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4 **COLLECTIVE BARGAINING AGREEMENT BETWEEN THE**
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6 **SAN MATEO-FOSTER CITY SCHOOL DISTRICT**
7
8 **AND THE**
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10 **SAN MATEO ELEMENTARY TEACHERS**
11 **ASSOCIATION/CTA/NEA**
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16 **FINAL AGREEMENT**
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22 **for**

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24 **July 1, 2025 to June 30, 2028**
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ARTICLE 1
RECOGNITION

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

General Education Classroom Teacher*	Special Education Teacher**
Special Project Teacher	Resource Specialist
Home Teacher	Librarian
Media Specialist	Curriculum Specialist
Counselor	Psychologist
Speech Therapist	District Nurse
District Social Worker	Consulting Teacher
Teacher on Special Assignment	Program Specialist

*General Education classroom teacher means Transitional Kindergarten, Kindergarten, and classroom teachers in grades 1-8.

**Special Education Teacher includes Special Day Class teachers preschool-8th grade.

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

ARTICLE 2
DISTRICT RIGHTS

2.1 District Rights

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

2.2 Limitations

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

2.3 Emergency

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

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.
16 The 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
19 14.

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

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

24 3.3 Unit Member Responsibilities

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

3.4 Student Teachers or Interns

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

3.5 Instructional Aides

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

3.6 Volunteer Aides

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

3.7 Personnel Files

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

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

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
8 District nor the school site will publish on the Internet such information without
9 prior 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.

ARTICLE 4
ASSOCIATION RIGHTS

4.1 Representation of Unit Members

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

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

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

4.2 Use of District Property for Communication

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

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

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

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

4.3 Right to Consult

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

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

4.4 Release Time

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

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

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

1 notified 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
5 the 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
8 be granted reasonable leaves of absence without loss of compensation, upon
9 prior notification to serve as officers of such organizations, provided the
10 Association reimburses the District for the employee's full compensation
11 pursuant to 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
18 by October 1. This list shall include the names, mailing addresses, listed phone
19 numbers and school 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

1 is hired after the start of the school year, dues will be prorated. Deductions for
2 unit members who sign such authorization after the commencement of the
3 school year shall be appropriately prorated to complete payments by the end of
4 the 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
9 indicating 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
11 fulfill the provisions of Section 4.6 of the Article. The Association further agrees
12 to hold the District harmless from any action it takes to enforce this Agreement,
13 if such 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
22 on professional development.

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ARTICLE 5
COMPENSATION AND BENEFITS

The San Mateo-Foster City School District affirms its commitment to the goal of bringing San Mateo Elementary Teachers' Association bargaining unit salaries up to the top 10% of non-basic aid Districts in San Mateo County. The following compensation agreement represents the School District's and San Mateo Elementary Teachers' Association's best effort at this time to move toward this goal. The District will continue its efforts in the future to achieve this goal and its other adopted goals and objectives.

5.1 Compensation

For 2025-2026 the regular certificated salary schedule (Appendix A) the school psychologist salary schedule (Appendix B) and the intern schedule (Appendix C) will be increased an additional 3.5% over the 2024-2025 salary schedules effective July 1, 2025. Additionally, members will receive a one-time lump sum off-the-salary schedule payment equal to 1.5% of the unit member's placement on the 2025-2026 salary schedule.

5.1.1 As of the 2001-02 school year, employees in Column I are not required to obtain 30 units beyond a BA degree to qualify for Step increases.

5.1.1.1 Unit members placed on the BA+30 or less column who have less than 30 semester units beyond the BA degree shall remain at their current step placement until 30 or more semester units beyond the BA degree have been earned.

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

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

9 5.2 Benefits

10 5.2.1 The District will provide health benefits through approved CalPERS health plan
11 options. The District's contribution to health care benefits for full time regular
12 employees, is the cost of the lowest cost, employee only, HMO plan. The
13 CalPERS health insurance program will be maintained unless there is mutual
14 agreement to change. Part-time employees working at least 50% will receive
15 district contribution toward health benefits prorated to their service. Employees
16 working less than half-time will not be eligible for participation in the CalPERS
17 health plan. The District shall offer employees who are working less than half
18 time another health insurance option, which may be available through other
19 employee groups, or individually through an available health insurance plan, if
20 any.

21 5.2.1.1 In the 2025-26 school year, the District will establish a joint Health
22 Benefits Advisory Committee to explore health benefit plan options and make
23 recommendations by March 1, 2026.

24 5.2.2 The District will provide and pay for employee dental coverage. Participation
25 in the dental insurance plan shall be mandatory. Every eligible unit member
26 shall enroll in the District's employee dental insurance program. The existing
27 dental insurance programs will be maintained unless there is mutual agreement
28 to change. Part-time employees working at least 50% will receive the district

1 contribution toward dental benefits prorated to their service.

2 5.2.3 The District will offer an optional vision plan which unit members may
3 purchase.

4 5.2.4 The District will continue to provide its present liability insurance coverage for
5 unit members.

6 5.2.5 All insurance coverage referred to in this article shall be subject to carrier
7 qualifications and requirements.

8 **5.3 Health Benefits**

9 5.3.1 The District agrees to contribute the minimum employer contribution rate
10 required by SB 1464 per eligible unit member working more than 50% time for
11 an approved PERS health plan option. This amount shall be the District's basic
12 employee-only medical benefits contribution.

13 5.3.2 In addition, the District agrees to contribute a supplemental amount equal to
14 the cost of the lowest cost HMO plan, employee only coverage, through
15 CalPERS and for dental coverage less the minimum employer contribution rate
16 as specified in 5.3.1 . This contribution will be made for each full-time unit
17 member and a prorated amount for each part time employee with half time or
18 greater assignment for dental and medical coverage. This supplemental
19 amount will be paid retroactively to January 1, 2007. The District will assume
20 the statutory increases in the minimum employer contribution rate required by
21 SB 1464. Such increase will be subsumed into the employee only premium level
22 of the lowest cost HMO.

23 5.3.3 Cash in Lieu of Benefits. The amount of cash in lieu of enrolling in district
24 medical benefits will be capped at \$250 per month regardless of any increases
25 in the District premium contribution to employees who participate in District
26 provided medical plans, unless the parties agree to increase the cash in lieu
27 amount. The District will first deduct the cost of the employee's monthly dental
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1 insurance premium from the monthly cash-in-lieu amount of \$250 and then
2 provide the 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.

8 5.4 Health Benefits for Retired Employees

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

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

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

4 5.4.3.1 To be eligible for the supplemental contribution amount the retired
5 employee must meet the following conditions:

6 5.4.3.2 A unit member notifies the Assistant Superintendent of Human
7 Resources in writing no later than April 1 that he/she will be retiring from the
8 District effective the end of the school year. Unit members who notify the
9 Assistant Superintendent of Human Resources in writing on or before February
10 1 that he/she will be retiring from the District effective the end of the school year
11 shall receive \$500.00.

12 5.4.3.3 The unit member must have reached a minimum age of at least fifty (50)
13 years prior to retirement and be eligible for STRS/PERS.

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

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

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

1 5.4.3.7 Up to the maximum amount specified in Section 5.4.2 and 5.4.3, the
2 District shall pay for the health and dental benefits of the retired unit member,
3 the unit member's spouse and qualified dependents, if any.

