, in  
9 accordance applicable Government Code sections, any unit member who has  
10 been specifically trained and certified by the District to perform health care  
11 services and who performs such health care services.

12 8.7.7 For other than administrative placements, at least one (1) general education  
13 teacher at the school/site shall be included in the IEP meeting of the Special Day  
14 Class student prior to the placement of the student in a general education class.  
15 If possible, the general education teacher shall be that teacher who is projected  
16 to receive the Special Day Class student. Subsequently, the general education  
17 teacher shall be consulted prior to the scheduling of IEP meetings.

18 8.7.8 A General Education TK/Kindergarten teacher (preferably from the child's  
19 neighborhood school) shall be invited to attend any preschool transition IEP  
20 meetings prior to child's TK/Kindergarten placement.

## 21 8.8 Additional Staff

22 It shall be the practice of the District to staff the schools on the following:

23 8.8.1 One-half (0.5) librarian/certificated person for each middle school library/media  
24 center. The effect of this allocation shall be that a full-time unit member assigned  
25 as a middle school librarian, in a seven (7) period day, shall serve as librarian for  
26 three (3) periods, be assigned to teach three (3) classes and have one (1)  
27 preparation period.

28 8.8.2 Two (2) nurses for the District.



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8.8.3 One (1) psychologist for each twelve hundred (1200) students.

8.9 Special Staffing Arrangements

The District staffing ratio shall not limit individual schools from implementing special staffing arrangements, such as, low-enrollment classes, differentiated staffing large-group instruction or team teaching. Nor shall it limit individual schools from hiring specialists from their allotted number of teachers as long as other class-size requirements in this Article are not violated.

In developing special staffing arrangements, the site administrator is expected to seek the advice and counsel of that faculty and approval of the appropriate District central office administrator(s). A faculty will, upon request, receive a Superintendents review of any special staffing arrangement that it opposes.

8.10 Grade/Course Planning Meetings

Each school site staff shall meet before June 1 to come to consensus about the grade level and/or course configuration of classes for the following school year. Any necessary changes occurring during the summer months shall be reviewed at the staff meeting scheduled on the day prior to the beginning of instruction the following school year.

1 **ARTICLE 9**  
2 **EVALUATION**

3 9.1 Purpose

4 The purpose of evaluation is to support staff in developing their skills in an  
5 atmosphere of life-long learning while maintaining high professional standards to ensure  
6 student growth and development; acknowledge individual strengths; address the needs of  
7 employees with varying levels of experience; and focus on job specific skills. Since the  
8 evaluation process (Stull Act) is designed to assist the unit member in improving his/her  
9 individual performance, such improvement can best be achieved in a non-threatening  
10 cooperative and collaborative atmosphere.

11 9.2 Definitions

12 9.2.1 "Coach" means evaluator and or any other site or district administrator.

13 9.2.2 "Coaching" includes, but is not limited to, providing: demonstration lessons;  
14 release time to visit other classrooms; opportunities for conference attendance;  
15 sample lesson plans; alternative strategies and techniques; support and  
16 encouragement; and responding to reasonable requests from the evaluatees.

17 9.2.3 "Days" means evaluatee's working days.

18 9.2.4 "Evaluatee" means any unit member who is being evaluated by an evaluator.

19 9.2.5 "Evaluator" means persons designated by the Board who have the responsibility  
20 and authority to make judgments concerning the quality of performance of  
21 employees under their supervision. The primary evaluator of school site unit  
22 members is the Principal or Assistant Principal. All evaluations are reviewed and  
23 signed by the Principal. The primary evaluator of unit members assigned to the  
24 District Office is the immediate certificated supervisor. If other management  
25 personnel are to be involved in the evaluation process, for the purpose of input,  
26 the unit member shall receive adequate prior notification. Only certificated  
27 management personnel may have evaluator status.

28 9.2.6 "Formal Observation" means pre-scheduled classroom observation for the

1 purpose of structured communication with the unit member, including completion  
2 of the "Observation of Classroom Teaching" form (See Appendix H). In the event  
3 that two formal observations are required for an evaluation, a reasonable amount  
4 of time shall separate the two formal observations to allow the employee enough  
5 time to show improvement and both shall be completed prior to the timelines  
6 indicated in section 9.3.8 of this agreement.

7 9.2.7 "Informal Observation" means brief unscheduled visits by administrator(s) for  
8 the purpose of ongoing communication with unit members.

9 9.2.8 "Key Elements" means descriptors which define the specific expectations within  
10 each standard.

11 9.2.9 "Standards" means the six California Standards for the Teaching Profession as  
12 adopted by the California Commission on Teacher Credentialing October 2009.

13 9.2.10 "Written Report" means a statement in writing of the formal observation by the  
14 evaluator. A copy of the statement is to be given to the unit member; one copy is  
15 to be kept by the evaluator and one copy is to be placed in the unit member's  
16 personnel file. The unit member being evaluated is to sign the statement. This  
17 signature does not indicate approval of the content, but rather that the statement  
18 has been received.

19 9.2.11 "Final Evaluation" means a written summary statement on appropriate District  
20 forms, based upon formal observation and other pertinent information to be  
21 shared in a timely manner with the unit member being evaluated.

22 9.2.12 "Unsatisfactory Evaluation" means a permanent classroom teacher has not  
23 met the California Standards for the Teaching Profession as evidenced by receipt  
24 of three (3) or more ratings of one (1) on their final evaluation. This evaluation  
25 shall be based on no less than two formal observations.

26 9.2.13 "Rubric" means the scale by which an employee is measured.

### 27 9.3 General Procedures

28 9.3.1 The evaluation process is designed to assist the unit member in improving

1 his/her performance and to acknowledge individual strengths. This can best be  
2 achieved in a supportive, cooperative atmosphere. Ongoing informal classroom  
3 visits by the site administrator/primary evaluator throughout the year will foster  
4 this atmosphere, and will complement formal classroom observations. The  
5 expectation is that administrators will devote as much time as needed to support  
6 unit members in their professional development.

7 9.3.2 All temporary and probationary classroom teachers will be evaluated pursuant  
8 to legal requirements using the process described in Section 9.4.

9 9.3.3 Permanent classroom teachers will be evaluated pursuant to legal requirements  
10 using the process described in Section 9.5.

11 9.3.4 Permanent employees who are not classroom teachers will be evaluated as  
12 indicated in section 9.6 of this agreement.

13 9.3.5 The standards referred to in this Article are the California Standards for the  
14 Teaching Profession, 2009. A copy of these standards and their key elements,  
15 as well as a written explanation of the evaluation process, will be given to all unit  
16 members being evaluated by September 30. Unit members new to the district  
17 will receive this information at the time of initial employment.

18 9.3.6 In the case of negative observation(s), or if any problems are noted, the  
19 evaluator shall take positive action to assist the unit member in correcting any  
20 cited deficiencies. The evaluator's role to assist the unit member shall include,  
21 but not be limited to, specific recommendations for improvement, and employer  
22 assistance to implement such recommendations.

23 9.3.7 The final evaluation shall not include any deficiencies that have been brought to  
24 the attention of the unit member and corrected.

1           9.3.8 Timelines

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	First Year Probationary and Temporary	Continuing probationary and temporary	Permanent
Initial conference deadline for determining the standards and key elements	October 15	October 15	October 30
Deadline to complete formal observations	May 1	March 1	April 15
Deadline to complete final evaluation (written and given to evaluatee)	May 15	March 15	No later than (30) calendar days before the last working day on the evaluatee's calendar

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10       9.4 Evaluation of Probationary/Temporary Unit Members

11           Probationary/Temporary unit members shall be evaluated each year, as required by  
12 law in order to determine whether or not the individual is meeting Standards. The number  
13 of observations shall be determined by the evaluator to gather sufficient data to make  
14 appropriate recommendations and provide a proper evaluation. The primary focus in the  
15 evaluation of first year Probationary/Temporary unit members shall be on coaching,  
16 support and feedback related to the Standards.

17       9.4.1 First year Probationary/Temporary unit members will be evaluated on Standards  
18       #2- Creating and Maintaining Effective Environments for Learning and #4 -  
19       Planning Instruction and Designing Learning Experiences for All Students. Unit  
20       members shall identify key elements under each standard to focus on during the  
21       evaluation year. In addition, feedback may be provided on all six Standards. By  
22       October 15th, the first year probationary/temporary unit members will meet with  
23       their evaluator to discuss the evaluation process.

24       9.4.1.1 There will be a minimum of two formal observations throughout the year.

25       The following format for formal observations will be followed:

26           9.4.1.1.1 Pre-observation Conference

27           9.4.1.1.2 Post-observation Discussion: Except for unforeseen  
28           circumstances, no later than three (3) working days after observation

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9.4.1.1.3 Length of observation: Minimum of twenty continuous minutes

9.4.1.1.4 Post-observation Written Summary: No later than ten (10) working days after observation. Meeting to discuss this written observation is not required

9.4.1.1.5 Frequency of Formal Observations: No more than one (1) in any five (5) day working period

9.4.1.1.6 Number of Formal Observations: Probationary/Temporary Unit Members: Minimum of two (2), maximum of three (3) or more by mutual agreement

9.4.1.1.7 Observation feedback will be centered around but not limited to identified standards of focus so that feedback is meaningful. The site administrator/primary evaluator will offer support, methods and/or ideas as needed

9.4.1.1.8 Informal classroom visits by the administrator throughout the year will foster dialogue and support.

9.4.2 Continuing Probationary/Temporary unit members will focus on positive progress toward three new Standards: #1. Engaging and Supporting all Students in Learning; #3. Understanding and Organizing Subject Matter for Student Learning; and #5. Assessing Students for Learning. Unit members shall identify key elements under each standard to focus on during the evaluation year. The unit member will continue to work on standards of focus from the first year. In addition, feedback may be provided on all six Standards. By October 15th, the continuing Probationary/Temporary unit member will meet to review the Standards of focus for the evaluation year.

9.4.2.1 A temporary unit member with more than three (3) years of service with the District and who has met the standards, shall be evaluated using the same procedures as permanent unit members.

1 9.4.2.2 There will be a minimum of two formal observations throughout the year.

2 The format will be the same as Section 9.4.1.1 above.

### 3 9.5 Evaluation of Permanent Unit Members

4 All permanent unit members shall be observed and evaluated in their teaching/job  
5 performance no less than every other year. The number and frequency of observations  
6 shall be determined by the evaluator with input from the unit member so as to gather  
7 sufficient data to make appropriate recommendations and to provide a proper evaluation.  
8 In the event that the evaluator determines that the employee may receive an unsatisfactory  
9 evaluation, the evaluator will inform the unit member in writing of the potential  
10 unsatisfactory evaluation and do another formal observation. All formal observations must  
11 be completed prior to the date indicated in section 9.3.8-Timelines. At the request of the  
12 unit member additional observations will occur.

13 9.5.1 The primary focus in the evaluation of Permanent unit members shall be on  
14 coaching, support, professional development and feedback related to the six  
15 Standards.

16 9.5.2 Permanent unit members who have completed at least three (3) years of  
17 teaching experience in the District and have met the Standards during the prior  
18 evaluation period may choose to be evaluated using either Option I or Option II.  
19 Option II requires the approval of the site administrator/primary evaluator when  
20 an evaluatee receives a mark of “(1) doesn’t meet Standards” or “(2) partially  
21 meets Standards” on the evaluation form during the prior evaluation period using  
22 Option I.

23 9.5.2.1 Option I - By October 30th, the Permanent unit member will meet with  
24 the site administrator/primary evaluator to set goals and to establish an  
25 evaluation plan. The Permanent unit member will identify one or two Standards.  
26 Unit members shall identify key elements under each Standard to focus on  
27 during the evaluation year. One Standard or key element(s) may be added at  
28

1 the discretion of the site administrator/primary evaluator in consultation with the  
2 unit member. The Permanent unit member may then choose to focus only on  
3 the administrator's selected Standard or key element(s). The overall evaluation  
4 will address all six Standards and the unit member will focus on one or two  
5 Standards. The following format will be used for formal observations:

6 9.5.2.1.1 Pre-observation Conference: Optional for permanent unit  
7 members

8 9.5.2.1.2 Length of observation: Minimum of twenty continuous minutes

9 9.5.2.1.3 Post-observation Discussion: Except for unforeseen  
10 circumstances, no later than three working days after observation

11 9.5.2.1.4 Post-observation Written Summary: No later than ten working  
12 days after observation. Meeting to discuss this written observation is not  
13 required

14 9.5.2.1.5 Frequency and Number of Formal Observations No more than  
15 one observation in any five (5) day working period with a minimum of one  
16 observation and maximum of three for Option I (more by mutual  
17 agreement). For teachers referred to PAR program, the unit member may  
18 request and receive more than one (1) formal observation. This request  
19 must be made in writing and be provided to the evaluator by October 30th.  
20 The limit on the number and frequency of observations shall not apply when  
21 the unit member receives a 45-day Notice of Unprofessional Conduct or 90-  
22 day Notice of Unsatisfactory Performance under Education Code §44938.

23 9.5.2.1.6 Observation feedback will be centered on, but not limited to,  
24 identified Standards of focus so the feedback is meaningful. The site  
25 administrator/primary evaluator will offer support, methods and/or ideas as  
26 needed.  
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1 9.5.2.1.7 The administrator will offer continued support and coaching  
2 through dialogue and informal classroom visits throughout the year.

3 9.5.2.2 Option II is available to all Permanent unit members who have  
4 completed at least three (3) years of teaching experience in the District and  
5 have met the Standards during the prior evaluation period. Option II may be  
6 available to evaluatees who received a mark of “(1) doesn’t meet Standards” or  
7 “(2) partially meets Standards” on the evaluation form based on the prior  
8 evaluation with the approval of the site administrator/primary evaluator.  
9

10 9.5.2.2.1 Possible Evaluation Methods for Option II Plans. Once Option II  
11 has been approved, evaluatees shall select the Option II plan. Following is  
12 a list of possible methods that may be used as part of developing a plan in  
13 Option II. These methods may be used by certificated unit members to  
14 demonstrate that the unit member has met the Standards regarding the  
15 effective implementation of District curriculum, the utilization of instructional  
16 materials, student assessment practices and other important activities  
17 related to teaching. Upon completion of the evaluation and the evaluatee  
18 has met the Standards, the District shall return all materials or media used  
19 in the evaluation to the evaluatee. Should the evaluatee partially meet  
20 standards or not meet Standards, materials or media used in the evaluation  
21 shall be retained by the District until the evaluatee has met the Standards,  
22 at which time the District shall return all media used in the evaluation to the  
23 evaluatee. The evaluatee shall not subsequently use any media, which was  
24 created during work time, and/or with District material, which is returned to  
25 the evaluatee for commercial purposes.

26 9.5.2.2.2 Video or audio feedback. This method refers to the recording by  
27 the teacher of an actual, live classroom episode on video or audio. The  
28 focus could be on the teacher’s behavior or students’ reaction to the

1 improvements to classroom instruction. Such recordings are powerful in  
2 that they allow the teacher to see themselves from the students'  
3 perspective. The teacher's review of the taped records can involve the use  
4 of some data collection or observation instrument. For example, the teacher  
5 could chart frequencies of specified behaviors.

6 9.5.2.2.3 Self-rating using a specified rating form. A self-rating form is a  
7 written form that requires the teacher to rank or grade themselves on a  
8 variety of dimensions or behaviors specified by the form. Such a form would  
9 primarily be useful as a starting point for evaluation. Such a form, if  
10 developed by the participating teacher in a school, could provide a  
11 conceptual framework for the dimensions of excellent teaching. Thus, for  
12 those teachers who did not know where to start in the self-evaluation  
13 process such a form might be helpful.

14 9.5.2.2.4 Teacher-maintained journal. Maintaining a journal of thoughts,  
15 reactions, progress, etc. focusing on a particular student, class, or one's  
16 teaching in general can be a valuable tool for self-reflection and professional  
17 growth. The focus of the journal entries should be decided in the advance.

18 9.5.2.2.5 Progress through self-study materials. This method involves  
19 using some existing programmed materials for reviewing one's teaching  
20 style or to investigate alternative teaching techniques and materials. The  
21 materials typically would involve some general introduction and then a set  
22 of modules to work through which required some kind of response from the  
23 teacher.

24 9.5.2.2.6 Observation and modeling of another teacher. The use of this  
25 method involves the observation by the teacher of examples of high quality  
26 teaching. Such observation, either in a class setting or on videotape allows  
27 the teacher to compare their teaching with that of the expert. The  
28 observation may be structured, in that the teacher knows prior to the

1 observation that they are looking at a specific dimension of teaching, or  
2 unstructured, in that the teacher may be open to what they may discover.

3 9.5.2.2.7 Teacher maintained Portfolios. Portfolios of lesson plans,  
4 instructional materials developed, student assessments used, or any other  
5 category of teaching products can be kept in a file and reviewed by the  
6 teacher as a way of constantly improving on what has been done or used.  
7 The purpose and criteria for including pieces in the portfolio can be  
8 maintained primarily for the self-reflective value to the teacher, a peer  
9 review of the content could also lead to some valuable insights.

10 9.5.2.2.8 Student and/or parent surveys.

11 9.5.2.2.9 Other methods as agreed to by the unit member and evaluator.

12 9.5.2.3 The Option II format will consist of the following:

13 9.5.2.3.1 By October 30th, the unit member and the site  
14 administrator/primary evaluator shall meet to set goals and establish an  
15 evaluation plan, based on the California Standards for the Teaching  
16 Profession. The timeline may encompass one year or two years by mutual  
17 agreement of the unit member and the site administrator/primary evaluator.  
18 If the evaluation encompasses two successive years and Standards are  
19 met, then the unit member will have a one-year interim prior to the next  
20 evaluation.

21 9.5.2.3.2 Frequency and number of formal observations for Option II if any,  
22 is determined by the evaluation plan selected.

23 9.5.2.3.3 Prior to the Permanent unit member's evaluation deadline, the unit  
24 member shall complete a Self-Evaluation Report describing the progress  
25 toward meeting established goals. Progress toward these goals shall be  
26 the primary basis for evaluating the unit member.

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9.5.2.3.4 For each year that the plan encompasses, the unit member and administrator will complete the Evaluation Report, incorporating the unit member's self-evaluation.

9.5.3 In the event of an unsatisfactory evaluation, the unit member will participate in the Peer Assistance and Review (PAR) program and be evaluated during the subsequent school year.

9.5.4 In the event that a unit member receives two (2) ratings of one (1) on the final evaluation, the unit member may either self-refer to PAR or be re-evaluated the subsequent year. (See Article 11.2.9)

Evaluation of Non-Classroom unit members who are not considered classroom teachers, including, but not limited to, Counselor, Teachers on Special Assignment, Librarians, Speech Therapists, and Psychologists, whose responsibilities cannot be evaluated appropriately under the provisions of sections 9.4 and 9.5, shall be evaluated as it reasonably relates to the fulfillment of their job responsibilities. (See Option III in Appendix H)

9.6.1 The District will provide each of these employees with a written job description in their evaluation year.

9.6.2 The District and the Association will develop and agree to all necessary forms. Option III is the only option available for these employees.

9.7 Specific Procedures

The District's right to determine evaluation procedures as provided in Article 2 is limited by the specific agreements set forth in this Article.

9.7.1 Any written evaluation to be placed in the unit member's file shall be shared with the unit member prior to placement in the file.

9.7.2 No written evaluation shall become a part of the unit member's file unless/until the member has had an opportunity to sign the evaluation.

1 9.7.3 No additions, changes or deletions shall be made on the completed evaluation  
2 after it has been signed by the unit member. Unit members shall have the right,  
3 within a reasonable period of time, to respond to any written evaluation by  
4 submitting the member's own statement in elaboration of facts or rebuttal of  
5 statements appearing in the evaluation to the Human Resources Department. A  
6 copy of the unit member's statement shall be provided to the evaluator and  
7 attached to the evaluation.

8 9.7.4 Unit members shall not be required to participate in the evaluation of any other  
9 unit member but may do so upon mutual agreement of the unit member being  
10 evaluated and the evaluator.

11 9.7.5 Newly employed unit members shall be given a copy of the District's evaluation  
12 forms and procedures.

13 9.7.6 Completed evaluation forms shall be placed in the personnel file of the unit  
14 member and kept in the District Office under the supervision of authorized  
15 personnel.

16 9.7.7 A copy of any written evaluation may be requested by the unit member and will  
17 be made available within a reasonable period of time.

18 9.7.8 The written forms for evaluation of unit members may be revised in consultation  
19 with the Association.

20 9.7.9 If the unit member is to be evaluated in terms of expected achievement of  
21 specific goals and objectives, the unit member is entitled to reasonable advance  
22 notice of such expectations.

23 9.7.10 Coaches, including but not limited to BTSA Support providers and PAR  
24 Consulting teachers, will not participate in the evaluation of employees.

## 25 9.8 Evaluation forms

26 Evaluation forms may be found in Appendix H.  
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**ARTICLE 10**  
**LEAVE PROVISIONS**

10.1 Personal Illness and Injury Leave (Sick Leave)

10.1.1 Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of personal illness or injury with the exception that psychologists shall receive eleven (11) days because of the work year provided in Article 6, Section 6.4.1. Unit members who work less than full time shall be entitled to a prorated portion of ten (10) days leave as related to a regular work year.

10.1.2 Unused sick leave as authorized in 10.1.1 above shall accumulate from year to year. For new employees, the initial notice of employment shall contain a statement informing members that accrued sick leave from any California public school district is transferable. The Notice of Employment form shall continue to inform each unit member of his/her annual sick leave allotment and his/her accrued sick leave.

10.1.3 Extended Sick Leave. After all accumulated leave as set forth in 10.1.1 above is exhausted, extended sick leave shall be available for a period, not to exceed five (5) school months, provided that the provisions of 10.1.4 below are met. The amount deducted for leave purposes from the unit member's salary shall be according to the District Substitute Salary rates. The five-month period shall begin after the last day of expiration of the accumulated sick leave. The amount deducted shall not exceed fifty percent (50%) of the unit member's contract salary rate.

10.1.3.1 If the unit member is medically able to return during or after the extended leave is exhausted, the unit member shall be returned to a position for which the unit member is credentialed and qualified. Every effort shall be made to return the unit member to the same position. If the unit member is not able to

1 return after the extended leave is exhausted, the unit member shall be placed  
2 on a reemployment list (24 months for probationary employees, 39 months for  
3 permanent employees) If the employee is medically able to return during the 24  
4 or 39 month period, the unit member shall be returned to employment for a  
5 position for which he/she is credentialed and qualified.

6  
7 10.1.4 The District may request a unit member to present a medical doctor's certificate  
8 verifying the personal illness or injury and/or a medical authorization to return to  
9 work after an absence of five (5) days. Should a specific occasion and good  
10 reason require a doctor's certification in absences of less than five (5) days, the  
11 District reserves the right to request such information.

12 10.1.5 Whenever possible, a unit member must contact the Human Resources  
13 Department as soon as the need to be absent is known, but in no event less than  
14 two (2) hours prior to the start of the work day in order to permit the employer  
15 time to secure a substitute, unless an emergency prevents compliance. Failure  
16 to provide adequate notice may be grounds for denial of leave with pay or for  
17 other disciplinary action.

18 10.1.6 In situations where a unit member is absent for less than a full day, he/she will  
19 have sick leave deducted based on the length of time a substitute is required for  
20 that day.

21 10.1.7 Unit members shall comply with the directions for the automated substitute  
22 service.

## 23 10.2 Personal Necessity Leave

24 10.2.1 Unit members are entitled to use up to 10 days of their annual accumulated  
25 sick leave during each school year for personal necessity as defined in 10.2.2.

26 10.2.2 Personal Necessity leave shall be limited to the following reasons:

27 10.2.2.1 Serious illness of a member of the unit member's immediate family.  
28

1 10.2.2.2 An accident involving the unit member's person or property, or the  
2 person or property of a unit member's immediate family.

3 10.2.2.3 Appearance in court.

4 10.2.2.4 Other personal necessities of a serious nature.

5 10.2.3 "No Tell Days". Unit members may use three personal necessity leave days at  
6 their own discretion during any contract year, subject to prior notification to the  
7 site administrator. Should a substitute not be available to replace a unit member,  
8 an alternate day may be selected when a substitute will be available. Before the  
9 utilization of personal necessity leave a unit member must obtain prior signature  
10 from the appropriate management person. "No Tell Days" may not be used on  
11 three consecutive days, immediately before or after holidays, immediately before  
12 or after school breaks, or on professional development days. Other leaves may  
13 not be used to extend time taken as "No Tell Days" unless verification is provided  
14 to support other leaves. 10.3 Special Leave

15 A bargaining unit member may request a special leave up to ten (10) days under  
16 the following circumstances:

17 10.3.1 The bargaining unit member must have been an employee in the District for at  
18 least seven (7) years.

19 10.3.2 The bargaining unit member may only request this leave once every seven (7)  
20 years even if the maximum number of days was not used in a previous special  
21 leave.

22 10.3.3 Prior approval by the site principal and a Human Resources administrator must  
23 be requested twenty (20) days in advance of the special leave. (See Appendix  
24 F)

25 10.3.4 The bargaining unit member pays for their substitute or may use any available  
26 "No tell" days and pay for the substitute on the days "No tell" is not used.

27 10.3.5 An access number is NOT required if "No tell" days are used.  
28



1 10.3.6 The total number of days used cannot exceed the total number of accumulated  
2 sick leave days.

3 10.3.7 Sick leave days will be deducted for each day of the special leave even when  
4 the bargaining unit member pays for the substitute.

#### 5 10.4 Parental Leave With Pay

6 10.4.1 Pregnancy Disability Leave. A unit member who is expecting a child and in  
7 the course of her pregnancy becomes unable to work according to the member's  
8 physician shall be entitled to a paid leave of absence for the period of her disability  
9 not to exceed two (2) weeks. This leave shall be in addition to any other leave  
10 entitlement provided to the unit member under the terms of this Agreement and  
11 shall not be deducted from the unit member's sick leave. In the event that a leave  
12 of absence specifically for pregnancy disability is enacted by the legislature, this  
13 provision shall be superseded by that legislation. Unit members are otherwise  
14 entitled to use sick leave as set forth in 10.1.1 and 10.1.2 for reasons caused or  
15 contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on  
16 the same terms and conditions governing leaves of absence from other illness or  
17 medical disability. Such leave shall not be used for child care, child rearing, or  
18 preparation for child bearing, but shall be limited to those disabilities as set forth  
19 above. The length of such disability leave, including the date on which the leave  
20 shall commence and the date on which the duties are to be resumed, shall be  
21 determined by the unit member and the unit member's physician.

22 10.4.2 Unit members are entitled to leave without pay for disabilities because of  
23 pregnancy, miscarriage, childbirth, or recovery therefrom when accumulated and  
24 extended sick leave has been exhausted. The date on which the employee shall  
25 resume duties shall be determined by the unit member on leave and the unit  
26 member's physician.

27 10.4.3 A unit member on leave for pregnancy reasons shall be entitled to return to a  
28 position comparable to that held at the time the leave commenced.

1 10.4.4 Parental Leave. A unit member with less than one (1) year in the district may  
2 utilize up to ten (10) days of parental leave, deducted from accumulated sick  
3 leave, will be granted upon request, to the non-birthing unit member at the birth  
4 of the child.

5 10.4.5 Adoption Leave. Any unit member with less than one (1) year in the district  
6 shall have the right to utilize personal necessity and sick leave for absence  
7 necessitated by child adoption. Such leave shall not exceed twenty (20) days.

8 10.4.6 Child Bonding Leave. Unit members may choose to take up to 12 school  
9 weeks for child bonding occasioned by the birth of the unit member's child, or  
10 placement of a child with the unit member in connection with the unit members'  
11 adoption or foster care of the child as provided by the California Family Rights  
12 Act (CFRA). Pursuant to Education Code Section 44977.5, unit members may  
13 choose to utilize any accumulated sick leave during the child bonding leave  
14 granted under this section. After sick leave had been exhausted, the unit member  
15 may use differential leave for the balance of the 12 school week bonding leave.

16 10.4.6.1 For mothers, the 12 week child bonding leave shall commence at the  
17 conclusion of any pregnancy disability leave.

18 10.4.6.2 For non-birthing parents, the 12 week child bonding leave shall  
19 commence on the first day of such leave and run concurrently with Family Care  
20 Leave described in section 10.6 below.

21 10.4.6.3 Pursuant to Education Code section 44977.5, if an employee  
22 exhausts his/her accumulated sick leave prior to expiration of the 12 week child  
23 bonding leave, s/he shall be entitled to extended sick leave differential pay as  
24 provided in section 10.1.3 above for the balance of the 12 week period.

25 10.4.6.4 Pursuant to the CFRA, child bonding leave must be completed within  
26 one year of the birth, adoption, or foster care placement of a child.  
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1                   10.4.6.5 The District must be provided with at least thirty (30) days prior notice  
2                   of intent to take child bonding leave, except in the case of emergency.

3                   10.5 Parental Leave Without Pay

4                   10.5.1 Leave without pay may be granted to a unit member for preparation for child  
5                   bearing and child rearing.

6                   10.5.2 The unit member shall make the request to the Assistant Superintendent for  
7                   Human Resources for such leave as soon as practicable. Such request shall be  
8                   in writing and shall include a statement as to the dates the employee wishes to  
9                   begin and end the leave without pay.

10                  10.5.3 The determination as to the date on which the leave shall begin and the  
11                  duration of such leave shall be made at the mutual agreement of the employee  
12                  and the Assistant Superintendent for Human Resources when considering the  
13                  scheduling and replacement problems of the District.

14                  10.5.4 The duration of such leave shall consist of no more than twelve (12)  
15                  consecutive months and shall automatically terminate on June 30 in the school  
16                  year in which such leave is granted. An extension of leave may be granted, not  
17                  to exceed an additional twelve (12) months.

18                  10.5.5 A unit member's employment status for child bearing or child rearing shall not  
19                  be affected by such leave. The unit member shall not advance on the salary  
20                  schedule steps while on parental leave. A unit member's time on parental leave  
21                  shall not count toward attaining permanent status.

22                  10.6 Family Leave

23                  The District shall comply with the California Family Rights Act and the Federal  
24                  Family and Medical Leave Act.

25                  10.7 Bereavement Leave

26                  10.7.1 A unit member shall be entitled to a maximum of three (3) days leave of  
27                  absence, without loss of salary on account of the death of any member of his/her  
28                  immediate family. Five (5) days of leave shall be granted if travel out-of state or

1 travel of more than 300 miles within the state is required. Such leave is in addition  
2 to sick leave provided under Section 10.1. An additional two (2) days of Personal  
3 Necessity Leave may be granted for bereavement purposes defined herein.

4 10.7.2 For purposes of this Article an immediate family member shall be limited to  
5 mother, father, grandmother, grandfather, or a grandchild of the employee or of  
6 the spouse or the domestic partner of the employee, and the spouse, domestic  
7 partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law or  
8 sister, sister-in-law, step-parent or step-children of the employee or any relative  
9 living in the immediate household of the employee.

10 10.7.3 Bereavement leave shall be granted upon receipt in the Human Resources  
11 Department of a statement of absence designating bereavement and duly  
12 requested by the employee and his/her administrator.

13 10.7.4 The Assistant Superintendent for Human Resources may, upon request, grant  
14 bereavement leave in special circumstances for the death of an individual not  
15 identified under Section 10.7.2.

16 10.7.5 Upon the approval of the Superintendent or designee, two (2) additional days  
17 may be granted upon written request when hardship is involved in travel or  
18 handling the affairs of an estate.

19 10.8 Industrial Accident Leave

20 10.8.1 Unit members will be entitled to industrial accident leave according to  
21 Education Code §44984 for personal injury, which has qualified for workers'  
22 compensation insurance.

23 10.8.2 The benefits in this paragraph are in addition to sick leave benefits.  
24 Accordingly, the employer shall not deduct accumulated sick leave from the sick  
25 leave allotment of a unit member who is absent as the result of an industrial  
26 accident or illness until the unit member has exhausted his/her right to industrial  
27 accident or illness leave.

28 10.8.3 Such leave shall not exceed sixty (60) days during which the schools of the

1 District are required to be in session or when the employees would otherwise  
2 have been performing work for the District in any one fiscal year for the same  
3 industrial accident.

#### 4 10.9 Legal Duty Leave

5 10.9.1 Unit members will be provided leave for regularly called jury duty and to appear  
6 as a witness in court, other than as a litigant, for reasons not brought about  
7 through the connivance or misconduct of the unit member.