4 5.4.3.8 Coverage costs, which exceed the maximum amount specified in
5 Section 5.4.1 shall be the responsibility of the retired unit member.

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

14 5.4.3.10 The District's contribution to the retiree for the combined benefits
15 described in Section 5.4.3.7 shall not exceed the minimum employer
16 contribution, and shall be subject to the same limits, terms and conditions
17 specified therein.

18 5.4.3.11_The District agrees to notify all eligible retired unit members of the
19 above agreement, and make those adjustments requested by retired unit
20 members within the limits specified in the above paragraphs.

21 5.4.4 The District shall reimburse retirees who retire with thirty (30) or more years
22 with the District, which includes any accumulated sick leave, an additional \$100
23 per month commencing at age sixty (60) and up to the retiree's 65th birthday
24 for a total of \$284 per month.
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5.5 IRC 125 Plan

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

5.6 Initial Placement on Salary Schedule

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

5.7 Credit for Master and Doctoral Degrees and Graduate Level Units

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

5.8 Salary Credit for Academic Course-Work after Initial Placement

To be eligible for salary credit for course units taken after initial placement on the salary schedule, the unit member shall submit the planned course of work to a course-work screening committee. Prior to enrollment in a course, the planned course work will be reviewed by a course-work-screening committee composed of two (2) unit members elected by the faculty, and the principal of the school. The committee will review the course requests once a month during the school year, and by unanimous vote, recommend

1 approval of courses for salary credit to the Assistant Superintendent for Human Resources.
2 Exceptions to prior approval may be granted on an individual basis by the Assistant
3 Superintendent for Human Resources in consultation with the Assistant Superintendent for
4 Educational Services.

5 5.8.1 The following criteria shall be used by the course-work-screening committee
6 and the Assistant Superintendent for Human Resources to determine if the
7 course will significantly improve the employee's potential contribution to the
8 District:

9 5.8.1.1 Courses required by a college, or the California State Department of
10 Education for a California credential

11 5.8.1.2 Upper division and graduate courses required by a college for a
12 graduate degree provided the employee has been accepted as a candidate for
13 a graduate degree and is enrolled in such a program

14 5.8.1.3 Upper division and graduate courses in/or related to a person's teaching
15 field, or for preparation in an additional teaching area or field of study or field
16 appropriate for the District

17 5.8.1.4 Lower division courses pertinent to District needs

18 5.9 Prior Experience

19 5.9.1 Year-for-year credit to a maximum of twelve (12) years shall be granted by the
20 District for prior public school experience. This article shall not entitle any unit
21 member to retroactive salary payment(s) for any years of service with the
22 District prior to the 1987-88 school year.

23 5.9.2 Year-for-year credit to a maximum of twelve (12) years may be granted by the
24 District for prior private or parochial school experience. This article shall not
25 entitle any unit member to retroactive salary payment(s) for any years of service
26 with the District prior to the 2018-2019 school year.

27 5.10 Advancement on Salary Schedule

28 5.10.1 After initial placement on the salary schedule, unit members shall advance

one step each year of service to Step 12.

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

5.11 Payment for Extended Service

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

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

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

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

1 5.11.3.1.1 Nurses, psychologists, and/or speech therapists who
2 volunteer to be at home and on call shall be compensated at the hourly rate
3 specified above in Section 5.11.3 for each hour on call.

4 5.11.3.1.2 Nurses, psychologists, and/or speech therapists who are
5 called to a school/site to deliver service shall be compensated at the hourly
6 rate defined in section 15.16.2 (Summer School) for each hour they are at
7 the school/site, but in no case less than two (2) hours.

8 5.12 Specialist Salary

9 5.12.1 Positions will include but may not be limited to: Program Specialist in Special
10 Education, Music, Preschool, Gifted and Talented, Family Life and full inclusion
11 programs.

12 5.12.2 Work Day. All positions indicated in 5.12.1 will have a work day of 7-3/4
13 hours (30 minutes longer than the teacher's work day of 7-1/4 hours). This
14 includes days worked beyond the teacher's work year. Lunch time, travel time
15 and other duties are included as part of the 7-3/4 hour day.

16 5.12.3 Work Year. The District may contract with the Specialists indicated above
17 for an extended work year, at the rate, as defined below. Such provision must
18 be included in the individual contract of employment.

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

5.13 Mileage

5.13.1 Unit members who routinely drive their own automobiles to fulfill their professional duties (including but not limited to: psychologists, speech therapists, instructional coaches, traveling music teachers, technology teachers, resource specialists with caseloads in more than one school, and nurses) will have a choice between the monthly stipend of eighty dollars (\$80) per month or the IRS rate for actual miles driven. All other unit members will receive the IRS rate for actual miles driven. Under the rate-per-mile alternative plan, the employee shall be responsible for maintaining a log of miles to be claimed. An employee may not change from one reimbursement plan to the other during the school year. If a unit member, who is on an \$80 per month plan takes an automobile trip out of San Mateo County and it is over 100 miles round trip, the unit member will receive IRS rates for miles in excess of 100 for that trip.

5.14 Teacher-in-Charge

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

5.15 Retirement Benefits

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

5.15.1.1 Eligibility for this option shall be limited to:

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

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

1 5.15.1.1.3 Unit members who have enrolled under the CalPERS Medical
2 Plan prior to the effective date of their retirement

3 5.15.1.1.4 Dependents include the retiree's spouse and unmarried children
4 who qualify for benefits

5 5.15.1.1.5 Unit members who properly complete the application procedure
6 and the substitute teacher commitment.

7 5.15.2 The medical benefits available to a retiree opting for this plan shall be the
8 same as the medical coverage available to active employees subject to
9 CalPERS conditions, plus a lump sum payment at the conclusion of the year of
10 specified substitute service equal to two-hundred and fifty dollars (\$250).

11 5.15.3 The amount of the substitute service to be annually rendered by the retiree
12 shall be computed as follows:

13 5.15.3.1 The annual District contribution level for medical insurance coverage
14 for active employees shall be subtracted from the amount of the annual District
15 contribution for medical insurance coverage that the retiree would have
16 otherwise been entitled to.

17 5.15.3.2 The difference shall be divided by the per diem substitute teacher rate
18 of pay, rounded to the nearest whole dollar; the result shall be the number of
19 days of annual substitute service to be rendered by the retiree under the terms
20 and conditions of the agreement entered into by the retiree and the District.

21 5.15.3.3 A retired employee who fails to render the number of substitute
22 teaching days shall be required to reimburse the District, at the per diem
23 substitute teacher rate of pay, for the days of unfulfilled substitute service.
24 Failure to render the service for any other reason than personal illness or
25 genuine emergency in the retiree's immediate family, or failure to reimburse the
26 District for unfulfilled substitute service shall automatically result in: cancellation
27 of the retiree's medical insurance coverage option effective thirty (30) days after
28

1 the failure(s) occurred; and forfeiture of any portion of the annual lump sum
2 payment described in Section 5.15.3.2, above.

3 5.15.3.4 Upon submitting their letter of retirement the employee shall be
4 provided with a copy of the program description. A current employee desiring to
5 participate in this program shall notify the District in writing no later than August
6 15.