8 10.9.2 If the unit member will receive pay for serving jury duty or making a court  
9 appearance, the unit member shall submit that payment to the District. However,  
10 the unit member shall retain any amount received as reimbursement for  
11 transportation and parking.

12 10.9.3 The unit member shall submit proof of jury duty service or court appearance to  
13 the Human Resources Department through his/her immediate supervisor.

#### 14 10.10 Sabbatical Leave

15 10.10.1 After completing seven (7) full school years of service in paid status, a unit  
16 member will be eligible to apply for sabbatical leave for the purpose of  
17 study/training related to professional development. In most cases, this  
18 study/training will occur at an accredited college or university. The sabbatical  
19 leave will not exceed a one year period. It may also be granted in separate six-  
20 month periods provided that such leave is commenced or completed within a  
21 three-year period.

22 10.10.2 Applicants for sabbatical leave must submit their request to the Human  
23 Resources Department on the appropriate form by no later than December 1st of  
24 the school year preceding the school year in which the leave is requested. Such  
25 applications shall be reviewed for recommendation by a seven-(7) member  
26 committee, including five (5) members appointed by the SMETA President, the  
27 Assistant Superintendent for Educational Services and the Superintendent or  
28 designee.

1 10.10.3 The Superintendent, subsequent to the committee's recommendation, shall  
2 make her/his recommendation to the Board of Trustees who shall grant or deny  
3 leave.

4 10.10.4 Unit members on sabbatical leave will receive one-half of the salary and one-  
5 half of the fringe benefits they would have been paid during the period of leave  
6 on the appropriate salary schedule placement which would have been granted  
7 had the unit member not been on leave. No other compensation and benefit will  
8 be granted to those on leave, except that the unit member will be entitled to return  
9 to a position comparable to that which was held at the time of granting of leave.  
10 Upon return the unit member will advance on the salary schedule as if the service  
11 were continuous.

12 10.10.5 The terms and conditions of the leave shall be agreed upon in writing, and  
13 shall include, but not be limited to the following provisions: (a) a stipulation to a  
14 post-leave service of not less than two (2) full years for a full year of leave, and  
15 one (1) full year for a one-half year leave; (b) the description of the sabbatical  
16 program; and (c) appropriate reporting procedures as may be designated by the  
17 Superintendent or designee. Should the unit members' approved sabbatical  
18 leave be interrupted by accident, illness, or death in the family, established by  
19 evidence, will not constitute a breach of the conditions of such leave, or prejudice  
20 the unit member's right to receive all benefits provided under this provision. If  
21 illness, injury or death, established by evidence, prevents the unit member from  
22 fulfilling his/her agreement to return to service in the District as per (a) above, no  
23 repayment of leave salary shall be required. Upon return from sabbatical leave,  
24 the unit member will be assigned to an appropriate position and insofar as  
25 possible, the employee's preferences will be considered in such assignment.  
26 Should the proposed assignment be made to a different position or school from  
27 which one-half year leave was taken, such assignment shall be in accordance  
28 with the transfer provisions of Article 7.

1 10.10.6 Sabbatical leave for bargaining unit members shall not exceed two percent  
2 of bargaining unit staff nor one percent of the bargaining unit salaries in any fiscal  
3 year.

4 10.10.7 The unit members who are granted sabbatical leave will be required to post  
5 a bond. The bond will guarantee a return to District service for not less than twice  
6 the period of the sabbatical leave and in case of failing to return, to repay the  
7 District sabbatical leave salary proportionate to the time for which service is not  
8 rendered.

9 10.11 Leave Without Pay - Part-time

10 10.11.1 Part-time leave-without-pay may be granted to a unit member if in the  
11 judgment of the site administrator and the Assistant Superintendent for Human  
12 Resources such leave has no negative impact on the school/department or the  
13 District.

14 10.11.2 The unit member shall make request for such leave to the Assistant  
15 Superintendent for Human Resources with the written recommendation of the site  
16 administrator by February 1 of the school year preceding the school year in which  
17 the unit member wants to take part-time leave.

18 10.11.3 Part-time employees will be expected to attend the following: parent  
19 conferences, Open House, and Back-to-School Night. Other responsibilities shall  
20 be mutually agreed upon by the unit member and the unit member's immediate  
21 supervisor.

22 10.11.4 Compensation and all benefits will be provided on a pro-rata basis.

23 10.12 Other Leaves Without Pay - Full-time

24 10.12.1 Upon recommendation of the Superintendent or designee and approval by  
25 the Board of Trustees, leave without compensation or salary increment, or  
26 seniority may be granted to a unit member with permanent status for a period of  
27 one school year. Such leaves may be granted for purposes such as service in the  
28 Peace Corps or in an elected public office, professional study or research,

1 overseas teaching assignment, or personal hardship. At the request of the unit  
2 member an extension of leave of absence may be granted for one additional year.

3 10.12.2 The application for granting of such leaves of absence must be in writing, and  
4 received by the Assistant Superintendent for Human Resources by February 1 of  
5 the school year preceding the school year in which the unit member wants to take  
6 the leave. This date requirement may be waived by the Assistant Superintendent  
7 for Human Resources in special circumstances. In addition, a unit member  
8 already on such leave shall notify the Human Resources Department by February  
9 1 of the school year in which he/she is on leave as to an intent to return to  
10 employment in the District. The Human Resources Department shall send a  
11 written reminder of the February 1 deadline to the unit member by January 15.  
12 Failure of the unit member to so notify may be considered an abandonment of  
13 position.

14 10.12.3 Unit members on leave of absence without pay shall remain eligible to  
15 participate in District health, dental and life insurance programs at their own  
16 expense.

### 17 10.13 Military Leave

18 The District will abide by all the laws enumerating the rights of unit members who  
19 are called to temporary duty as members of the reserve corps of the Armed Forces of the  
20 United States or of the National Guard or the Naval Militia.

### 21 10.14 Catastrophic Leave – Eligibility

22 Bargaining unit members may apply for and be eligible to receive catastrophic leave  
23 pursuant to the following conditions:

24 10.14.1 The unit member or a member of his/her immediate family (as defined in  
25 Section 10.7.2 of this Article) is suffering from an incapacitating illness or injury  
26 which is expected to continue for an extended period of time, as verified by the  
27 appropriate physician, and which prevents the unit member from performing  
28 his/her regularly assigned work. Verification shall set forth the diagnosis,



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prognosis and expected length of absence.

10.14.2 The time off work must create a financial hardship for the unit member because he/she has exhausted all accumulated sick leave and any other paid time.

10.14.3 Unit members will not be eligible to use catastrophic leave credits unless they have previously donated sick leave credits to the reserve. Previously donated as used in this paragraph means having donated sick leave credits during the period as defined in 10.15.3 below.

10.14.4 Eligibility for catastrophic leave credits shall run concurrently with sick leave with partial pay pursuant to Article 10.1.3, Extended Sick Leave, but in no event longer than twelve consecutive calendar months following the exhaustion of fully paid sick leave.

10.14.5 Catastrophic leave credits may be used only in full-day increments.

10.14.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than 30 duty days (days that the unit member is expected to be on duty.) Unit members may submit requests for extension of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum period of 12 consecutive months.

10.15 Procedure for Contributing Sick Leave Credit

10.15.1 Unit members may contribute not more than one sick leave day in any one fiscal year.

10.15.2 Contributions of sick leave credits are irrevocable and shall be for a full day only.

10.15.3 Only unit members who are current in their contribution to the Catastrophic Leave Bank are eligible to use it.

10.15.4 All unit members may opt to join the Catastrophic Leave Bank until June 30 of the year in which they become permanent employees by executing an enrollment form provided by the District. New employees will be given an

1 enrollment form by the District and will indicate their desire to enroll, to defer the  
2 decision, or to decline to enroll. However, employees who defer or decline  
3 enrollment may change their decision and opt to enroll at any time before the end  
4 of their first year of permanent employment by executing the enrollment form and  
5 contributing one day of sick leave. Any employee who fails to return the  
6 enrollment form by June 30 of their first year of permanent employment will be  
7 deemed to have declined enrollment until the next open or low-threshold  
8 enrollment period.

9 10.15.5 Low threshold enrollment – When the sick leave bank number falls below the  
10 threshold number, a low threshold enrollment will be held as determined by the  
11 Catastrophic Committee, where all unit members will be required to contribute an  
12 additional day to continue to participate. Sick leave credits may only be  
13 contributed during a low threshold open enrollment period specified by the Joint  
14 Association-District Catastrophic Leave Committee. Unit members who do not  
15 contribute during such open enrollment period may no longer participate in the  
16 Catastrophic Leave program and may not contribute or be eligible to use the bank  
17 until their participation has been initiated or restored by contributing during the  
18 next low threshold open enrollment period.

19 10.15.5.1 If a minimum of seventy-five (75) unit members fails to contribute sick  
20 leave credits to the leave bank in two consecutive open enrollments, the  
21 catastrophic leave provision in this article shall automatically be rescinded and  
22 any unused sick leave credits in the catastrophic leave reserve shall be  
23 returned, on a proportionate basis if need be, to those who donated credits and  
24 who did not use any catastrophic leave benefits.

#### 25 10.16 Joint Association-District Catastrophic-Leave Committee

26 10.16.1 A Joint Association-District Committee comprised of two representatives and  
27 an alternate of each party shall administer the provisions of this article.  
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1 10.16.2 The joint committee established by this section shall include the following  
2 duties:

3 10.16.2.1 Determine that the unit member is eligible for catastrophic-leave.  
4 Determine the number of days to be granted, if any, considering such factors as  
5 the anticipated duration of the illness, and previous use of sick leave and leave  
6 pursuant to this section.

7 10.16.2.3 Establish procedures for requesting and for donating catastrophic-  
8 leave credits. Any procedures established shall have the express approval of  
9 both parties. The committee shall act prudently to ensure that a sufficient  
10 number of days are in the catastrophic-leave bank to meet anticipated needs.

11 10.16.2.4 Approve and designate appropriate forms for donating and requesting  
12 catastrophic-leave credits.

13 10.16.2.5 Determine method of proration for sick-leave days returned to donor  
14 upon discontinuance of program.

15 10.16.2.6 Committee members shall be bound by appropriate rules of  
16 confidentiality.

17 10.16.3 The joint committee may request that an applicant for catastrophic-leave  
18 apply for STRS disability allowance in lieu of using the leave provided in this  
19 section.  
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21 10.17 Catastrophic Leave Miscellaneous

22 10.17.1 Unit members do not accrue sick leave while using catastrophic-leave credits.

23 10.17.2 Unit members receiving workers' compensation benefits for industrial  
24 illness/injury shall not be entitled to use catastrophic-leave credits provided in this  
25 section.

26 10.17.3 Approval or denial of catastrophic-leave requests by the joint committee shall  
27 be final, and not be subject to appeal or subject to the provisions of Article 3 -  
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Grievance Procedure of this Agreement.

10.17.4 District-paid health and welfare benefits shall end when extended disability leave (differential pay) provided in Section 10.1.2 of this article would have ended had catastrophic leave not been granted. Unit members using catastrophic-leave credits beyond the five months of disability leave may continue health and welfare benefit coverage by paying the appropriate premiums.

10.17.5 Catastrophic leave, if granted, shall not commence until all sick leave is exhausted, or ten days after illness commences, whichever is later.

10.17.6 Certificated management personnel may participate in Catastrophic Leave Bank under terms and conditions as specified in this Article.

10.18 Pandemic Sick Leave

10.18.1 Upon the expiration of SB114, "Employment COVID-19 Supplemental Sick Leave", the District will provide unit members who test positive for COVID 19, and must isolate with up to 10 (ten) days of paid sick leave that is not deducted from an employee's accumulated sick leave with proof of a positive test and/or a note from a health provider.

1 **ARTICLE 11**  
2 **TEACHER SUPPORT PROGRAM**

3 11.1 Teacher Support Program

4 The primary purpose of Peer Assistance and Review (PAR) is to provide support for  
5 the improvement of professional practice, retain promising teachers and build professional  
6 knowledge to improve student success. PAR is intended as a critical feedback mechanism  
7 that allows exemplary teachers to assist their peers in improving their subject matter  
8 knowledge or teaching strategies or both.

9 11.1.1 The San Mateo-Foster City School District and the San Mateo Elementary  
10 Teachers Association (SMETA) are committed to the goal of providing the highest  
11 quality education to all students. More than any other single factor, teachers  
12 influence what students learn and how well they learn. All teachers, must focus  
13 on continuous improvement in their professional practice. Therefore, both the  
14 District and the Association agree to cooperate in the design and implementation  
15 of a professional development program to improve the quality of instruction  
16 through expanded and improved professional development, peer assistance, and  
17 professional accountability.

18 11.1.2 Furthermore, this program enables the District to coordinate its employment  
19 policies and procedures with its activities for professional development, the  
20 California Teacher Induction and the Performance Based Evaluation System for  
21 certificated employees.

22 11.2 Definitions

23 11.2.1 "Teacher Support Program" is the term used to identify the umbrella for the  
24 Professional Development Program, which includes Induction and the Peer  
25 Assistance and Review Program (PAR). (See Appendix I)

26 11.2.2 "PAR" means the Peer Assistance and Review Program.

27 11.2.3 "PAR Panel" means the panel that serves as the governing body for the PAR  
28 program, and determines program guidelines that are consistent with this

1 agreement.

2 11.2.4 "Consulting Teacher" means a permanent teacher who provides assistance to  
3 a Participating Teacher pursuant to the PAR Program consistent with this  
4 agreement.

5 11.2.5 "Participating Teacher" is a teacher who may either be a voluntary participant  
6 or a referred teacher.

7 11.2.6 "Voluntary Participating Teacher" means a teacher who chooses to participate  
8 in the PAR Program and is seeking assistance and who is not in the Induction  
9 program.

10 11.2.7 "Referred Participating Teacher" means a teacher referred by the Principal to  
11 receive assistance as a result of an unsatisfactory final evaluation.

12 11.2.8 "Unsatisfactory Evaluation" means not meeting the California Standards for the  
13 Teaching Profession as defined in Article 9, section 9.2.12. Areas of need that  
14 do not constitute subject matter knowledge or teaching strategies shall not qualify  
15 a teacher to be referred to the PAR Program.

16 11.2.9 "Self-Referred Participating Teacher" means a teacher who receives one rating  
17 of one (1) on the final evaluation and who self-refers to PAR or chooses to be re-  
18 evaluated the following year. (See Article 9.5.4)

### 19 11.3 The PAR Panel

20 The PAR Panel serves as the governing body for the Peer Assistance and Review  
21 Program, and determines program guidelines and follows timelines that are consistent with  
22 the terms of the Collective Bargaining Agreement.

23 11.3.1 The PAR Panel consists of seven (7) members, the majority of which are four  
24 (4) teachers selected by the Association. District Administration shall have three  
25 (3) members selected by the Superintendent or designee. The Panel shall  
26 annually select a chairperson for the Panel. The Panel shall decide whether the  
27 chairperson should be from among teacher members or administrative members,  
28 or alternate the responsibility.

1 11.3.2 The PAR Panel will establish its meeting schedule. Meetings may take place  
2 during the regular workday, in which members of the Panel will be released from  
3 their regular duties. If, in carrying out their responsibilities as members of the  
4 Panel, teachers find it necessary to work beyond the regular workday or work  
5 year, they will be compensated for such additional work in accordance with this  
6 agreement. Minutes shall be kept for each meeting. Minutes shall be kept in the  
7 Education Services Department at the District Office.

8 11.4 Responsibilities of the PAR Panel

9 11.4.1 Establish Protocols for Consulting Teachers.

10 11.4.2 Select Consulting Teachers

11 11.4.3 Establish Protocols for Consulting Teachers.

12 11.4.4 Notify, in writing, all participants in the PAR Program (Referred Participating  
13 Teacher, Consulting Teacher and Site Administrator).

14 11.4.5 Adopt Rules and Procedures for the PAR Program.

15 11.4.6 Distribute, annually, copies of the Adopted Rules and Procedures to all  
16 bargaining unit members and administrators.

17 11.4.7 Establish the application procedure for Consulting Teachers.

18 11.4.8 Review documentation submitted by the Consulting Teachers.

19 11.4.9 Make recommendations to the Governing Board of Trustees regarding  
20 Referred Participating Teachers' progress in the PAR Program.

21 11.4.10 Conduct an annual evaluation of the impact of the PAR Program and make  
22 recommendations to improve the program which may include recommendations  
23 regarding the effectiveness of a consulting teacher.