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

11 5.16 Miscellaneous Provisions

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

17 5.16.2 Summer school teachers shall receive compensation at an hourly rate
18 generated by multiplying 0.001 by the minimum teacher salary for the school
19 year immediately prior to summer school. Lead teachers shall be assigned
20 additional hours and will be paid at the hourly rate.

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

1 5.16.4 Middle School Substitute. In the event that a middle school substitute is
2 not available at a middle school and another teacher volunteers to cover the
3 class during a prep period. The teacher who covers the class shall receive the
4 hourly rate per 5.11.3.

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

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

18 5.16.5.1 Elementary Bargaining Unit Members

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

24 5.16.5.2 Middle School Bargaining Unit Members

25 The Parties agree to allow middle school bargaining unit members to leave
26 campus for the day after student dismissal on either two Wednesdays and one
27 staff meeting, two Fridays and one staff meeting, or one Wednesday and one
28 Friday and one staff meeting in exchange for completing the trainings. Each site

1 staff shall choose their dates with the approval of the site principal at a faculty
2 meeting in August/September.

3 5.16.5.3 Other Unit Members

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

7 5.17 Stipends

8 RSP/SDC: \$2,500

9 National Board Certification \$2,500

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

11 BCLAD Certificated Bilingual Teachers \$1,000

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

13 SLP, Psychologists and Counselors who use their language skills to perform their
14 job and demonstrate oral and written proficiency according to the district
15 bilingual assessment tool will receive a \$1,000 stipend

16 Title 1 School \$2,500

17 Montessori Certified Teachers Assigned to Montessori Schools/Programs
18 \$2,500

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

22 Middle School Athletic Director \$1,200 per session

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

24 5.18 Timecards

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

ARTICLE 6
HOURS

6.1 Work Day

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

- For the purposes of this section of the collective bargaining agreement, TK-8 refers to Parkside Montessori, North Shoreview Montessori and Fiesta Gardens

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

The District agrees to give each TK-5 and TK-8 schools funds sufficient to provide a 60-minute duty-free lunch for bargaining unit members. Bargaining unit members at each site in consultation with the principal, may, by majority vote of bargaining unit members, decide to have less than a 60 minute lunch, but not less than 50 minutes, and use the extra lunch period funds provided by the District for school-related purposes.

During their lunch period, unit members shall not be regularly assigned to student supervision duties except as might be required due to inclement weather or unforeseen problems. Unit members who are approved by the Principal to conduct parent conferences or are assigned to student supervision for any reason during their lunch period shall be

1 free to leave the work site at normal student dismissal time or thirty (30) minutes prior to
2 normal leaving time, whichever is later or be compensated on a timecard.

3 6.1.2 Personal Need Breaks. Unit members shall not be required to perform
4 instructional or other duties for unreasonable periods of time without a break for
5 personal needs. Should recess duty or rainy day schedule prohibit this break,
6 provisions for a break will be provided. The plan of coverage shall be developed
7 at a staff meeting in consultation with certificated personnel assigned to the
8 school. In the middle schools, the student passing time between periods will
9 satisfy this requirement. In TK-5 and TK-8 schools the sharing of student recess
10 period supervision generally satisfies this requirement. The site administrator
11 shall seek the advice and counsel of the site staff when scheduling recesses,
12 with the intent of providing reasonable daily breaks for personal needs.
13

14 6.1.3 Middle School and Elementary Preparation Time. In the middle schools
15 preparation time provision will be met by the practice of assigning teachers a
16 teaching responsibility with one period less than the number of periods in the
17 regular student day.
18

19 All TK-5 and TK-8 schools, after consultation with the staff, shall establish a
20 minimum of one hundred fifty (150) minutes per week during which teachers will not be
21 assigned to direct instruction or supervision of students.

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

24 6.1.4 Instructional Minutes. The regular instructional day for teachers shall meet the
25 following standards:

26 6.1.4.1 Teachers shall be responsible for daily instruction in grades 4-5 for not
27 less than 300 minutes.
28

1 6.1.4.2 Teachers shall be responsible for daily instruction in grades TK-3 for
2 not less than 280 minutes.

3 6.1.4.3 Middle School Teachers in a TK-8 shall be responsible for daily
4 instruction of not less than 300 minutes.

5 6.1.4.4 Preschool Special Day Class Teachers shall be responsible for daily
6 instruction of not less than 240 minutes.

7
8 Within the limits set forth in this section, the faculty and principal at each school
9 shall mutually agree on the length of the instructional day for unit members. If there is no
10 agreement between the faculty and the principal, the length of the teacher's instructional
11 day shall be not more than the minimum times stated above.

12 6.1.4.5 School sites will use their best efforts to provide classroom teachers
13 with at least 24 hours advance written notice of any new student joining their
14 class. Exceptions may be made for homeless youth, foster youth or children
15 of transferring military families when deemed necessary based on the
16 recommendation of district liaisons for such students. In the event that 24
17 hours' notice is not possible, the teacher will be paid on a time card up to 2
18 hours to prepare for the new student.

19 6.1.5 On days when unit members are scheduled to work and the students are not
20 scheduled to be present, the workday shall be the same as in 6.1. On days of
21 an emergency release of students or on minimum student days, the workday
22 shall be the same as in 6.1. When night meetings are required of unit members,
23 it shall be normal practice to release unit members when students are
24 dismissed, or when students are dismissed on the following day, as decided by
25 the site administrator, with input from the faculty, except when other normally
26 assigned duties or unforeseen problems prevent it.
27

28 6.1.6 It is understood that when unit members are required to travel to another site

on school business, they will be given 15 minutes travel in addition to their duty-free lunch period.

6.1.7 Early Release Time

The purpose of the accrued early release time is to support unit members so they may acquire and implement effective instructional practices to improve student learning. All unit members will meet in grade level, cross grade level and/or departmental teams on one (1) early release day per month. The early release time will be used for professional development, collaboration, and/or grade level, cross grade level and/or departmental instructional planning as determined by the grade level, cross grade level and/or departmental teams, and/or professional commitments as defined by the unit member, with input from the site administrator. Dates for such meetings will be determined by the grade level, cross grade level and/or departmental teams and shared with the site administrator prior to the meeting.

6.2 Starting and Dismissal Times

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

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

1 6.3 Other Duties

2 6.3.1 Required duties beyond the work day as defined in 6.1, shall include:

3 6.3.1.1 Back-To-School Night

4 6.3.1.2 Open House

5 6.3.1.3 Parent Conferences

6 6.3.1.3.1 It is understood that site administrators will make every reasonable
7 effort to schedule any of the above evening events of 6.3.1 for not more than
8 two (2) hours.

9 6.3.1.4 Faculty meetings of reasonable frequency and length. The District agrees
10 to work with school site administrators in an effort to streamline the length and
11 frequency of faculty meetings. A written faculty meeting agenda shall be provided
12 to the site staff at least 24 hours prior to the scheduled start of the meeting. The
13 agenda shall indicate the approximate length of the meeting and is intended to
14 last no longer than one hour.

15 6.3.1.5 IEP, SST and 504 Meetings. The district will use its best efforts to schedule
16 IEP, SST or 504 meetings during the work day, however some meetings may
17 need to be scheduled after the work day, or during teacher prep time, to
18 accommodate parents and other IEP, SST or 504 team members. Unit members
19 who are required to attend such meetings will be paid the hourly rate as defined
20 in 5.11.3.