24 11.4.11 Develop the format for the Consulting Teacher's Final Report.

25 11.4.12 Develop a timeline consistent with the Collective Bargaining Agreement.

26 11.4.13 Facilitate the match between Participating Teacher and Consulting Teacher.

27 11.4.14 Use forms that are mutually agreed upon by the District and Association.  
28

1 11.5 Annual Training

2 The PAR Panel is responsible for providing annual training for the TSP Panel  
3 members and for providing training for Consulting Teachers prior to participation in the  
4 Teacher Support Program.

5 11.5.1 Annual Training for the PAR Panel may include: Team Building, Oral  
6 Communication Skills, Adult Learning Theory, Due Process, Formative  
7 Assessment using the California Standards for the Teaching Profession,  
8 Observation Techniques, Documentation and Report Writing and review of the  
9 Collective Bargaining Agreement.

10 11.5.2 Annual Training for Consulting Teachers may include: Developmental Stages  
11 of Teachers, Characteristics of Consulting Teachers, Formal Case Study  
12 Presentations, Observation Techniques, Effective Communication Skills and  
13 Conferencing Strategies, Adult Learning Theory, Documentation and Report  
14 Writing, Developing a Supportive and Collegial Relationship, Mentoring and  
15 Coaching Skills, Formative Assessment using the California Standards for the  
16 Teaching Profession, Assessment Strategies, and Intervention Strategies.

17 11.5.3 Annual Training for Site Administrators may include: Formative Assessment  
18 using the California Standards for the Teaching Profession, Working with  
19 Consulting Teachers, and Incorporating Evaluation with PAR.

20 11.6 PAR Report to the Board of Trustees

21 In years when a referred teacher participates in PAR, the PAR Panel will make an  
22 annual written report to the Board of Trustees regarding the PAR Program's impact and  
23 any recommendations regarding Referred Participating Teachers. The report will include  
24 the names of the permanent teachers with unsatisfactory evaluations who, after sustained  
25 assistance, are unable to demonstrate satisfactory improvement.

26 11.7 Annual Evaluation of The PAR Program

27 The PAR Panel shall annually evaluate the impact of the Peer Assistance and  
28 Review Program in order to improve the program. The PAR Panel shall submit the



1 evaluation and any recommendations for improvement to SMETA and the Assistant  
2 Superintendent of Human Resources.

### 3 11.8 Consulting Teachers

4 A Consulting Teacher is a teacher with permanent status who provides assistance  
5 to Participating Teachers in the PAR Program and candidates in the California Teacher  
6 Induction Program. The position of Consulting Teacher shall be a full time assignment with  
7 no classroom responsibility during the Consulting Teacher's term. The PAR Panel may  
8 select an exemplary teacher to serve in lieu of Consulting Teachers.

#### 9 11.8.1 Application Process for Consulting Teachers

10 11.8.1.1 Application forms for the position of Consulting Teacher shall be  
11 available from the District and SMETA. The District and SMETA shall jointly  
12 notify all employees in the District that the PAR Panel is seeking applications  
13 for Consulting Teachers. Unit members shall submit an application form within  
14 the required timelines established by the PAR Panel for the application process.  
15 In addition to submitting a completed application form, each candidate is  
16 required to submit the following documents for consideration:

17 11.8.1.1.1 A reference from a site administrator or immediate supervisor

18 11.8.1.1.2 A reference from a colleague

19 11.8.1.2 Candidates meeting the qualifications will be selected by the Panel to  
20 participate in the interview process. The interview process will include the  
21 following:  
22

23 11.8.1.2.1 A classroom observation of the candidate by members of the  
24 PAR Panel. The classroom observation shall be scheduled at a time to  
25 allow the candidate the opportunity to demonstrate his/her use of effective  
26 communication skills, subject matter knowledge, and mastery of a range of  
27 teaching strategies necessary to meet the needs of students in different  
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1 contexts. If a classroom observation is not possible due to the summer  
2 recess, an observation of the candidate interacting with an adult in a  
3 prepared scenario will be used in lieu of the classroom observation.

4 11.8.1.2.2 An oral interview

5 11.8.1.2.3 A written activity

6 11.8.2 Qualifications for Consulting Teachers

7 11.8.2.1 A Consulting Teacher must be a permanent teacher and possess the  
8 following qualifications:

9 11.8.2.1.1 At least four (4) years of recent experience as a classroom  
10 teacher in the District

11 11.8.2.1.2 Demonstrated exemplary teaching ability

12 11.8.2.1.3 Extensive knowledge and mastery of subject matter, teaching  
13 strategies, instructional techniques, and classroom management strategies  
14 necessary to meet the needs of a diverse student population

15 11.8.2.1.4 Ability to effectively communicate orally and in writing

16 11.8.2.1.5 Ability to work with adults

17 11.8.2.1.6 Demonstration of strong interpersonal skills

18 11.8.2.1.7 Ability to work within established timelines

19 11.8.2.1.8 Understanding of the Collective Bargaining Agreement

20 11.8.2.1.9 Ability to work cooperatively and effectively with colleagues

21 11.8.2.2 Consulting teachers shall be selected by a majority vote of the PAR  
22 Panel after candidates have completed the application process. All applications  
23 and references shall be treated with strict confidentiality. Candidates who are  
24 not accepted as Consulting Teachers shall be notified in writing.

25 11.8.3 Number of Consulting Teachers

26 11.8.3.1 The number of Consulting Teachers will be determined by budgetary  
27 constraints and the number of teachers participating in PAR.  
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11.8.3.2 The Consulting Teacher caseload maximum is 25 participants.

11.8.3.3 Participants are weighted according to the ratio 2 to 1. Referred or Self-Referred participants are equal to two (2) Voluntary or Induction participants.

11.8.3.4 Participants are assigned in the following order: Referred, Self-Referred, then Voluntary and Induction candidates.

#### 11.8.4 Responsibilities of Consulting Teachers

Consulting Teachers shall provide assistance to teachers participating in the PAR Program, Referred, Self-Referred, Voluntary, and California Teacher Induction. The Consulting Teacher shall provide assistance to a Participating Teacher in improving instructional performance.

##### 11.8.4.1 Consulting Teacher's Responsibilities to Referred Participating Teacher:

11.8.4.1.1 Set and discuss improvement goals with the Participating Teacher

11.8.4.1.2 Collaborate in the development of an Assistance Plan which includes mutually agreed upon performance goals and a process for determining successful completion of the assistance plan

11.8.4.1.3 Conduct multiple observations of the Participating Teacher for the purpose of providing specific immediate feedback

11.8.4.1.4 Meet with the Referred Participating Teacher and the primary evaluator as defined in Article 9.2.5

11.8.4.1.5 Demonstrate exemplary practice to the Participating Teacher

11.8.4.1.6 Use District and other resources recommended by the Consulting Teacher to assist the Participating Teacher

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11.8.4.1.7 Monitor the progress of the Referred Participating Teacher maintain a written record, discuss the Participating Teacher’s progress with him/her and share all written reports with the Participating Teacher

11.8.4.1.8 Document all observations, visitation, and meetings with the Referred Participating Teacher

11.8.4.1.9 Make status reports to the TSP Panel.

11.8.4.1.10 The Consulting Teacher shall submit a final report to the PAR Panel. Prior to submitting the report to the Panel, the Consulting Teacher shall share the report with the Participating Teacher to obtain his/her signature.

11.8.4.2 Consulting Teacher’s Responsibilities to Self-referred and Voluntary Participating Teachers:

11.8.4.2.1 Set and discuss improvement goals with the Participating Teacher.

11.8.4.2.2 Conduct multiple observations of the Participating Teacher for the purpose of providing specific immediate feedback.

11.8.4.2.3 Demonstrate exemplary practice to the Participating Teacher.

11.8.4.2.4 Use District and other resources recommended by the Consulting Teacher to assist the Participating Teacher.

11.8.4.3 Consulting Teacher’s Responsibilities to the Induction Candidate:

11.8.4.3.1 Provide assistance and coach teachers in the first or second year of the Induction.

11.8.4.3.2 Maintain weekly contact with Induction Candidate.

11.8.4.3.3 Conduct formal observations for the purpose of providing immediate and specific feedback.

11.8.4.4 Term of Consulting Teachers

11.8.4.4.1 The term for a Consulting Teacher may be up to five (5) years.

1 11.8.4.4.2 Some initial terms may be shorter or longer to stagger positions.

2 11.8.4.4.3 A teacher may not be appointed to an administrative position in  
3 the District while serving as a Consulting Teacher.

4 11.8.4.4.4 A Consulting Teacher must return to the classroom for at least  
5 one year before reapplying to become a Consulting Teacher.

## 6 11.9 Teacher Participation in PAR

### 7 11.9.1 Voluntary Participating Teacher

8 A Voluntary Participating Teacher is a teacher with a clear credential who chooses  
9 to participate in the PAR Program because he/she would like to receive peer assistance in  
10 his or her area of subject matter/grade level knowledge or teaching strategies or both. The  
11 Consulting Teacher or PAR Panel designee will not play a role in the evaluation of the  
12 teaching performance of a Volunteer Teacher participant. The Consulting Teacher or PAR  
13 Panel designee will not maintain records of any assistance provided to the Volunteer  
14 Teacher participant. Participation in the PAR Program by the Voluntary Participating  
15 Teacher may be terminated at any time by the Voluntary Participating Teacher.

16 In the event that the Consulting Teacher does not have the subject matter expertise,  
17 or is not an appropriate match for the Participating Teacher, The Panel may designate an  
18 exemplary teacher to support this teacher. The designee will have the same criteria as the  
19 Consulting Teacher, but will be paid on an employment agreement at the hourly rate  
20 established in this agreement.

### 21 11.9.2 Referred Participating Teacher

22 A Referred Participating Teacher is a teacher referred by the Principal to receive  
23 assistance as a result of an unsatisfactory final evaluation. The specific criteria that  
24 determine an unsatisfactory evaluation shall be mutually agreed upon in the collective  
25 bargaining agreement. Areas of need that do not constitute subject matter knowledge or  
26 teaching strategies shall not qualify a teacher to be referred to the PAR Program.

27 Since the Referred Participating Teacher will be working closely with the Consulting  
28 Teacher for a period of time, it is important that the Referred Teacher feel comfortable with

1 the teacher providing assistance. The Referred Teacher may have input in selecting one  
2 or more Consulting Teachers to provide assistance.

3 It is essential that the due process rights of the Referred Teacher are protected at  
4 all times.

#### 5 11.10 Procedures for Providing PAR to a Referred Teacher

6 11.10.1 The Consulting Teacher's assistance and review shall focus on the specific  
7 areas recommended for improvement by the Referred Teacher's Principal, as  
8 reflected in the formal evaluation.

9 11.10.2 Performance goals shall be mutually agreed upon and in writing and aligned  
10 to the California Standards for the Teaching Profession.

11 11.10.3 The Consulting Teacher and the Principal shall work cooperatively to  
12 coordinate the assistance provided to the Referred Teacher. The Referred  
13 Teacher shall have the right to be present anytime the Consulting Teacher and  
14 the Principal meet regarding the Referred Teacher.

15 11.10.4 The Consulting Teacher and the Referred Teacher will meet to discuss and  
16 develop a plan for assistance, based on recommended areas of improvement  
17 outlined by the Principal. The assistance plan will define the types of assistance  
18 to be provided by the Consulting Teacher.

19 11.10.5 By December 1 of each year or after at least ten (10) weeks of assistance,  
20 the Consulting Teacher will complete a written report regarding the teacher's  
21 participation in the PAR Program. The report shall consist of a description of the  
22 assistance provided to the Referred Teacher and a description of the  
23 results/impact of the assistance in the targeted areas.

24 This report shall be called the interim PAR Report and shall be submitted to the PAR  
25 Panel for review with a copy also submitted to the Referred Teacher and the primary  
26 evaluator.

27 11.10.6 Before April 1 of each year or after at least twenty (20) weeks of assistance,  
28 the Consulting Teacher shall prepare a final report for the PAR Panel to review

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with a copy also submitted to the Referred Teacher and the Principal.

11.10.7 The results of the teacher’s participation in the PAR Program shall be made available as part of the Referred Teacher’s annual evaluation. The evaluating Principal shall have the discretion as to whether, and how to use the results in the formal evaluation. The Consulting Teacher’s report shall be made available to the District for placement in the Referred Teacher’s personnel file if referenced by the Principal in the formal evaluation.

11.10.8 The Referred Teacher will continue participating in the PAR Program until the PAR Panel determines the teacher no longer benefits from participation in PAR, or the teacher receives a satisfactory evaluation, or the teacher is separated from the District. The District has the sole authority to determine whether the Referred Teacher has been able to demonstrate satisfactory improvement.

11.11 Protections from Liability

The District agrees to indemnify and hold harmless the Association, any Association members on the PAR Panel, and Consulting Teachers from liability arising from their participation in the PAR Program, as provided in the Education Code Section 44503, and Government Code § 820.2. Functions performed pursuant to this program by bargaining unit employees shall not constitute either management or supervisory function. The Consulting Teacher shall be entitled to all rights of bargaining unit members.

1 **ARTICLE 12**  
2 **SAFETY CONDITIONS OF EMPLOYMENT**

3 12.1 The District will make every reasonable effort to provide a safe and healthy  
4 environment for unit members. The District, SMETA, and unit members  
5 recognize their obligations and/or rights under Federal, state and local laws with  
6 respect to safety and health matters. A copy of these laws shall be posted at  
7 each site. Unit members may report any hazard that may cause serious illness  
8 or injury to employees by completing the District Incident Report for Non-Students  
9 and submitting the form to their Principal and Human Resources Department.  
10 The Department will acknowledge receipt of the report within five (5) work days.  
11 The Department will provide the member with a progress report within fifteen (15)  
12 work days of the receipt of the initial report.

13 12.1.1 The District will work in collaboration with other local agencies and  
14 consult established school activity guidelines regarding air quality conditions to  
15 make decisions affecting the health of students and staff. The District will make  
16 every reasonable effort to monitor employee and student exposure to unhealthy  
17 air by taking appropriate actions such as adjusting ventilation, cancelling outdoor  
18 activities or cancelling school in extreme circumstances. The District will take  
19 appropriate actions such as adjusting ventilation, cancelling outdoor activities or  
20 cancelling school in extreme circumstances.

21 12.1.2 The District will make every reasonable effort to maintain classroom  
22 temperature levels as recommended by OSHA. If a classroom falls below 60  
23 degrees or over 80 degrees Fahrenheit, the District will work with the school to  
24 bring the temperature back to the acceptable range.

25 12.2 Power Outage

26 12.2.1 In the event of a power outage at a school site that is not resolved by 5:00  
27 a.m. the affected site will be closed for the day.

28 12.2.2 In the event of a power outage during school hours, the District will deploy



1 portable generators and walkie talkies, as needed, to the affected site. Parents  
2 will be notified to pick up their student(s) if the health and safety of students and  
3 staff are at risk due to the power outage after the Superintendent or designee and  
4 SMETA President or designee discuss the specific situation. Health and safety  
5 risks including but not limited to inadequate bathroom lighting, non-functioning  
6 bathroom sinks and/or toilets and lack of heat on days with temperature below 65  
7 degrees, that are unresolved after 2 hours may necessitate a site closure. The  
8 site administrator shall assess the situation and that information will be discussed  
9 by the Superintendent or designee and SMETA President or designee.

### 10 12.3 Maintenance

11 By October 1, the bargaining unit members will receive, in writing, the procedure  
12 that should be used at their work site to report maintenance problems. The procedure will  
13 include the process for reporting, checking on status of request, schedule of preventative  
14 maintenance van visits and the District Indoor Air Quality reporting procedures. The site  
15 administrator shall provide, upon written request of a bargaining unit member, any written  
16 documentation regarding air filter maintenance of the HVAC unit. Such documentation  
17 shall be provided no later than ten (10) workdays following receipt of the request. Upon  
18 receipt of the procedures and documentation, the site representative will send them to the  
19 Association office.

### 20 12.3 Work Space

21 Each unit member is entitled to an appropriate workspace. Each unit member who  
22 travels from site to site shall be assigned a workspace. The workspace must have the  
23 facilities and space appropriate to the function and requirements of the position. The site  
24 administrator shall have the primary responsibility for providing these facilities and for  
25 working with unit members to resolve issues related to workspace. A unit member who is  
26 not able to resolve workspace issues in a satisfactory manner with the site administrator  
27 has the right to meet with the Assistant Superintendent for Human Resources to resolve  
28 workspace issues.