21 6.3.2 Adjunct Duties

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

24 6.3.2.1 By August 30th of each school year, the principal will provide a list of site
25 specific adjunct duties and activities involving bargaining unit members that are
26 needed at the site. The principal will provide SMETA site reps the opportunity for
27 input to determine a method for equitable distribution of those activities among
28 the entire staff, taking into consideration all other non-teaching responsibilities.

1 6.3.2.2 If the distribution process does not result in all activities on the list being
2 covered, the principal will provide SMETA site reps the opportunity for input to
3 determine whether those activities are necessary, and if so, how they should
4 be covered.

5 6.3.2.3 Such service shall not exceed three (3) activities per unit member each
6 year; however, service in activities beyond this limit may be performed on a
7 voluntary basis at the sole discretion of the bargaining unit member. Unit
8 members who serve on a school site committee that meets three (3) or more
9 times per year and that is unpaid, such as school site council, PTA, ELAC
10 committee or the like, shall be deemed to have met the three (3) activity
11 requirement. Unit members who serve in activities other than committees, shall
12 cover three (3) activities, including but not limited to supervision or volunteering
13 for athletic events, dances, student performances, book fair family math night
14 and other school events on the site specific adjunct duties and activities list.
15 Service in activities beyond this limit shall be filled by volunteers only.

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

18 6.3.3 Such additional assignments shall not occur on days when unit members are
19 not otherwise on duty, unless unit members voluntarily agree.

20 6.4 Work Year

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

25 6.4.1 Psychologists will work the teachers' work year plus twenty (20) days, [total
26 two hundred six (206) days] and shall be paid pursuant to the schedule in
27 Appendices A, B and C.

28 6.4.2 The work year for Specialists (under Section 5.12.1) and Counselors may

1 exceed one hundred eighty-six (186) days. The Counselors will receive
2 compensation for additional days as per Section 5.11.2 and Specialists as per
3 Section 5.12.4.

4 6.4.3 Unit members new to the District may be required to serve two (2) days for
5 orientation in-service in addition to the work year of one hundred eighty-six
6 (186) days indicated in 6.4. The District may also require unit members new to
7 the District up to three (3) more days for in-service with per diem compensation.

8 6.4.4 Unit members who agree to additional hours of assignment shall receive
9 additional wages at the hourly rate as provided for in Sections 5.11.3 and
10 5.12.4.

11 6.4.5 Peer Assistance and Review joint panel members and consulting teachers
12 who attend required workshops/trainings not held on a workday will be
13 compensated at their per diem rate.

14 6.5 Job Sharing

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

17 6.5.1 All job-sharing arrangements shall require mutual written agreement between
18 the District and the unit employees involved, and participation in such program
19 shall be voluntary.

20 6.5.2 If two TK-8 classroom teachers wish to participate or continue in the job-
21 sharing program, a written request must be received in the Human Resources
22 Department by March 15 of the year preceding the school year in which the
23 teachers wish to share the job. The District will respond to job share
24 applications no later than June 1.

25 6.5.3 Full-time employees who accept a job-sharing assignment under the terms of
26 Section 6.5 may request to return to full-time assignment for a subsequent
27 contract year provided they notify the Human Resources Department no later
28 than February 15 of their desire to return to full-time status. The District shall

honor such request.

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

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

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

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

6.7 Professional Development

6.7.1 (Excluding ToSAs) The District will notify members who are asked to present at professional development days a minimum of **three** weeks in advance. At that time, the member and supervisor or **designee** shall agree on the amount of time needed to prepare for the presentation with the member having the option to complete the work during their contracted work day or compensated via timecard. Unit members may not be assigned to present for more than 6 9 hours of professional development per school year. Unit members may volunteer to present

1 more than 9 hours.

2 ***** TOSAs will meet with their supervisors or designee within the first month of
3 their work year to discuss their PD expectations for the year.

4 6.7.2 The unit member, including ToSAs, may seek outside professional
5 development, with their supervisor's approval, that will assist in their personal
6 assignment equivalent to the number of hours they presented for.

7 6.8 Middle School Block Schedule for Abbott, Bayside, Borel and Bowditch

8 6.8.1.Block Schedule

9
10 On a seven (7) period day, teachers will teach in the traditional schedule for
11 6 periods with one prep period. In the block schedule on Tuesdays and
12 Thursdays, teachers will teach odd number periods including 1,3,5 and 7. In
13 the block schedule on Wednesdays and Fridays, teachers will teach even
14 numbered periods including 2,4,6 and one advisory class. Each block class
15 period in the block schedule will be approximately 82 instructional minutes.
16

17 6.8.2 Prep Period and Instructional Planning Time

18 Teachers will have one prep period on a seven (7) period day. On block
19 schedule days teachers will have their assigned prep periods based on their
20 schedule, which is typically two (2) prep periods per week.

21 Teachers will have instructional planning time two times per week.

22 Efforts will be made to consider department common prep times for
23 collaboration when building the master schedule.
24

25 6.8.3 Advisory Periods

26 The block schedule will include two Advisory periods per week on
27 Wednesdays and Fridays. The Advisory period will focus on a variety of
28

1 topics such as social-emotional learning, digital citizenship/literacy, financial
2 literacy, and academic needs of students as determined by the site Principal
3 with input from staff. Advisory periods will not be graded.

4 The provided curriculum for advisory periods will be ready to implement,
5 requiring no additional planning or preparation from the teacher beyond
6 standard familiarization with the materials.
7

8 6.8.4 Attendance

9 Attendance will be taken and submitted through Aeries every period.
10 Teachers shall take attendance during the first 10 minutes of each class.

11 6.8.5 Buy Back Days

12 Buy Back Days will follow a minimum day schedule of periods 1-7 and
13 exclude Advisory. Buy Back Days will be given as compensation for Back to
14 School Night, Open House and State Mandated Training.
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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

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

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

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

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

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

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

reassigned, taking volunteers into consideration.

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

1 7.5.1.3 Unit members to be involuntarily transferred due to shifts in student
2 enrollment shall have the right to indicate preferences from a list of vacancies
3 and the employer shall consider such requests on the basis of District-wide
4 needs. When, in the judgment of the District, staffing needs can be met equally
5 well by two or more unit members who are subject to involuntary transfer due to
6 shifts in student population, the member with greater seniority within the District
7 shall have preferential choice of the assignments to be filled.

8 7.5.1.4 A unit member who must be involuntarily transferred due to shifts in
9 student enrollment shall have preference for vacancies over voluntary transfer
10 requests and/or other involuntary transfers. A vacancy is a position not currently
11 held by a probationary or permanent employee. The exercise of this right of
12 preference shall not require the transfer of unit members after school is in
13 session, nor the transfer of a unit member to a position for which, in the
14 judgment of the District, he/she is not well-qualified. The District has no
15 obligation to notify unit members, except as otherwise provided in this
16 agreement for the posting of vacancies.

17 7.5.2 Unit members may be involuntarily transferred for reasons other than shifts in
18 student enrollment, program changes, or unforeseen circumstances.

19 7.5.2.1 When, in the judgment of the Principal, unresolved matters involving a
20 unit member persist, the Principal shall conference with the unit member and
21 forewarn him/her that an involuntary transfer may be necessary.

22 7.5.2.2 If, after a conferencing with the unit member, the Principal or immediate
23 supervisor believes it is in the best interest of the school or department that the
24 unit member be involuntarily transferred, he/she shall submit a written request
25 to the Assistant Superintendent for Human Resources. The written request shall
26 state the reasons for the transfer. A copy of the written request shall also be
27 provided to the unit member.
28

1 7.5.2.3 The Assistant Superintendent shall give a written notice of involuntary
2 transfer, stating the reasons for the transfer, to the unit member no later than
3 twenty (20) work days prior to the effective date of the transfer.

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

11 7.5.4 Transfers will be made June 1 or two weeks prior to the last working day of
12 the school calendar, whichever is later. In the event a unit member receives a
13 transfer after June 1 or after two weeks prior to the last working day of the school
14 calendar, he/she may request up to four (4) days of release time for preparation.
15 This release time shall occur during the first forty-five (45) days of the new
16 assignment. In lieu of this release time, unit members may elect to prepare for
17 this change during non-school hours and will be compensated at the hourly rate
18 as provided for in Article 5.11.3 for up to thirty (30) hours.

19 7.5.5 No unit member shall be involuntarily transferred in more than two successive
20 years.

21 7.6 Voluntary Transfers

22 7.6.1 No later than January 15 of each year, the Assistant Superintendent for
23 Human Resources shall publish a reminder notice requesting unit members to
24 inform the Human Resources Department or the immediate supervisor they are
25 interested in a voluntary transfer on the appropriate District form. Responses
26 will be received and held in confidence in the Human Resources Department.
27 Such reminder notice shall indicate positions which may be available for the
28 following school year due to continued implementation of the state-funded

1 class-size-reduction program and/or increases in enrollment.

2 7.6.2 Vacant positions will be announced and posted in a District publication and on
3 the District's website throughout the calendar year. Between June 15 and
4 August 15, the posting time will be a minimum of five (5) calendar days prior to
5 the filling of the vacancy. The District shall provide vacancy announcements
6 and postings to the Association on a regular basis throughout the calendar year.

7 7.6.3 A unit member requesting a voluntary transfer shall make his/her interest
8 known to the Human Resources Department or the immediate supervisor by
9 submitting a Request for Transfer form by February 1. A unit member may
10 request a transfer after February 1, however, first consideration will be given to
11 those who request transfers by February 1.

12 7.6.4 The Assistant Superintendent for Human Resources or designee shall confer
13 with the unit member regarding his/her request and schedule a conference
14 between a site administrator or designee and unit member about the requested
15 vacant position(s).

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

21 7.7 Job Exchange

22 7.7.1 Intra-District. The District will consider requests from unit members with the
23 proper credentials for exchange assignments between schools for a period of
24 one year. The unit employees participating in this exchange shall be returned
25 to their previous school without loss of seniority after one year.

26 7.7.2 Inter-District. The District will consider requests from unit members with the
27 proper credentials for exchange assignments between Districts for a period of
28 one year. The unit member participating in this exchange shall be returned to

1 his/her previous school without loss of seniority, unless the unit member would
2 have been moved anyway.

3 7.8 Retraining

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

8 7.9 Release Time Option

9 Should more than one sub-article related to release time under 7.2.3, 7.2.4, 7.2.5 or
10 7.5.4 apply to a single unit member simultaneously, the unit member shall qualify for
11 release time under the sub-article which provides for the greatest amount of release time,
12 but shall not qualify for cumulative release time under more than one sub-article.

13 7.10 TK/K-8 School Sites

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

17 7.11 Job Postings

18 The District will keep all job listings posted until they are filled by a candidate who
19 will be employed by the District, i.e. positions temporarily held by contractors will remain
20 posted until filled.
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1 **ARTICLE 8**

2 **CLASS SIZE**

3 8.1 Measure B Class Size

4 8.1.1 The District shall staff schools utilizing the following ratios derived from
5 Measure B (1991), which provides funds, in part, to reduce class size as follows:

6 K-2 classes 25:1

7 3-8 classes 27:1

8
9 For grade 2/3 combination (split grade level) classes, the ratio which applies to grade 2
10 shall apply.

11 8.1.2 These ratios are understood to be the District ratios between the total number
12 of students enrolled and the total number of teachers with regular classroom
13 teaching responsibilities. These ratios shall be maintained subject to the
14 following provisions:

15
16 8.1.2.1 Schools with at least twenty-seven (27) excess students will receive one
17 additional teacher at any time of the school year up to March 1, if classroom
18 facilities are available. If no classroom facilities are available other relief
19 measures will be provided.

20 8.1.2.2 If no school is impacted under 8.1.2.1, the District is relieved from new
21 hiring as long as the District-wide ratio is not exceeded by fifty-one (51)
22 students.

23
24 8.1.3 These ratios may be altered only by mutual agreement in the event Measure
25 B funds become inadequate, or the termination of Measure B funding.

26 8.1.4 Should a School Site Council and faculty decide to restructure the school
27 program in such a way as to involve the Resource Specialist (RSP) teacher in
28

1 general education instruction, the RSP teacher at that school shall be given the
2 opportunity to transfer to another school that has no such restructuring. If no
3 such transfer is available or possible, the RSP teacher shall remain at that
4 school, and shall not be required to provide instruction to general education
5 students.

6 8.2 Middle School Student Contacts

7 8.2.1 The middle school student contact average will be 175 calculated as an
8 individual school site average (excluding the Special Day Class teachers,
9 Resource Specialist, Physical Education teachers, and Music teachers at the
10 site) with 185 as the individual teacher maximum student contacts.

11 8.2.2 The maximum daily student contact for a full time unit member with six (6)
12 separate teaching periods shall be 185 except for Physical Education and Music
13 which shall be 240.

14 8.2.3 The daily student contact maximum for part time unit members shall be a
15 prorated amount.

16 8.2.4 With the specific written consent of the unit member for each additional
17 student, the 185 maximum may be exceeded.

18 8.2.5 The provision of this section shall be subject to the condition stated in section
19 8.1.3.

20 8.2.6 Students in core classes will be counted in each period of the core class (for
21 example, a student in a two period core class will be counted twice). Further, a
22 student assigned to a teacher as a student classroom aide or as a peer helper
23 will be counted as a teacher contact.