1 12.3.1 After School Programs. When identifying classroom space for use in  
2 afterschool programs operated by outsider service providers, Site  
3 administrators will seek volunteer classroom teachers willing to share their  
4 classrooms with the program and/or utilize empty classrooms. In the event  
5 an occupied classroom must be used, an equitable rotation will be  
6 implemented.

7  
8 **12.4 Student Discipline Policies**

9 12.4.1 The staff at each worksite shall discuss the student discipline policy in a late  
10 spring staff meeting held no later than May 30. The staff at each worksite shall  
11 also discuss the student discipline policy again at the first or second staff meeting  
12 in the fall.

13 12.4.2 The school site administration shall publish and distribute a copy of the site's  
14 student discipline policy to the staff.

15 12.4.2.1 The School Site Administration shall publish and distribute a general  
16 plan of trauma informed practices for each school community to support a  
17 safe and positive learning environment which will be reviewed annually in  
18 May.

19 12.4.2.2 Within the first month of each work year, the School Site  
20 Administration shall publish and distribute a site specific written protocol that  
21 shall be followed if there is an incident involving a student with escalated  
22 behaviors on campus.

23 12.4.2.3 Within the first month of each work year the School Site  
24 Administration shall publish and distribute a site specific written protocol that  
25 will be followed in the event of an incident involving a student with escalated  
26 behaviors that necessitates a campus restriction. The protocol will include  
27 procedures for site administrators, designees, and certificated staff assigned  
28 to the students.

1 12.4.3 At the beginning of each work year, the District shall publish and distribute to  
2 all staff a copy of “Responsibilities and Rights” or similar document describing the  
3 District’s student discipline policies.

4 12.4.4 The employer shall notify unit members, in accordance with Education Code  
5 §49079, of any pupil who has engaged in or is reasonably suspected to have  
6 engaged in any of the suspendable or expellable acts.

7 12.4.5 Disruptive Actions by Students Unit members may send to the appropriate  
8 administrator those students whose actions are disruptive to his/her classroom  
9 instructional program. Should the student refuse to comply, the administrator  
10 shall be so notified and appropriate action shall be taken to remove the student  
11 from the immediate environment.

12 12.4.6 Student Suspension

13 12.4.6.1 A teacher may suspend any student from the teacher’s class for any of  
14 the acts enumerated in Education Code Section 48900 and 48910 for the day of  
15 the suspension and the day following. The teacher shall report the suspension  
16 to the responsible administrator for appropriate action. As soon as possible, the  
17 student’s parent/guardian will be asked to attend a conference with the teacher  
18 and an administrator regarding the suspension. The student shall not be returned  
19 to the class from which the student was suspended, during the period of the  
20 suspension, without the concurrence of the class’ teacher and the administrator.

21 12.4.6.2 The district administration shall inform unit members of any student who has  
22 caused or attempted to cause injury to another person, based on any written  
23 records that the District maintains or receives from a law enforcement agency or  
24 another district regarding a student described in Education Code Section 49079.  
25 Any information received by a unit member pursuant to this provision shall be  
26 received in confidence for the limited purpose for which it was provided and shall  
27 not be further disseminated by the unit member.

28 12.4.7 Assault, Battery, Harassment or Threat Against a Unit member by Students

1 Unit members will immediately report cases of verbal/non-verbal threats of  
2 violence and/or physical assault and/or harassment suffered by them in  
3 connection with their employment. This report will be submitted to their  
4 immediate supervisor who will immediately report the incident to the police or  
5 other appropriate authority.

6 12.4.7.1 The administrator will provide the Superintendent and unit member  
7 with written notice of the reported assault, harassment or threat of violence. The  
8 superintendent will transmit the report to the Board. The Board and the  
9 superintendent will comply with any request from the unit member for information  
10 in their possession related to the incident and persons involved, and will otherwise  
11 cooperate with the unit member in the event of a civil or criminal proceeding.

12 12.4.7.2 Unit members will not forfeit any sick leave or personal leave when absence  
13 arises out of or from an assault or injury while acting in the discharge of their  
14 duties.

15 12.4.7.2.1 A unit member who is the victim of an assault, battery, harassment or  
16 threat of physical violence during the work day and who so requests, shall be  
17 immediately granted the remainder of the day of the assault, battery, harassment  
18 or threat of physical violence released from duty. These release days shall not  
19 be charged against any of the unit member's accrued or accumulated leave.

20 12.4.7.3 Students involved in a physical assault, battery, harassment or verbal/non-  
21 verbal threat of physical violence, against a unit member, shall not be returned to  
22 the unit member's class(es) until a meeting between the unit member and an  
23 administrator is held, and the consequences for the student(s) for the misconduct  
24 have been determined.

25 12.4.7.4 The District shall reimburse a unit member for damage or theft of personal  
26 property when said damage or theft results from assault, battery or physical threat  
27 of violence occurring during the work day. Damage or theft of property under  
28 these circumstances does not include damage to or theft of automobiles. The

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damage or theft of personal property shall be documented by the unit member and reimbursement shall not exceed \$300.00.

12.5 Student Health Care

Student health care and administration of medications to students shall be coordinated by the District Nurse in accordance with applicable state law. Unit members shall not be required to administer medication to students. Volunteers, with annual written mutual consent, may administer medications to students and will be provided appropriate annual training. District nurses, whose job duties and responsibilities require such services, shall receive appropriate training prior to delivering services.

12.6 Toileting

Unit members, with the exception of special day class teachers, shall not be required to assist students with diapering and toileting issues. All unit members who assist with toileting needs will be trained by District personnel.

12.7 The District shall provide de-escalation training during the contracted work day for all unit members who interact with students who may require de-escalation strategies. The District will endeavor to provide the training prior to placement.

12.7.1 The District shall provide SMETA with a list of members who have received staff training, dates of training, and the materials used for training when requested.

**ARTICLE 13**  
**TEMPORARY TEACHERS**

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Temporary teachers shall be entitled to those rights enumerated in the Education Code including, but not limited to, §44916-44921, §44954, that pertain to temporary teachers including reemployment. Such unit members shall be entitled to all fringe benefits provided for in this Agreement and shall be paid in the same manner and the same amount as probationary and permanent unit members. The District will provide SMETA, upon request, a list of temporary teachers and categorically funded teachers with the date of their initial hiring. The District will attempt to notify temporary teachers of their reemployment prior to May 15.

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**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

14.1 Definitions

14.1.1 "Grievance" means a formal written allegation by a unit member or members, or the Association who have been adversely affected by a violation, misinterpretation or misapplication of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in the rules and regulations or administrative regulations and procedures must be undertaken under separate legal processes.

14.1.2 "Day" means a day in which the central administrative office of the District is open for business.

14.1.3 "Immediate Supervisor" means the lowest level administrator having immediate jurisdiction over the Grievant who has been designated by the District to adjust grievances.

14.1.4 "Grievant" means any unit member or members including the Association or representatives thereof covered by the terms of this Agreement who make a grievance claim.

14.1.5 "Party in Interest" means any unit member or management person who might be required to take action or against whom action might be taken in order to resolve a grievance.

14.1.6 "Conferee" may be a fellow unit member, Association representative, or member of management.

14.1.7 "Designee" means any management person or representative assigned by the Assistant Superintendent for Human Resources or the Superintendent to represent the District in the grievance procedure.

14.2 Informal Level (Immediate Supervisor)

14.2.1 The Grievant must attempt to resolve the grievance by having at least one conference with the Immediate Supervisor, and notify said supervisor that the

1 conference is specifically to resolve the grievance before a formal level grievance  
2 is filed.

3 14.2.2 The request for the first conference must occur within fifteen (15) days after  
4 the Grievant knew, or by reasonable diligence would have known, of the condition  
5 upon which the grievance is based.

6 14.2.3 Upon request for a conference, the Immediate Supervisor shall schedule the  
7 conference within six (6) days from the date of request.

8 14.2.4 The Immediate Supervisor shall within six (6) days of the conference give  
9 his/her decision for resolution to the Grievant.

10 14.2.5 If the conference is not held or the decision not rendered within the prescribed  
11 time limits, or if the Grievant is not satisfied, the Grievant may proceed to Formal  
12 Level I.

13 14.3 Formal Level I (Immediate Supervisor)

14 14.3.1 If the Grievant is not satisfied with the disposition of the informal grievance, the  
15 Grievant may file his/her grievance at Formal Level I within fifteen (15) days after  
16 receipt of the disposition on the informal level, or within fifteen (15) days after the  
17 disposition at the informal level should have been given.

18 14.3.2 The Grievant must present his/her Level I grievance in writing to the Immediate  
19 Supervisor on the appropriate District form. The written statement shall include:  
20 a clear concise statement of the grievance; the Article and the specific Sections(s)  
21 of the contract claimed to have been violated, misinterpreted or misapplied; the  
22 circumstances and persons involved; the decision rendered at the informal level;  
23 and the specific remedy sought.

24 14.3.3 Either party may request a conference within five (5) days of receipt of the  
25 Level I grievance and either may be accompanied by a Conferee or Designee.  
26 The date and time of the conference will be mutually agreed upon by the Grievant  
27 and the District.

28 14.3.4 The Immediate Supervisor shall communicate his/her decision in writing to the



1 Grievant within fifteen (15) days after the grievance conference. If no conference  
2 is held, the Immediate Supervisor shall communicate his/her decision in writing  
3 to the Grievant within twenty (20) days after receiving the grievance. If the  
4 Immediate Supervisor does not respond within the time limits, or if the Grievant  
5 is not satisfied with the decision within the time limits, the Grievant may appeal to  
6 Formal Level II.

7 14.4 Formal Level II (Superintendent or Assistant Superintendent for Human  
8 Resources)

9 14.4.1 If the Grievant is not satisfied with the disposition of the grievance at Formal  
10 Level I, or if the Immediate Supervisor does not respond within the time limit, the  
11 Grievant may appeal to Formal Level II within fifteen (15) days after receipt of the  
12 disposition on Formal Level I, or within fifteen (15) days after the decision at  
13 Formal Level I should have been given.

14 14.4.2 The Grievant must present his/her Level II grievance in writing to the Assistant  
15 Superintendent for Human Resources on the appropriate District form. This  
16 statement must include a copy of the original Formal Level I Grievance, the  
17 decision rendered, the name of the Conferee(s), if any, and a clear and concise  
18 statement of the reasons for the appeal.

19 14.4.3 Either party may request a conference within five (5) days of receipt of the  
20 Formal Level II grievance and either may be accompanied by a Conferee or  
21 Designee. The date and time of the conference will be mutually agreed upon by  
22 the Grievant and the District. The Superintendent or Assistant Superintendent of  
23 Human Resources shall communicate the decision in writing to the Grievant  
24 within fifteen (15) days after the grievance conference. If no conference is held,  
25 the Assistant Superintendent shall communicate his/her decision in writing to the  
26 Grievant within twenty (20) days after receiving the grievance. If the  
27 Superintendent or Assistant Superintendent of Human Resources does not  
28 respond within the time limits, or if the Grievant is not satisfied with the decision

1 of Level II, the Grievant may appeal to Formal Level III.

2 14.5 Formal Level III (Board of Trustees)

3 14.5.1 If the Grievant is not satisfied with the disposition of the grievance at Formal  
4 Level II, or if no written decision has been rendered within fifteen (15) days after  
5 the Grievant's conference, if any, with the Superintendent or Assistant  
6 Superintendent for Human Resources, the Grievant may appeal the grievance to  
7 Formal Level III within fifteen (15) days after a decision after receipt of the  
8 disposition on Formal Level II, or within fifteen (15) days after the decision at  
9 Formal Level II should have been given.

10 14.5.2 The Grievant must present his/her Level III grievance in writing to the Secretary  
11 of the Board of Trustees (Superintendent). This statement must include: a copy  
12 of the original Formal Level II Grievance; copies of all previous grievance  
13 statements; the decisions rendered at each level; the names of the Conferees, if  
14 any; and a clear and concise statement of reasons for requesting the appeal at  
15 Level III.

16 14.5.3 A conference date will be set within five (5) days of receipt of the Level III  
17 grievance. Either party may be accompanied by a Conferee or Designee. The  
18 date and time of the conference will be mutually agreed upon by the Grievant and  
19 the District. The Board shall communicate its decision in writing to the Grievant  
20 within twenty (20) days after the grievance conference. If the Board does not  
21 respond within the time limit, or if the Grievant is not satisfied with the decision at  
22 Level III, the Grievant may appeal to Formal Level IV.

23 14.6 Formal Level IV (Facilitation Process)

24 14.6.1 If the Grievant is not satisfied with the disposition of his/her grievance at Formal  
25 Level III (Board), or if no written decision has been rendered within twenty (20)  
26 days after the Association conference with the Board, the Grievant may appeal  
27 to Formal Level IV Facilitation Process. The appeal must be submitted in writing  
28 to the Superintendent and Assistant Superintendent for Human Resources within

1 fifteen (15) days after a decision by the Board, or within fifteen (15) days after the  
2 decision should have been made.

3 14.6.2 The District's representatives and the Association's representatives shall meet  
4 to select a mutually agreed upon neutral facilitator to attempt to resolve the  
5 grievance.

6 14.6.3 The Facilitation Process shall be limited to no more than ten (10) hours of  
7 meeting time with the facilitator, unless the parties mutually agree to extend the  
8 time.

9 14.6.4 All costs for the services of the facilitator, including but not limited to, per diem  
10 expenses, travel and subsistence expenses, and the cost of a hearing room will  
11 be shared equally by the District and the Association. All other costs will be borne  
12 by the party incurring them.

13 The Superintendent shall communicate the resolution in writing to the Grievant and  
14 the Association within ten (10) days after the Facilitation Process.

#### 15 14.7 Level V (Binding Arbitration)

16 14.7.1 If the Facilitation Process fails to resolve the grievance to the satisfaction of  
17 the Grievant, the Association may move to Formal Level V- Binding Arbitration.

18 14.7.2 Within fifteen (15) days after the receipt of the Facilitation Process written  
19 resolution from the Superintendent, or if the Superintendent does not respond  
20 within ten (10) days after the completion of the Facilitation Process, the  
21 Association shall notify the District of its intent to arbitrate the grievance and its  
22 request for an arbitration hearing.

23 14.7.3 The request shall be accompanied by copies of all previous grievance  
24 statements, the decisions rendered at each level, the names of the Conferees, if  
25 any, and a clear concise statement of the reasons for requesting a hearing.

26 14.7.4 The Association and the District shall attempt to agree upon an arbitrator. If  
27 no agreement can be reached, they shall request the State Mediation/Conciliation  
28 Service to supply a list of five (5) names of persons experienced in hearing

1 grievances in public schools. Each party, beginning with the Association, shall  
2 alternately strike one name until the name of only arbitrator remains.

3 14.7.5 The arbitrator shall, hold a hearing to hear evidence within thirty (30) days of  
4 his/her appointment. The arbitrator shall render a decision on the issue or issues  
5 that were submitted to arbitration within thirty (30) days of the completion of the  
6 hearing. The decision of the arbitrator shall be binding on the parties. If the  
7 parties cannot agree upon a submission agreement, the parties will have twenty  
8 (20) days to make their written submissions to the arbitrator. 14.7.6 The arbitrator  
9 shall consider the submissions and determine the issues by referring to the  
10 written grievance and the answers thereto at each step.

11 The arbitrator will have no authority to add to, subtract from or modify the terms of this  
12 Agreement or the written policies, rules, regulations and procedures of the District  
13 or to render any decision or make an adjustment which is contrary to law.

14 14.7.7 All costs for the services of the arbitrator, including but not limited to, per diem  
15 expenses, travel and subsistence expenses and the cost of any hearing room,  
16 court reporter and transcript costs will be borne equally by the parties to the  
17 grievance. The parties shall pay their own costs for representation. The District  
18 will pay the cost of the substitute(s) for the Grievant(s) to attend the hearing, if  
19 any are needed.

20 14.8 Miscellaneous Provisions

21 14.8.1 The number of days indicated at each level should be considered a maximum  
22 and every effort should be made to expedite the process.

23 14.8.2 Time allowances set forth in this procedure may be extended by written mutual  
24 consent of the Grievant and the District.

25 14.8.3 Forms for filing grievances will be prepared by the District and included in  
26 Appendix J.

27 14.8.4 No reprisals shall be taken by or against any participant in the grievance  
28 procedure by reason of such participation.

1 14.8.5 In the event a grievance is filed at such time that it cannot be processed  
2 through all the steps in this grievance procedure by the end of the school year, it  
3 is understood that the process will continue into the summer months so as to  
4 resolve all grievances prior to the opening of the next school year.

5 14.8.6 If the grievance arises from action or inaction on the part of a member of the  
6 administration at a level above the principal or immediate supervisor, the Grievant  
7 may commence such grievance at Formal Level II (Superintendent or Assistant  
8 Superintendent for Human Resources).

9 14.8.7 Decisions rendered at Levels I, II and III of the grievance procedure will be in  
10 writing setting forth the decision and reasons therefore and will be transmitted  
11 promptly to all parties in interest and to the President of the Association.

12 14.8.8 When it is necessary for a representative designated by the Association to  
13 attend a grievance hearing during the day, he/she will, upon notice to the  
14 immediate supervisor by the President of the Association, be released without  
15 loss of pay, as provided in Article 4.4, in order to permit participation in the  
16 foregoing activities. Any unit member who is requested to appear in such  
17 hearings as a witness will be accorded the same right.

18 14.8.9 The District shall make space available for grievance conferences, facilitation  
19 and/or hearings.

20 14.8.10 All documents, communications and records dealing with the processing of a  
21 grievance will be filed in a separate grievance file and will not be kept in the  
22 personnel file of any of the participants. Access to these files shall be limited to  
23 those specified in Article 3.7.

24 14.8.11 Unit members working on a year-round school calendar shall be granted  
25 grievance timeline extensions as requested by the unit member in order to obtain  
26 Association assistance.

27 14.9 Employee Complaint Procedure

28 Unit members having a complaint that may not be a grievable alleged contract

1 violation may utilize the complaint procedures in Board Policy/Administrative Regulation  
2 4144.

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**ARTICLE 15**  
**COMPLETION OF MEET AND NEGOTIATION**

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through good faith negotiations. Therefore, during the term of this Agreement, the Association and the District expressly waive and relinquish the right to meet and negotiate and agree that the parties shall not be obligated to meet and negotiate with respect to any subject or matter whether or not referred to or covered in this Agreement, except for reopened negotiations as specified in Article 19 of this Agreement.

**ARTICLE 16**  
**CONCERTED ACTIVITIES**

It is agreed and understood that there will be no strike, work stoppage, slow-down, concerted refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.

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**ARTICLE 17**  
**EFFECT OF AGREEMENT**

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3       It is understood and agreed that this agreement shall supersede any rules,  
4 regulations, or practices of the District, contrary to, or inconsistent with its terms and State  
5 laws to the extent permitted by State law. In the absence of specific provisions in this  
6 Agreement, practices and procedures which are not in conflict with this Agreement are  
7 subject to change by the District. Any individual contract between the District and an  
8 individual member of the Association, as defined in Article 1, shall be subject to and  
9 consistent with the terms of this agreement.

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**ARTICLE 18**  
**SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

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**ARTICLE 19**  
**TERM**

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3 This agreement shall remain in full force and effect from July 1, 2022 through June  
4 30, 2025.

5 Reopeners for 2023-2024 will be limited to one article for each party excluding salary  
6 and benefits.

7 Reopeners for 2024-2025 will be limited to salary and benefits and one additional  
8 article for each party.

9 The parties agree to commence negotiations no later than March 1, 2025, for the  
10 successor agreement. Negotiations may proceed on another date during 2024-  
11 2025 with mutual agreement.

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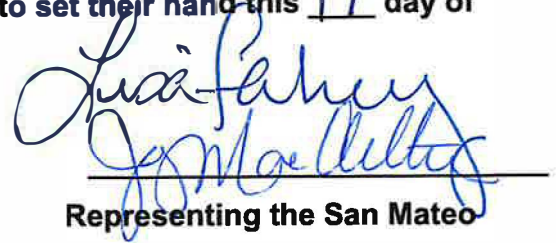
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IN WITNESS WHEREOF, the parties hereunto set their hand this 17<sup>th</sup> day of

June



**Representing the San Mateo  
Foster City School District**



**Representing the San Mateo  
Elementary Teacher Association**

**CERTIFICATED SALARY**  
**Teachers, Librarians, Nurses, Counselors**  
**SCHEDULE 2022 - 2023 (186 days)**  
**3% Increase Effective 7/1/2022**

**APPENDIX A**

<b>RANGE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
	<b>BA 44 or less</b>	<b>BA + 45</b>	<b>BA + 60</b>	<b>BA + 75</b>
<b>STEP</b>				
<b>1</b>	63,409	63,623	64,251	65,084
<b>2</b>	65,178	66,524	67,444	68,601
<b>3</b>	67,666	69,424	70,634	72,114
<b>4</b>	70,210	72,328	73,825	75,630
<b>5</b>	72,755	75,228	77,018	79,144
<b>6</b>	75,296	78,130	80,208	82,662
<b>7</b>	77,839	81,035	83,398	86,177
<b>8</b>	80,382	83,938	86,590	89,692
<b>9</b>	82,926	86,837	89,780	93,207
<b>10</b>	85,470	89,741	93,771	96,721
<b>11</b>	88,013	92,644	96,902	100,237
<b>12</b>	90,555	95,545	100,094	103,753
<b>13</b>	90,555	95,545	100,094	107,269
<b>14</b>	90,555	95,545	100,094	108,273
<b>15</b>	90,555	95,545	100,094	109,276
<b>16</b>	90,555	95,545	100,094	110,276
<b>17</b>	90,555	95,545	100,094	111,282
<b>18</b>	90,555	95,545	100,094	112,286
<b>19</b>	90,555	95,545	100,094	113,290
<b>20</b>	90,555	95,545	100,094	114,293
<b>21</b>	90,555	95,545	100,094	115,297
<b>22+</b>	90,555	95,545	100,094	119,247
<b><u>ADDITIONAL STIPENDS</u></b>				
MASTERS = \$1,500				
DOCTORATE = \$1,500				
RSP/SDC = \$2,500				
NAT'L BOARD CERTIFICATION = \$2,500				
ASHA CERTIFICATION (Speech/Language Pathologist) = \$2,500				
TEACHER IN CHARGE = \$1,000				
TK CERTIFIED TEACHERS ASSIGNED TO TRANSITIONAL KINDERGARTEN PROGRAMS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS ASSIGNED TO IMMERSION SCHOOLS/PROGRAMS = \$2,500				
TITLE I SCHOOL = \$2,500				
MONTESSORI CERTIFIED TEACHERS ASSIGNED TO MONTESSORI SCHOOLS/PROGRAMS = \$2,500				
OVERNIGHT = \$250 per night				

**CERTIFICATED SALARY**  
**Teachers, Librarians, Nurses, Counselors**  
**SCHEDULE 2023 - 2024 (186 days)**  
**3% Increase Effective 7/1/2023**

**APPENDIX A**

<b>RANGE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
	<b>BA 44 or less</b>	<b>BA + 45</b>	<b>BA + 60</b>	<b>BA + 75</b>
<b>STEP</b>				
<b>1</b>	65,311	65,532	66,179	67,036
<b>2</b>	67,133	68,519	69,468	70,659
<b>3</b>	69,696	71,507	72,753	74,278
<b>4</b>	72,316	74,497	76,040	77,899
<b>5</b>	74,937	77,485	79,329	81,519
<b>6</b>	77,555	80,474	82,615	85,141
<b>7</b>	80,175	83,466	85,900	88,763
<b>8</b>	82,794	86,456	89,188	92,382
<b>9</b>	85,413	89,442	92,473	96,004
<b>10</b>	88,034	92,433	96,584	99,623
<b>11</b>	90,654	95,423	99,809	103,244
<b>12</b>	93,272	98,411	103,096	106,865
<b>13</b>	93,272	98,411	103,096	110,487
<b>14</b>	93,272	98,411	103,096	111,521
<b>15</b>	93,272	98,411	103,096	112,555
<b>16</b>	93,272	98,411	103,096	113,585
<b>17</b>	93,272	98,411	103,096	114,620
<b>18</b>	93,272	98,411	103,096	115,654
<b>19</b>	93,272	98,411	103,096	116,688
<b>20</b>	93,272	98,411	103,096	117,722
<b>21</b>	93,272	98,411	103,096	118,756
<b>22+</b>	93,272	98,411	103,096	122,824
<b><u>ADDITIONAL STIPENDS</u></b>				
MASTERS = \$1,500				
DOCTORATE = \$1,500				
RSP/SDC = \$2,500				
NAT'L BOARD CERTIFICATION = \$2,500				
ASHA CERTIFICATION (Speech/Language Pathologist) = \$2,500				
TEACHER IN CHARGE = \$1,000				
TK CERTIFIED TEACHERS ASSIGNED TO TRANSITIONAL KINDERGARTEN PROGRAMS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS ASSIGNED TO IMMERSION SCHOOLS/PROGRAMS = \$2,500				
TITLE I SCHOOL = \$2,500				
MONTESSORI CERTIFIED TEACHERS ASSIGNED TO MONTESSORI SCHOOLS/PROGRAMS = \$2,500				
OVERNIGHT = \$250 per night				

**CERTIFICATED SALARY**  
**Teachers, Librarians, Nurses, Counselors**  
**SCHEDULE 2024 - 2025 (186 days)**  
**5% Increase Effective 7/1/2024**

**APPENDIX A**

<b>RANGE</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
	<b>BA 44 or less</b>	<b>BA + 45</b>	<b>BA + 60</b>	<b>BA + 75</b>
<b>STEP</b>				
<b>1</b>	68,577	68,808	69,488	70,388
<b>2</b>	70,490	71,945	72,941	74,191
<b>3</b>	73,180	75,082	76,390	77,991
<b>4</b>	75,932	78,222	79,842	81,794
<b>5</b>	78,684	81,359	83,295	85,594
<b>6</b>	81,432	84,498	86,745	89,398
<b>7</b>	84,183	87,639	90,195	93,200
<b>8</b>	86,933	90,778	93,647	97,001
<b>9</b>	89,684	93,914	97,097	100,804
<b>10</b>	92,435	97,054	101,413	104,604
<b>11</b>	95,186	100,194	104,799	108,406
<b>12</b>	97,935	103,331	108,251	112,208
<b>13</b>	97,935	103,331	108,251	116,011
<b>14</b>	97,935	103,331	108,251	117,097
<b>15</b>	97,935	103,331	108,251	118,182
<b>16</b>	97,935	103,331	108,251	119,263
<b>17</b>	97,935	103,331	108,251	120,351
<b>18</b>	97,935	103,331	108,251	121,437
<b>19</b>	97,935	103,331	108,251	122,522
<b>20</b>	97,935	103,331	108,251	123,608
<b>21</b>	97,935	103,331	108,251	124,693
<b>22+</b>	97,935	103,331	108,251	128,965
<b><u>ADDITIONAL STIPENDS</u></b>				
MASTERS = \$1,500				
DOCTORATE = \$1,500				
RSP/SDC = \$2,500				
NAT'L BOARD CERTIFICATION = \$2,500				
ASHA CERTIFICATION (Speech/Language Pathologist) = \$2,500				
TEACHER IN CHARGE = \$1,000				
TK CERTIFIED TEACHERS ASSIGNED TO TRANSITIONAL KINDERGARTEN PROGRAMS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS ASSIGNED TO IMMERSION SCHOOLS/PROGRAMS = \$2,500				
TITLE I SCHOOL = \$2,500				
MONTESSORI CERTIFIED TEACHERS ASSIGNED TO MONTESSORI SCHOOLS/PROGRAMS = \$2,500				
OVERNIGHT = \$250 per night				

**CERTIFICATED SALARY SCHEDULE  
PSYCHOLOGISTS  
2022 - 2023 (206 days)  
3% Increase Effective 7/1/2022**

APPENDIX B

<b>RANGE</b>	<b>I</b>
<b>STEP</b>	
<b>1</b>	102,624
<b>2</b>	106,729
<b>3</b>	110,834
<b>4</b>	114,937
<b>5</b>	119,049
<b>6+</b>	125,074
<b><u>ADDITIONAL STIPENDS</u></b>	
MASTERS = \$1,500	
DOCTORATE = \$1,500	
TITLE I SCHOOL = \$2,500	



**CERTIFICATED SALARY SCHEDULE  
PSYCHOLOGISTS  
2023 - 2024 (206 days)  
3% Increase Effective 7/1/2023**

**APPENDIX B**

<b>RANGE</b>	<b>I</b>
<b>STEP</b>	
<b>1</b>	105,703
<b>2</b>	109,931
<b>3</b>	114,159
<b>4</b>	118,385
<b>5</b>	122,621
<b>6+</b>	128,826
<b><u>ADDITIONAL STIPENDS</u></b>	
MASTERS = \$1,500	
DOCTORATE = \$1,500	
TITLE I SCHOOL = \$2,500	

**CERTIFICATED SALARY SCHEDULE  
PSYCHOLOGISTS  
2024 - 2025 (206 days)  
5% Increase Effective 7/1/2024**

**APPENDIX B**

<b>RANGE</b>	<b>I</b>
<b>STEP</b>	
<b>1</b>	110,988
<b>2</b>	115,428
<b>3</b>	119,867
<b>4</b>	124,305
<b>5</b>	128,752
<b>6+</b>	135,268
<b><u>ADDITIONAL STIPENDS</u></b>	
MASTERS = \$1,500	
DOCTORATE = \$1,500	
TITLE I SCHOOL = \$2,500	

**CERTIFICATED SALARY SCHEDULE FOR INTERNS  
 2022- 2023 (186 days)  
 3% Increase Effective 7/1/2022**

**APPENDIX C**

<b>RANGE</b>	<b>I</b>		
	<b>BA + 30</b>		
<b>STEP</b>			
<b>1</b>	60,660		
<b>2</b>	63,120		
<b>3</b>	65,559		
<b>4</b>	68,051		
<b>5</b>	70,549		
<b><u>ADDITIONAL STIPENDS</u></b>			
MASTERS = \$1,500			
DOCTORATE = \$1,500			
RSP/SDC = \$2,500			
NAT'L BOARD CERTIFICATION = \$2,500			
ASHA CERTIFICATION (Speech/Language Pathologist) = \$2,500			
TEACHER IN CHARGE = \$1,000			
TK CERTIFIED TEACHERS ASSIGNED TO TRANSITIONAL KINDERGARTEN PROGRAMS = \$1,000			
BCLAD CERTIFIED BILINGUAL TEACHERS = \$1,000			
BCLAD CERTIFIED BILINGUAL TEACHERS ASSIGNED TO IMMERSION SCHOOLS/PROGRAMS = \$2,500			
TITLE I SCHOOL = \$2,500			
MONTESSORI CERTIFIED TEACHERS ASSIGNED TO MONTESSORI SCHOOLS/PROGRAMS = \$2,500			
OVERNIGHT = \$250 per night			

**CERTIFICATED SALARY SCHEDULE FOR INTERNS  
2023- 2024 (186 days)  
3% Increase Effective 7/1/2023**

APPENDIX C

<b>RANGE</b>	<b>I</b>		
	<b>BA + 30</b>		
<b>STEP</b>			
<b>1</b>	62,480		
<b>2</b>	65,014		
<b>3</b>	67,526		
<b>4</b>	70,093		
<b>5</b>	72,665		
<b><u>ADDITIONAL STIPENDS</u></b>			
MASTERS = \$1,500			
DOCTORATE = \$1,500			
RSP/SDC = \$2,500			
NAT'L BOARD CERTIFICATION = \$2,500			
ASHA CERTIFICATION (Speech/Language Pathologist) = \$2,500			
TEACHER IN CHARGE = \$1,000			
TK CERTIFIED TEACHERS ASSIGNED TO TRANSITIONAL KINDERGARTEN PROGRAMS = \$1,000			
BCLAD CERTIFIED BILINGUAL TEACHERS = \$1,000			
BCLAD CERTIFIED BILINGUAL TEACHERS ASSIGNED TO IMMERSION SCHOOLS/PROGRAMS = \$2,500			
TITLE I SCHOOL = \$2,500			
MONTESSORI CERTIFIED TEACHERS ASSIGNED TO MONTESSORI SCHOOLS/PROGRAMS = \$2,500			
OVERNIGHT = \$250 per night			

**CERTIFICATED SALARY SCHEDULE FOR INTERNS**  
**2024 - 2025 (186 days)**  
**5% Increase Effective 7/1/2024**

APPENDIX C

<b>RANGE</b>		<b>I</b>		
		<b>BA + 30</b>		
<b>STEP</b>				
<b>1</b>		65,604		
<b>2</b>		68,265		
<b>3</b>		70,902		
<b>4</b>		73,597		
<b>5</b>		76,298		
<b><u>ADDITIONAL STIPENDS</u></b>				
MASTERS = \$1,500				
DOCTORATE = \$1,500				
RSP/SDC = \$2,500				
NAT'L BOARD CERTIFICATION = \$2,500				
ASHA CERTIFICATION (Speech/Language Pathologist) = \$2,500				
TEACHER IN CHARGE = \$1,000				
TK CERTIFIED TEACHERS ASSIGNED TO TRANSITIONAL KINDERGARTEN PROGRAMS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS = \$1,000				
BCLAD CERTIFIED BILINGUAL TEACHERS ASSIGNED TO IMMERSION SCHOOLS/PROGRAMS = \$2,500				
TITLE I SCHOOL = \$2,500				
MONTESSORI CERTIFIED TEACHERS ASSIGNED TO MONTESSORI SCHOOLS/PROGRAMS = \$2,500				
OVERNIGHT = \$250 per night				

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

**STAFFING RATIO OPTION REQUEST FORM – REGULAR EDUCATION**

\_\_\_\_\_ grade class reached \_\_\_\_\_ students on \_\_\_\_\_, 2\_\_\_\_\_  
Name of Teacher                      Level                      Number                      Date

We are requesting the following option for additional support:

**SELECT ONE**

- \_\_\_ 1. The principal, teacher/s, and Assistant Superintendent may develop creative ways to aid the teacher/s with large class sizes.
- \_\_\_ 2. For TK-3 and 3/4 combo classes, an additional hour of aide time will be available for classes of 29, two additional hours of aide time for classes at 30, and three hours of additional aide time for classes that have an enrollment of 33. If an aide cannot be found, teachers are entitled to a retroactive stipend.
- \_\_\_ 3. For 4-5 classes, an additional hour of aide time will be available for classes of 31, two additional hours of aide time for classes at 32, and three hours of additional aide time for classes that have an enrollment of 33. If an aide cannot be found, teachers are entitled to a retroactive stipend.
- \_\_\_ 4. For TK-3 and 3/4 combo classes, a stipend of \$165 per month for each additional student over 28 up to \$495 a month for classes of 31.
- \_\_\_ 5. For 4-5 classes, a stipend of \$165 per month for each additional student over 30 up to \$495 a month for classes of 33.