24 8.2.7 Advisory Contacts The number of students enrolled in the Advisory periods
25 will be included in the teacher's overall number of middle school student
26

1 contacts. The total student count will equal the total number of student contacts
2 assigned to a teacher in periods 1-7 plus the number of students assigned to
3 Advisory. The number of students in Advisory will be counted as 2/5. (Total
4 Student Count=(# students in 6 teaching periods)+ (# students in Advisory x
5 2/5).
6

7 8.3 Exceptions to Maximum Middle Student Contact Hours

8 8.3.1 With the specific written consent of the unit member teaching Technology or
9 Electives, the 185 maximum student contacts may be exceeded, but not to
10 exceed 5 additional student contacts. The District will provide one (1) day of
11 release time to prepare report cards at the end of each grading period to a full
12 time Technology or Electives teacher whose student contact numbers are
13 greater than 185 students per grading period. These teachers may opt to take
14 the one day of release time in two ½ day increments.
15

16 8.3.2 With the specific written consent of the unit member teaching Physical
17 Education, the 240 maximum student contacts may be exceeded, but not to
18 exceed 10 additional student contacts. The District will provide one (1) day of
19 release time to prepare report cards at the end of each grading period to a full
20 time Physical Education teacher whose student contact numbers are greater
21 than 240 students per grading period. These teachers may opt to take the one
22 day of release time in two ½ day increments.
23

24 8.3.3 With the specific written consent of the unit member teaching Music, the 240
25 maximum student contacts may be exceeded, but not to exceed 10 additional
26 students. The District will provide assistance to full time Music teachers whose
27 student contact numbers are greater than 240 students per grading period. The
28 following options for assistance may be agreed to between the teacher and

Principal:

8.3.3.1 A Music classroom Instructional Aide to support the teacher up to two hours per day.

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

8.3.3.3 Any other creative ways developed by the teacher and Principal to aid the teacher(s) with student contacts greater than 240.

8.4 Middle School Counselors

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

8.5 Elementary Class Size

The District shall maintain class size as follows:

8.5.1 TK shall be staffed in accordance with state law:

10:1 student to adult ratio with a class size maximum of 20 students.

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

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

8.5.4 Elementary Physical Education classes at no more than 30 students.

8.5.5 Whenever it appears necessary to schedule a class(es) above these numbers, the site administrator shall request a review by the appropriate District administrator who shall make the determination as to whether to approve the overage. In the event the temporary assignment of a student causes a class to exceed the numbers above, a review of the situation is to be held within three

1 (3) school days between the site administrator and the appropriate District
2 administrator and appropriate action taken to relieve the situation.

3 8.5.6 If the numbers exceed those above, the unit member will complete a Staffing
4 Ratio Option Request Form (Appendix D) to determine type of additional
5 support. The unit member/Association, upon request, will be involved in any
6 review on a consulting basis.
7

8 8.6 Special Education Classes and Programs

9 8.6.1 Special Education classes and programs are to be staffed in accordance with
10 State law and the following recommended program standards: (1) Special Day
11 Classes (SDC) = 12 students for preschool, 12 students K-5, 15 students at
12 middle school; (2) Resource Specialist Programs (RSP) caseload = 28; and (3)
13 Designated Instruction Services Speech and Language (DIS-SLP) caseload =
14 55. Such staffing shall not be counted in the staffing ratios cited in 8.1. In the
15 event that a designated instructional service (DIS-SLP) unit member is assigned
16 an individual caseload in excess of 56 students, the unit member shall be
17 provided relief in the same manner as described in Section 8.6.2. Special
18 Education teachers will provide instruction and services as provided by law.
19 Special Education teachers will also be available for consultation and other
20 assistance to support classroom teachers.
21

22 8.6.1.1 If a certificated special education teacher has a concern about
23 inequity in their workload, she/he may meet together with the administrator
24 and a SMETA rep to discuss the situation and collaboratively work toward a
25 solution.
26

27 8.6.2 Special Education teachers will be provided with up to 4 release days per year
28 to complete legally required student documents. Release days must be

1 scheduled in accordance with the Substitute Reservation System on a Tuesday,
2 Wednesday, or Thursday. The teacher must remain on District property during
3 the release day. This program will be evaluated annually.

4 8.7 Support of Special Education Students in the General Education Setting

5 8.7.1 Prior to receiving a student enrolled in a Special Day Class into a General
6 Education Class, the unit member(s) including the general education and
7 special education teacher(s)) shall meet to review the student's IEP goals,
8 present levels and academic/behavior needs as well as to collaborate on
9 implementation of the IEP in the General Education setting. The unit member(s)
10 shall receive paid training necessary to work with the student(s) including but
11 not limited to how to modify instruction and curriculum and address behavioral
12 needs of students.
13

14 8.7.2 If required by the student's IEP, an instructional aide shall be present in the
15 general education classroom while the special day class student is in
16 attendance. A substitute aide shall be provided in the absence of the regular
17 aide.
18

19 8.7.3 Any special materials, supplies or equipment required by the special day class
20 student's IEP shall be provided by the District.

21 8.7.4 Each school site shall create a Special Education integration team, to include
22 the general education teachers receiving special day class students, the
23 appropriate special education staff working with the students, and the program
24 specialist (if any). The planning team shall meet on a regular basis (prior to
25 each grading period) during the work day to create, implement and coordinate
26 the successful integration of the students into the general education classroom.
27

28 8.7.5 Each Special Day Class student who is integrated into a general education

1 classroom for at least one core curriculum subject shall count in the student
2 load maximums for purposes of Section 8.5.5. Core curriculum subjects for
3 Elementary include ELA, Math, Science and Social Studies.

4 8.7.6 Unit members shall not be required to perform health assistance or medical
5 procedures on students unless specifically trained and certified for that purpose.
6 Any such training shall be voluntary, shall be conducted during the regular work
7 day, and at District expense. The District shall indemnify and hold harmless, in
8 accordance applicable Government Code sections, any unit member who has
9 been specifically trained and certified by the District to perform health care
10 services and who performs such health care services.

11
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
14 Day Class student prior to the placement of the student in a general education
15 class. If possible, the general education teacher shall be that teacher who is
16 projected to receive the Special Day Class student. Subsequently, the general
17 education teacher shall be consulted prior to the scheduling of IEP meetings.

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

22 23 8.8 Additional Staff

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

25 8.8.1 One-half (0.5) librarian/certificated person for each middle school
26 library/media center. The effect of this allocation shall be that a full-time unit
27 member assigned as a middle school librarian, in a seven (7) period day, or
28 block schedule, shall serve as librarian for three (3) periods, be assigned to

1 teach three (3) classes and have one (1) preparation period.

2 8.8.2 Two (2) nurses for the District.

3 8.8.3 One (1) psychologist for each one thousand (1,000) students.

4 8.9 Special Staffing Arrangements

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

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

14 8.10 Grade/Course Planning Meetings

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

19 8.11 Art Advisory Committee

20 In the 2025-26 school year, the District will establish a joint art advisory committee
21 to explore options related to Prop 28 funding and make recommendations by March 1,
22 2026 to both parties. Parties will address the recommendations through Spring reopener
23 negotiations for 2026-2027.

ARTICLE 9 EVALUATION

9.1 Purpose

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

9.2 Definitions

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

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

9.2.3 "Days" means evaluatee's working days.

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

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

1 Only certificated management personnel may have evaluator status.

2 9.2.6 “Formal Observation” means pre-scheduled classroom observation for the
3 purpose of structured communication with the unit member, including
4 completion of the “Observation of Classroom Teaching” form (See Appendix H).
5 In the event that two formal observations are required for an evaluation, a
6 reasonable amount of time shall separate the two formal observations to allow
7 the employee enough time to show improvement and both shall be completed
8 prior to the timelines indicated in section 9.3.8 of this agreement.

9
10 9.2.7 “Informal Observation” means brief unscheduled visits by administrator(s) for
11 the purpose of ongoing communication with unit members.

12 9.2.8 “Key Elements” means descriptors which define the specific expectations
13 within each standard.

14 9.2.9 “Standards” means the six California Standards for the Teaching Profession
15 as adopted by the California Commission on Teacher Credentialing October
16 2009.

17
18 9.2.10 “Written Report” means a statement in writing of the formal observation by
19 the evaluator. A copy of the statement is to be given to the unit member; one
20 copy is to be kept by the evaluator and one copy is to be placed in the unit
21 member’s personnel file. The unit member being evaluated is to sign the
22 statement. This signature does not indicate approval of the content, but rather
23 that the statement has been received.

24
25 9.2.11 “Final Evaluation” means a written summary statement on appropriate District
26 forms, based upon formal observation and other pertinent information to be
27 shared in a timely manner with the unit member being evaluated.

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

5 9.2.13 "Rubric" means the scale by which an employee is measured.

6 9.3 General Procedures

7 9.3.1 The evaluation process is designed to assist the unit member in improving
8 his/her performance and to acknowledge individual strengths. This can best be
9 achieved in a supportive, cooperative atmosphere. Ongoing informal
10 classroom visits by the site administrator/primary evaluator throughout the year
11 will foster this atmosphere, and will complement formal classroom observations.
12 The expectation is that administrators will devote as much time as needed to
13 support unit members in their professional development.

14 9.3.2 All temporary and probationary classroom teachers will be evaluated pursuant
15 to legal requirements using the process described in Section 9.4.

16 9.3.3 Permanent classroom teachers will be evaluated pursuant to legal
17 requirements using the process described in Section 9.5.

18 9.3.4 Permanent employees who are not classroom teachers will be evaluated as
19 indicated in section 9.6 of this agreement.

20 9.3.5 The standards referred to in this Article are the California Standards for the
21 Teaching Profession, 2009. A copy of these standards and their key elements,
22 as well as a written explanation of the evaluation process, will be given to all
23 unit members being evaluated by September 30. Unit members new to the
24 district will receive this information at the time of initial employment.

25 9.3.6 In the case of negative observation(s), or if any problems are noted, the
26
27
28

evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, specific recommendations for improvement, and employer assistance to implement such recommendations.

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

9.3.8 Timelines

	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

9.4 Evaluation of Probationary/Temporary Unit Members

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

9.4.1 First year Probationary/Temporary unit members will be evaluated on Standards #2- Creating and Maintaining Effective Environments for Learning and #4 - Planning Instruction and Designing Learning Experiences for All Students. Unit members shall identify key elements under each standard to focus on during the evaluation year. In addition, feedback may be provided on

all six Standards. By October 15th, the first year probationary/temporary unit members will meet with their evaluator to discuss the evaluation process.

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

The following format for formal observations will be followed:

9.4.1.1.1 Pre-observation Conference

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

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

1 year. In addition, feedback may be provided on all six Standards. By October
2 15th, the continuing Probationary/Temporary unit member will meet to review
3 the Standards of focus for the evaluation year.

4 9.4.2.1 A temporary unit member with more than three (3) years of service with
5 the District and who has met the standards, shall be evaluated using the same
6 procedures as permanent unit members.

7 9.4.2.2 There will be a minimum of two formal observations throughout the year.
8 The format will be the same as Section 9.4.1.1 above.

9 9.5 Evaluation of Permanent Unit Members

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

19 9.5.1 The primary focus in the evaluation of Permanent unit members shall be on
20 coaching, support, professional development and feedback related to the six
21 Standards.

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

1 9.5.2.1 Option I - By October 30th, the Permanent unit member will meet with
2 the site administrator/primary evaluator to set goals and to establish an
3 evaluation plan. The Permanent unit member will identify one or two Standards.
4 Unit members shall identify key elements under each Standard to focus on
5 during the evaluation year. One Standard or key element(s) may be added at
6 the discretion of the site administrator/primary evaluator in consultation with the
7 unit member. The Permanent unit member may then choose to focus only on
8 the administrator's selected Standard or key element(s). The overall evaluation
9 will address all six Standards and the unit member will focus on one or two
10 Standards. The following format will be used for formal observations:

11 9.5.2.1.1 Pre-observation Conference: Optional for permanent unit
12 members

13 9.5.2.1.2 Length of observation: Minimum of twenty continuous minutes

14 9.5.2.1.3 Post-observation Discussion: Except for unforeseen
15 circumstances, no later than three working days after observation

16 9.5.2.1.4 Post-observation Written Summary: No later than ten working
17 days after observation. Meeting to discuss this written observation is not
18 required

19 9.5.2.1.5 Frequency and Number of Formal Observations No more than
20 one observation in any five (5) day working period with a minimum of one
21 observation and maximum of three for Option I (more by mutual
22 agreement). For teachers referred to PAR program, the unit member may
23 request and receive more than one (1) formal observation. This request
24 must be made in writing and be provided to the evaluator by October 30th.
25 The limit on the number and frequency of observations shall not apply when
26 the unit member receives a 45-day Notice of Unprofessional Conduct or 90-
27 day Notice of Unsatisfactory Performance under Education Code §44938.
28

1 9.5.2.1.6 Observation feedback will be centered on, but not limited to,
2 identified Standards of focus so the feedback is meaningful. The site
3 administrator/primary evaluator will offer support, methods and/or ideas as
4 needed.

5 9.5.2.1.7 The administrator will offer continued support and coaching
6 through dialogue and informal classroom visits throughout the year.

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

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

1 9.5.2.2.2 Video or audio feedback. This method refers to the recording by
2 the teacher of an actual, live classroom episode on video or audio. The
3 focus could be on the teacher's behavior or students' reaction to the
4 improvements to classroom instruction. Such recordings are powerful in
5 that they allow the teacher to see themselves from the students'
6 perspective. The teacher's review of the taped records can involve the use
7 of some data collection or observation instrument. For example, the teacher
8 could chart frequencies of specified behaviors.

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

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

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

27 9.5.2.2.6 Observation and modeling of another teacher. The use of this
28 method involves the observation by the teacher of examples of high quality

1 teaching. Such observation, either in a class setting or on videotape allows
2 the teacher to compare their teaching with that of the expert. The
3 observation may be structured, in that the teacher knows prior to the
4 observation that they are looking at a specific dimension of teaching, or
5 unstructured, in that the teacher may be open to what they may discover.

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

13 9.5.2.2.8 Student and/or parent surveys.

14 9.5.2.2.9 Other methods as agreed to by the unit member and evaluator.

15 9.5.2.3 The Option II format will consist of the following:

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

24 9.5.2.3.2 Frequency and number of formal observations for Option II if any,
25 is determined by the evaluation plan selected.

26 9.5.2.3.3 Prior to the Permanent unit member's evaluation deadline, the unit
27 member shall complete a Self-Evaluation Report describing the progress
28

1 toward meeting established goals. Progress toward these goals shall be
2 the primary basis for evaluating the unit member.

3 9.5.2.3.4 For each year that the plan encompasses, the unit member and
4 administrator will complete the Evaluation Report, incorporating the unit
5 member's self-evaluation.

6 9.5.3 In the event of an unsatisfactory evaluation, the unit member will participate in
7 the Peer Assistance and Review (PAR) program and be evaluated during the
8 subsequent school year.