PLEASE USE THE SPACE BELOW TO DESCRIBE OPTION 1, IF SELECTED.  
(Attach additional sheet/s, if necessary.)

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Assistant Superintendent

**SEND COMPLETED FORM TO HUMAN RESOURCES FOR APPROVAL & DISTRIBUTION**

cc: Principal

**SAN MATEO-FOSTER CITY SCHOOL DISTRICT**

**STAFFING RATIO OPTION REQUEST FORM – MIDDLE SCHOOL**

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Name of Teacher	Subject
Student contacts per grading period reached _____ students on _____, 20__	
Number	Date

We are requesting the following option for additional support:

**SELECT ONE**

- \_\_\_ 1. **All Classes:** One day of release time per grading period will be provided to teachers having student contact numbers greater than 185 students per grading period for full time unit members with six (6) separate teaching periods. Such teachers may opt to take the one day of release time in two ½ day increments.
  
- \_\_\_ 2. **Physical Education:** One (1) day of release time per grading period will be provided to teachers teaching physical education classes having student contact numbers greater than the maximum daily student contacts for full time unit members with six (6) separate teaching periods of 240. Such teachers may opt to take the one day of release time in two ½ day increments.
  
- \_\_\_ 3. **Music:** The maximum daily student contacts for Music teachers with six (6) separate teaching periods is 240. Assistance will be provided to Music teachers whose student contacts exceed 240 by any of the following options which may be agreed to between the teacher and Principal:
  - \_\_\_ A. A music classroom aide may be hired to support a music teacher for up to one or two hours per day.
  
  - \_\_\_ B. One (1) day of release time per grading period, which may be taken in two ½ day increments at the option of the teacher.
  
  - \_\_\_ C. Any other creative ways developed by the teacher and Principal to aid the teacher(s) with student contacts greater than 240. *PLEASE ATTACH SEPARATE PAGE TO DESCRIBE OPTION 3C, IF SELECTED*

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Teacher

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Principal

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Assistant Superintendent

**SEND COMPLETED FORM TO HUMAN RESOURCES FOR APPROVAL & DISTRIBUTION**

cc: Principal

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

**STAFFING RATIO OPTION REQUEST FORM – SPECIAL EDUCATION**

\_\_\_\_\_ grade class reached \_\_\_\_\_ students on \_\_\_\_\_, 2\_\_\_\_\_  
Name of Teacher                      Level                                      Number                                      Date

We are requesting the following option for additional support:

**SELECT ONE**

\_\_\_RSP            For K-8 classes, an additional hour of aide time or classes of 29-32 or a stipend of \$165 per month for each additional student over 28 up to 32 and up to \$495 per month.

\_\_\_SDC            For Pre-K-5 classes, an additional hour of aide time for classes of 13 or more or a stipend of \$165 per month for each additional student up to \$495 per month.

\_\_\_SDC            For 6-8 classes, an additional hour of aide time for classes of 16 or more or a stipend of \$165 per month for each additional student up to 18 or \$495 per month.

\_\_\_SPEECH      5 years old and above – a stipend of \$165 for each student over 55 up to 58 and up to \$495 per month.

\_\_\_SPEECH      3 years old to 4 years old – a stipend of \$165 for each student over 40 up to 48 and up to \$495 per month.

**Funding decreases when student leaves program.**

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Assistant Superintendent

**SEND COMPLETED FORM TO HUMAN RESOURCES FOR APPROVAL & DISTRIBUTION**

cc: Principal



2022-2023

Board Approved: February 10, 2022

2022

JULY

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

AUGUST

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

☆ First Day of School

SEPTEMBER

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

2023

JANUARY

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

18+2

FEBRUARY

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

19

MARCH

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

18

APRIL

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

19+1

MAY

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

22

JUNE

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5+1

☆ Last Day of School

**Legal Holidays & Non-School Days**

Aug.	10	Staff Work Day
Sept.	5	Labor Day
Sept.	30	Staff PD Day
Oct.	3-7	Fall Break
Nov.	11	Veteran's Day
Nov.	21-25	Thanksgiving Break
Dec.	19-30	Winter Break
Jan.	2	Winter Break

Jan.	3	Staff Work Day
Jan.	16	Martin Luther King, Jr. Day
Jan.	17	Staff PD Day
Feb.	20	President's Day
Mar.	27-31	Spring Break
Apr.	3	Staff PD Day
May	29	Memorial Day
June	8	Staff Work Day

✦ 180 Student Contact Days  
✦ 186 Teacher Work Days

■ Vacation Days (shaded) □ Staff Work Day ○ Teacher Professional Develop. Day △ Holiday ☆ 1st & Last Day of School for Students

2023-2024

Board Approved: February 10, 2022

2023

JULY

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

AUGUST

13+1

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

☆ First Day of School

SEPTEMBER

19

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER

16+1

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

16

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER

11

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

2024

JANUARY

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

19+2

FEBRUARY

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

20

MARCH

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20+1

APRIL

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

17

MAY

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

22

JUNE

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

7+1

☆ Last Day of School

**Legal Holidays & Non-School Days**

Aug.	14	Staff Work Day	Jan.	2	Staff Work Day
Sept.	4	Labor Day	Jan.	3	Staff PD Day
Sept.	25	Non Work/School Day	Jan.	15	Martin Luther King, Jr. Day
Oct.	2-6	Fall Break	Feb.	19	President's Day
Oct.	9	Staff PD Day	Mar.	29	Staff PD Day
Nov.	10	Veteran's Day	Apr.	5-Jan	Spring Break
Nov.	20-24	Thanksgiving Break	May	27	Memorial Day
Dec.	18-29	Winter Break	June	12	Staff Work Day
Jan.	1	Legal Holiday			

✦ 180 Student Contact Days  
✦ 186 Teacher Work Days

■ Vacation Days (shaded) □ Staff Work Day ○ Teacher Professional Develop. Day △ Holiday ☆ 1st & Last Day of School for Students

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

APPENDIX E

2024-2025

Board Approved: 2/22/2024

2024

JULY

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

AUGUST

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

☆ First Day of School

SEPTEMBER

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Legal Holidays & Non-School Days

Aug.	13	Staff Work Day
Sept.	2	Labor Day
Oct	4	Staff PD Day
Oct	7-11	Fall Break
Nov.	11	Veteran's Day
Nov.	25-29	Thanksgiving Break
Dec.	25	Legal Holiday
Dec./Jan	19-3	Winter Break
Jan.	1	Legal Holiday

Jan.	6	Staff Work Day
Jan.	17	Staff PD Day
Jan.	20	Martin Luther King, Jr. Day
Feb.	17	President's Day
Mar.	28	Staff PD Day
Mar./Apr	31-4	Spring Beak
May	26	Memorial Day
June	12	Staff Work Day
June	19	Juneteenth

180 Student Contact Days  
186 Teacher Work Days

2025

JANUARY

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

17+2

FEBRUARY

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

19

MARCH

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

19+1

APRIL

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

18

MAY

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

21

JUNE

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

8+1

☆ Last Day of School

Vacation Days (shaded)
  Staff Work Day
  Teacher Professional Develop. Day
  Holiday
 ☆ 1st & Last Day of School for Students

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

Special Leave Request Form

Teacher's Name \_\_\_\_\_ Site/School \_\_\_\_\_

Date: \_\_\_\_\_ Date Leave Requested \_\_\_\_\_ Total Days \_\_\_\_\_

I am requesting a Special Leave as described in the Agreement between the District and SMETA in Article 10. I believe I have met the requirements described below:

A bargaining unit member may request a special leave up to ten days under the following circumstances:

- 1. The bargaining unit member must have been an employee in the District for at least seven years.
2. The bargaining unit member may only request this leave once every seven years even if the maximum number of days was not used in a previous special leave.
3. Prior approval by site principal and a Human Resources Administrator must be requested twenty (20) days in advance of the special leave.
4. The bargaining unit member pays for their substitute or may use any available "No tell" days and pay for the substitute on the days "No tell" is not used.
5. An access number is NOT required if "No tell" days are used.
6. The total number of days used cannot exceed the total number of accumulated sick leave days.
7. Sick leave days will be deducted for each day of the special leave even when the bargaining unit member pays for the substitute.

I am requesting \_\_\_\_\_ days of available "No tell"

I am requesting \_\_\_\_\_ days that I will pay for the cost of a substitute and have my sick leave deducted for the days missed.

Employee Signature Site Administrator Signature HR Administrator Signature

Confidential

San Mateo-Foster City School District  
San Mateo Elementary Teachers' Association

Catastrophic Leave Bank Decision Form

Name \_\_\_\_\_ Position \_\_\_\_\_

Site \_\_\_\_\_

**A. I have decided to join the Catastrophic Leave Bank.** I understand that:

- I hereby contribute one (1) day of my currently accumulated sick leave days on file with the SMFCSD to the SMFCSD/SMETA Catastrophic leave Bank.
- My contribution is irrevocable.
- The terms and conditions of this contribution are described in the Collective Bargaining Agreement between the SMFCSD and SMETA.
- If the sick leave bank falls below the threshold number, a special open enrollment will be held as determined by the Catastrophic Leave Committee where all participating unit members will be required to contribute an additional day in order to stay in the Bank. In addition, at this low enrollment time any current member not in the Bank may opt to contribute a day and join the Bank.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**B. I defer my decision to join the Catastrophic Leave Bank.** I understand that:

- I have until June 30<sup>th</sup> of my first year of permanent status to join the Bank.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**C. I have decided *not* to join the Catastrophic Leave Bank.** I understand that:

- I can change my decision to join if I provide a signed form electing to join on or before June 30<sup>th</sup> of my first year of permanent status.
- I will not have an opportunity to join the Catastrophic Leave Bank unless there is a low threshold open enrollment period. (As of 2007, there have been no such open enrollments.)

Signature \_\_\_\_\_ Date \_\_\_\_\_

***San Mateo-Foster City School District***      *Option I Form 1*  
 Certificated Personnel: Standards and Key Elements  
Permanent

**Evaluatee:** \_\_\_\_\_

Name	Classification
School	Date of Conference

*Select required number of standards of focus for the school year. Indicate the key elements you will address.*

**Permanent**                      **(Copies – Personnel file; Evaluatee)**

<b>Standard:</b>
<b>Key Element(s):</b>

**Plan:**

**Support Needed:**

**Evidence:**

***San Mateo-Foster City School District***    *Option I Form 1a*  
 Certificated Personnel: Standards and Key Elements  
Year One Temporary and Probationary

**Evaluatee:** \_\_\_\_\_

Name	Classification
School	Date of Conference

*Select required number of standards of focus for the school year. Indicate the key elements you will address.*

Temporary       Probationary      (Copies – Personnel file; Evaluatee)

<b>Standard: Creating and maintaining effective environments for student learning. (Standard Number 2)</b>
--

<b>Key Element(s):</b>
------------------------

**Plan:**

**Support Needed:**

**Evidence:**

***San Mateo-Foster City School District***      *Option I Form 1b*  
 Certificated Personnel: Standards and Key Elements  
Year One Temporary and Probationary

**Evaluatee:** \_\_\_\_\_

Name	Classification
_____	_____
School	Date of Conference
_____	_____

*Select required number of standards of focus for the school year. Indicate the key elements you will address.*

Temporary       Probationary      (Copies – Personnel file; Evaluatee)

<b>Standard: Planning instruction and designing learning experiences for all students. (Standard Number 4)</b>
--

<b>Key Element(s):</b>
------------------------

**Plan:**

**Support Needed:**

**Evidence:**



***San Mateo-Foster City School District***     *Option I Form 1c*  
 Certificated Personnel: Standards and Key Elements  
Continuing Temporary and Probationary

**Evaluatee:** \_\_\_\_\_

Name	Classification
School	Date of Conference

*Select required number of standards of focus for the school year. Indicate the key elements you will address.*

Temporary      Probationary     (Copies – Personnel file; Evaluatee)

<b>Standard: Engaging and supporting all students in learning. (Standard Number 1)</b>
--

<b>Key Element(s):</b>
------------------------

**Plan:**

**Support Needed:**

**Evidence:**

***San Mateo-Foster City School District***     *Option I Form 1d*  
 Certificated Personnel: Standards and Key Elements

**Evaluatee:** \_\_\_\_\_

Name	Classification
School	Date of Conference

*Select required number of standards of focus for the school year. Indicate the key elements you will address.*

Temporary      Probationary      Permanent (Copies – Personnel file; Evaluatee)

**Standard: Assessing students for learning. (Standard Number 5)**

**Key Element(s):**

**Plan:**

**Support Needed:**

**Evidence:**

***San Mateo-Foster City School District***  
Certificated Personnel: Standards and Key Elements

*Option I Form 1e*

<b>Evaluatee:</b>	_____	_____
	Name	Classification
	_____	_____
	School	Date of Conference

*Select required number of standards of focus for the school year. Indicate the key elements you will address.*

Temporary       Probationary       Permanent (Copies – Personnel file; Evaluatee)

<b>Standard: Understanding and organizing subject matter for student learning (Standard Number 3)</b>
---

<b>Key Element(s):</b>
------------------------

**Plan:**

**Support Needed:**

**Evidence:**

*San Mateo-Foster City School District*  
**Observation of Classroom Teaching**

*Option I Form 2*

Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Subject: \_\_\_\_\_

Date: \_\_\_\_\_ Time: From \_\_\_\_\_ to \_\_\_\_\_

Pre-conference: Date: \_\_\_\_\_

Post-conference: Date: \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_

**Lesson Objective(s):**

**Observations related to the Standards:**

**Comments and Recommendations:**

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

The evaluatee's signature does not constitute an endorsement of the Evaluator's statements; only that this evaluation has been received. Written comments may be made by the Evaluatee. It is recommended that such comments be submitted to the Evaluator within ten days. Such comments will be forwarded to the Human Resources Office and attached to this evaluation.

**San Mateo-Foster City School District**  
 Evaluation of Certificated Personnel – (Non-Management)

*Option I Form 3*

Evaluatee: \_\_\_\_\_ Grade Level: \_\_\_\_\_

School: \_\_\_\_\_ Current Assignment: \_\_\_\_\_

Date of Evaluation: \_\_\_\_\_ Date of Conference: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Observation Dates: \_\_\_\_\_

Permanent       Probationary       Temporary

Summary: (All six standards)

Recommendation by Evaluator: (Please circle the appropriate number for each standard)

Standard One – 4 3 2 1 NE (Engaging & Supporting)	Standard Two – 4 3 2 1 NE (Creating & Maintaining Environment)	Standard Three – 4 3 2 1 NE (Understanding & Organizing Subject Matter)
Standard Four – 4 3 2 1 NE (Planning Instruction & Designing Learning)	Standard Five – 4 3 2 1 NE (Assessing Students for Learning)	Standard Six – 4 3 2 1 NE (Developing as a Professional Educator)

4 = Excellent Progress Toward Mastery      3=Good Progress Toward Mastery  
 2 =Beginning To Make Progress Toward Mastery      1=Unsatisfactory Progress Toward Mastery      NE=Not evaluated

Evaluator’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluatee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Note: 1. When a permanent employee receives two ratings of one (1) the permanent employee may self-refer to PAR or be re-evaluated the following year 2. Unsatisfactory evaluation = a permanent employee who receives three (3) or more ratings of one (1) on their final evaluation and is automatically referred to PAR as directed by Education Code 44664. It is understood that the District does not relinquish its right under Education Code 44932.

The Evaluatee’s signature does not constitute an endorsement of the Evaluator’s statements, only that this evaluation has been received. The Evaluatee may make written comments. It is recommended that such comments be submitted to the Evaluator within ten days. Such comments will be forwarded to the Human Resources Office and attached to this evaluation.

Rev. 1/10/02

**San Mateo-Foster City School District  
Individualized Certificated Evaluation Plan**

**APPENDIX H**  
*Option II Form I*

Name \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_

Professional Goal/s Subject _____
Standard and Key Elements _____
_____

Plan:

Support Needed:

Anticipated Impact on Students:

Evidence:

**APPENDIX H**

**San Mateo-Foster City School District  
Certificated Evaluation  
Evaluation Report Final Conference**

*Option II Form 2*

**I Evidence of Goal Completion provided by Evaluatee:**

**II Comments by Evaluatee:**

**III Comments by Evaluator:**

---

**Evaluatee's Signature**

---

**Date**

---

**Evaluator's Signature**

---

**Date**

**San Mateo-Foster City School District  
Individualized Certificated Evaluation Plan**

*Option III Form 1*

Name \_\_\_\_\_ Date \_\_\_\_\_

Evaluator \_\_\_\_\_

Professional Goal/s Subject \_\_\_\_\_

Plan:

Support Needed:

Anticipated Impact on Students:

Evidence:



*San Mateo-Foster City School District Option III Form 2*  
**Observation of Specialist Teacher**

Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_ Subject: \_\_\_\_\_

Date: \_\_\_\_\_ Time: From \_\_\_\_\_ to \_\_\_\_\_

Pre-conference: Date: \_\_\_\_\_

Post-conference: Date: \_\_\_\_\_ From \_\_\_\_\_ to \_\_\_\_\_

**Goal(s):**

**Observations related to the Goals:**

**Comments and Recommendations:**

\_\_\_\_\_  
Observer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

The evaluatee's signature does not constitute an endorsement of the Evaluator's statements; only that this evaluation has been received. Written comments may be made by the Evaluatee. It is recommended that such comments be submitted to the Evaluator within ten days. Such comments will be forwarded to the Human Resources Office and attached to this evaluation.

**San Mateo-Foster City School District**  
Certificated Evaluation  
Evaluation Report Final Conference

**APPENDIX H**  
*Option III Form 3*

**I Evidence of Goal Completion provided by Evaluatee:**

**II Comments by Evaluatee:**

**III Comments and Documentation by Evaluator:**

**IV Summary Evaluation Rating:**

_____ Exemplary	_____ Satisfactory
_____ Needs Improvement	_____ Unsatisfactory

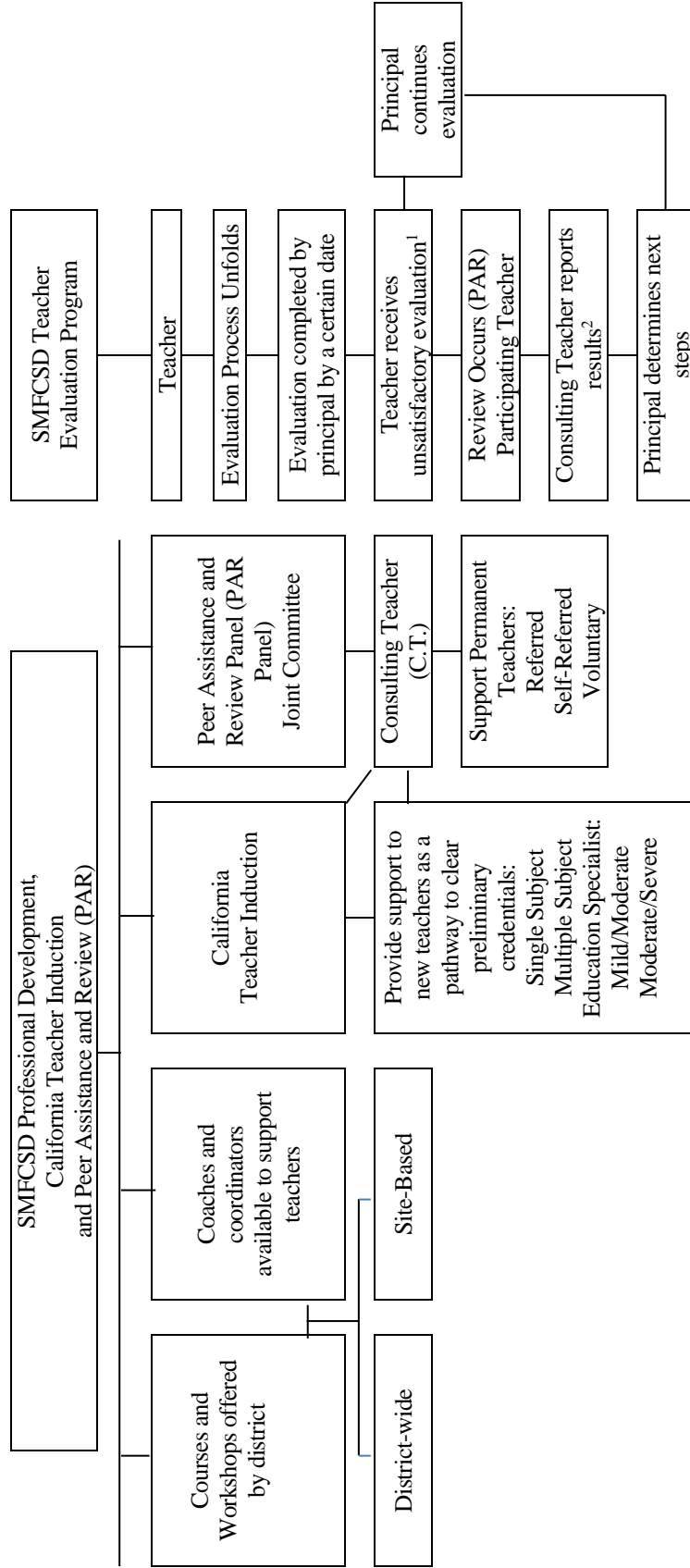
\_\_\_\_\_  
Evaluatee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date

# Teacher Support Program Visual Model



<sup>1</sup> If the teacher received three scores of one (1), then participation in Peer Assistance and Review (PAR) is mandatory. If teacher receives two scores of one (1), the teacher may opt for another evaluation in the following year, or apply for self-referred Peer Assistance and Review (PAR)

<sup>2</sup> Results are reported only on Referred teachers. Self-referred and voluntary teachers have no reporting.

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

Grievance No. \_\_\_\_\_

Year Article Serial #

**GRIEVANCE STATEMENT FORM FORMAL LEVEL I**

(Immediate Supervisor)

(For non-management certificated personnel)

**INSTRUCTIONS FOR THE GRIEVANT:** Please consult Article Three (Grievance Procedure) of the Certificated Employees Bargaining Unit Agreement

Grievance at this level must be filed with the immediate supervisor within fifteen (15) days after receipt of the decision on the informal level or within fifteen (15) days after the decision at the informal level should have been given. Either party may request a conference within five (5) days of receipt of the Level I grievance and either may be accompanied by a Conferee or Designee.

I. NAME OF GRIEVANT: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

SCHOOL/LOCATION: \_\_\_\_\_

NAME OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

II. Statement of Grievance (Please write a clear and concise statement). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Violation, misinterpretation or misapplication of the Collective Bargaining Unit Agreement that is being claimed.

Article of the Agreement: \_\_\_\_\_

Section of the Article: \_\_\_\_\_

Specific provision of the Section: \_\_\_\_\_

IV. Dates of Events:

(a) Date on which the Grievant knew of the condition upon which the grievance is based:

\_\_\_\_\_.

(b) Date on which the Grievant requested the immediate supervisor for a conference at an informal level

\_\_\_\_\_.

(c) Date on which the conference, if any, was held with the immediate supervisor at the informal level.

\_\_\_\_\_.

(d) Date on which the immediate supervisor gave his/her decision at the informal level for resolution to the Grievant: \_\_\_\_\_.

V: Circumstances involved:

---

---

---

VI. Persons involved: \_\_\_\_\_

---

---

VII. Decisions rendered at the Informal Level, if any: \_\_\_\_\_

---

---

---

VIII. Specific remedy sought by the Grievant: \_\_\_\_\_

---

---

---

IX. Date: \_\_\_\_\_ Signature of Grievant: \_\_\_\_\_

**For the use of the Immediate Supervisor**

A. Date of receipt of Formal Grievance: \_\_\_\_\_

B. Date of conference with Grievant, if any: \_\_\_\_\_

C. Decision rendered by Immediate Supervisor at Formal Level: \_\_\_\_\_

---

---

---

D. Comments if any: \_\_\_\_\_

---

---

(Immediate supervisor must return a completed copy to the Assistant Superintendent of Human Resources within three (3) days of communicating the decision to Grievant.)

SIGNATURE OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

**SAN MATEO-FOSTER CITY SCHOOL DISTRICT**  
**GRIEVANCE STATEMENT FORM – FORMAL LEVEL II**  
**(Superintendent or Designee)**

Grievance No. \_\_\_\_\_  
\_\_\_\_\_  
Year Article Serial #

(For Non-management Certificated Personnel)

**INSTRUCTIONS FOR THE GRIEVANT:** (a) Please consult Article Three (Grievance Procedures) of the Non-Management Certificated Employees Bargaining Unit Agreement. (b) Grievance at this level must be filed with the Assistant Superintendent of Human Resources within five (5) days after receipt of the grievance disposition at Formal Level I or within fifteen (15) days after the grievance disposition at Formal Level I should have been given. (c) Please attach the following completed form:

- 1. Copy of the Grievance Statement Form – Formal Level I (Immediate Supervisor)
- 2. Copy of the decision, if any, rendered at Formal Level I by Immediate Supervisor

Either party may request a conference within five (5) days of receipt of the Level I grievance and either may be accompanied by a Conferee or Designee.

---

I. NAME OF GRIEVANT: \_\_\_\_\_  
POSITION/TITLE: \_\_\_\_\_  
SCHOOL/LOCATION: \_\_\_\_\_  
NAME OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

II. Reason for appeal (Please write a clear and concise statement): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III Violation, misinterpretation or misapplication of the Collective Bargaining Unit Agreement that is being claimed:

Article of the Agreement: \_\_\_\_\_

Section of the Agreement: \_\_\_\_\_

Specific provision of the Section: \_\_\_\_\_

IV. Dates of Events:

(a) Date on which the grievance at Formal level I was filed with the Immediate Supervisor:

\_\_\_\_\_.

(b) Date of conference, if any with Immediate Supervisor at Formal Level I:

\_\_\_\_\_.

(c) Date on which Immediate Supervisor gave his/her decision at formal Level I:

\_\_\_\_\_.

V. Name(s) of Conferee(s), if any, at Formal Level I: \_\_\_\_\_

VI. Decision rendered at Formal Level I: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Reason for the appeal at Level II (Please write a clear and concise statement): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VIII. Specific remedy sought by the Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IX. Please list ALL documents attached with this completed form: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X. Date: \_\_\_\_\_ Signature of Grievant: \_\_\_\_\_

SAN MATEO-FOSTER CITY SCHOOL DISTRICT  
**GRIEVANCE STATEMENT FORM FORMAL LEVEL III**  
(Board of Education)

Grievance No. \_\_\_\_\_  
\_\_\_\_\_  
Year Article Serial #

(For Non-Management Certificated Personnel)

**INSTRUCTIONS FOR GRIEVANT:** (a) Please consult Article Three (Grievance Procedures) of the Non-Management Certificated Employees Bargaining Unit Agreement. (b) Appeal at this level must be filed in the office of the Assistant Superintendent of Human Resources within fifteen (15) days after receipt of the grievance disposition at Formal Level II or within fifteen (15) days after the grievance disposition at Formal Level II should have been given. (c) Please attach the following documents with the completed form:

1. Grievance statement at each previous level.
2. Decision rendered at each previous level.

A conference date will be set within five (5) days of receipt of the Level II grievance and either party may be accompanied by a Conferee or Designee.

\_\_\_\_\_.

I. NAME OF GRIEVANT: \_\_\_\_\_.

POSITION/TITLE: \_\_\_\_\_.

SCHOOL/LOCATION: \_\_\_\_\_.

NAME OF IMMEDIATE SUPERVISOR: \_\_\_\_\_.

II. Reason for appeal (Please write a clear and concise statement). \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Specific Remedy sought by the Grievant: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Date: \_\_\_\_\_ Signature of Grievant: \_\_\_\_\_



**SAN MATEO-FOSTER CITY SCHOOL DISTRICT**  
**GRIEVANCE STATEMENT FORM – FORMAL LEVEL IV**  
**(Facilitation)**

Grievance No. \_\_\_\_\_  
\_\_\_\_\_  
Year Article Serial #

(For Non-Management Certificated Personnel)

**INSTRUCTIONS FOR GRIEVANT:** (a) Please consult Article Three (Grievance Procedures) of the Non-Management Certificated Employees Bargaining Unit Agreement: (b) You may request in writing that the Association (SMETA) submit the grievance within fifteen (15) days to the Facilitator: (c) Request for facilitation shall be accompanied by copies of:

- 1. Grievance statement at each previous level.
- 2. Decision rendered at each previous level.

(d) Request for facilitation from the Association should be filed in the Office of the Assistant Superintendent of Human Resources.

\_\_\_\_\_.

I, NAME OF GRIEVANT: \_\_\_\_\_  
POSITION/TITLE: \_\_\_\_\_  
SCHOOL/LOCATION: \_\_\_\_\_  
NAME OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

II Reason for appeal (Please write a clear and concise statement). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Specify remedy sought by Grievant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IV. Date: \_\_\_\_\_ Signature of Grievant: \_\_\_\_\_

SAN MATEO-FOSTER CITY SCHOOL DISTRICT  
**GRIEVANCE STATEMENT FORM – FORMAL LEVEL V**  
(Binding Arbitration)

Grievance No. \_\_\_\_\_  
\_\_\_\_\_  
Year Article Serial #

(For Non-Management Certificated Personnel)

**INSTRUCTIONS FOR GRIEVANT:** (a) Please consult Article Three (Grievance Procedures) of the Non-Management Certificated Employees Bargaining Unit Agreement. (b) Appeal at this level must be filed with office of the Assistant Superintendent of Human Resources within fifteen (15) days after receipt of the grievance disposition at Formal Level IV. (c) Please attach the following documents with the completed form:

1. Grievance statement at each previous level.
  2. Decision rendered at each previous level
- (d) Requests for arbitration from the Association should be filed in the Office of the Assistant Superintendent of Human Resources.

---

I NAME OF GRIEVANT: \_\_\_\_\_  
 POSITION/TITLE: \_\_\_\_\_  
 SCHOOL/LOCATION: \_\_\_\_\_  
 NAME OF IMMEDIATE SUPERVISOR: \_\_\_\_\_

II. Reason for appeal (Please write a clear and concise statement). \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

III. Specific remedy sought by the Greivant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

IV. Date: \_\_\_\_\_ Signature of Grievant \_\_\_\_\_