9 9.5.4 In the event that a unit member receives two (2) ratings of one (1) on the final
10 evaluation, the unit member may either self-refer to PAR or be re-evaluated the
11 subsequent year. (See Article 11.2.9)

12
13 Evaluation of Non-Classroom unit members who are not considered classroom
14 teachers, including, but not limited to, Counselor, Teachers on Special Assignment,
15 Librarians, Speech Therapists, and Psychologists, whose responsibilities cannot be
16 evaluated appropriately under the provisions of sections 9.4 and 9.5, shall be evaluated as
17 it reasonably relates to the fulfillment of their job responsibilities. (See Option III in Appendix
18 H)

19 9.6.1 The District will provide each of these employees with a written job description
20 in their evaluation year.

21 9.6.2 The District and the Association will develop and agree to all necessary forms.
22 Option III is the only option available for these employees.

23 9.7 Specific Procedures

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

26 9.7.1 Any written evaluation to be placed in the unit member's file shall be shared
27 with the unit member prior to placement in the file.

28 9.7.2 No written evaluation shall become a part of the unit member's file unless/until

1 the member has had an opportunity to sign the evaluation.

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

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

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

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

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

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

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

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

26 9.8 Evaluation forms

27 Evaluation forms may be found in Appendix H.
28

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

11 10.1.5 Whenever possible, a unit member must contact the Human Resources
12 Department as soon as the need to be absent is known, but in no event less
13 than two (2) hours prior to the start of the work day in order to permit the
14 employer time to secure a substitute, unless an emergency prevents
15 compliance. Failure to provide adequate notice may be grounds for denial of
16 leave with pay or for other disciplinary action.

17 10.1.6 In situations where a unit member is absent for less than a full day, he/she
18 will have sick leave deducted based on the length of time they are absent.

19 10.1.7 Unit members shall comply with the directions for the absence management
20 system.

21 22 10.2 Personal Necessity Leave

23 10.2.1 Unit members are entitled to use up to 10 days of their annual accumulated
24 sick leave during each school year for personal necessity as defined in 10.2.2.

25 10.2.2 Personal Necessity leave shall be limited to the following reasons:

26 10.2.2.1 Serious illness of a member of the unit member's immediate family.

27 10.2.2.2 An accident involving the unit member's person or property, or the
28 person or property of a unit member's immediate family.

10.2.2.3 Appearance in court.

10.2.2.4 Other personal necessities of a serious nature.

10.2.3 “No Tell Days”. Unit members may use six (6) personal necessity leave days

at their own discretion during any contract year, subject to prior notification to the site administrator. Should a substitute not be available to replace a unit member, an alternate day may be selected when a substitute will be available.

Before the utilization of personal necessity leave a unit member must obtain prior signature from the appropriate management person. “No Tell Days” may

not be used on three consecutive days, immediately before or after holidays,

immediately before or after school breaks, or on professional development

days. One (1) “No Tell Day” is unrestricted, and may be used immediately

before or after holidays and school breaks, or on professional development

days. Other leaves may not be used to extend time taken as “No Tell Days”

unless verification is provided to support other leaves.

10.3 Special Leave

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

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

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

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

10.3.4 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.

1 10.3.5 An access number is NOT required if “No tell” days are used.

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

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

6 10.4 Parental Leave With Pay

7 10.4.1 Pregnancy Disability Leave. A unit member who is expecting a child and in
8 the course of her pregnancy becomes unable to work according to the
9 member’s physician shall be entitled to a paid leave of absence for the period
10 of her disability not to exceed two (2) weeks. This leave shall be in addition to
11 any other leave entitlement provided to the unit member under the terms of this
12 Agreement and shall not be deducted from the unit member’s sick leave. In the
13 event that a leave of absence specifically for pregnancy disability is enacted by
14 the legislature, this provision shall be superseded by that legislation. Unit
15 members are otherwise entitled to use sick leave as set forth in 10.1.1, 10.1.2
16 and 10.2.3 for reasons caused or contributed to by pregnancy, miscarriage,
17 childbirth, and recovery therefrom on the same terms and conditions governing
18 leaves of absence from other illness or medical disability. Such leave shall not
19 be used for child care, child rearing, or preparation for child bearing, but shall
20 be limited to those disabilities as set forth above. The length of such disability
21 leave, including the date on which the leave shall commence and the date on
22 which the duties are to be resumed, shall be determined by the unit member
23 and the unit member’s physician.

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

1 10.4.3 A unit member on leave for pregnancy reasons shall be entitled to return to
2 a position comparable to that held at the time the leave commenced.

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

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

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

19 10.4.6.1 For mothers, the 12 week child bonding leave shall commence at the
20 conclusion of any pregnancy disability leave.

21 10.4.6.2 For non-birthing parents, the 12 week child bonding leave shall
22 commence on the first day of such leave and run concurrently with Family Care
23 Leave described in section 10.6 below.

24 10.4.6.3 Pursuant to Education Code section 44977.5, if an employee
25 exhausts his/her accumulated sick leave prior to expiration of the 12 week child
26 bonding leave, s/he shall be entitled to extended sick leave differential pay as
27 provided in section 10.1.3 above for the balance of the 12 week period.
28

1 10.4.6.4 Pursuant to the CFRA, child bonding leave must be completed within
2 one year of the birth, adoption, or foster care placement of a child.

3 10.4.6.5 The District must be provided with at least thirty (30) days prior notice
4 of intent to take child bonding leave, except in the case of emergency.

5
6 10.5 Parental Leave Without Pay

7 10.5.1 Leave without pay may be granted to a unit member for preparation for child
8 bearing and child rearing.

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

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

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

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

25 10.6 Family Leave

26 The District shall comply with the California Family Rights Act and the Federal
27 Family and Medical Leave Act.

1 10.7 Bereavement Leave

2 10.7.1 A unit member shall be entitled to a maximum of three (3) days leave of
3 absence, without loss of salary on account of the death of any member of his/her
4 immediate family including pregnancy loss. Five (5) days of leave shall be
5 granted if travel out-of state or travel of more than 300 miles within the state is
6 required. Such leave is in addition to sick leave provided under Section 10.1.
7 An additional two (2) days of Personal Necessity Leave may be granted for
8 bereavement purposes defined herein.

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

15 10.7.3 Bereavement leave shall be granted upon receipt in the Human Resources
16 Department of a statement of absence designating bereavement and duly
17 requested by the employee and his/her administrator.

18 10.7.4 The Assistant Superintendent for Human Resources may, upon request,
19 grant bereavement leave in special circumstances for the death of an individual
20 not identified under Section 10.7.2.

21 10.7.5 Upon the approval of the Superintendent or designee, two (2) additional days
22 may be granted upon written request when hardship is involved in travel or
23 handling the affairs of an estate.

24
25 10.8 Industrial Accident Leave

26 10.8.1 Unit members will be entitled to industrial accident leave according to
27 Education Code §44984 for personal injury, which has qualified for workers'
28 compensation insurance.

1 10.8.2 The benefits in this paragraph are in addition to sick leave benefits.
2 Accordingly, the employer shall not deduct accumulated sick leave from the sick
3 leave allotment of a unit member who is absent as the result of an industrial
4 accident or illness until the unit member has exhausted his/her right to industrial
5 accident or illness leave.

6 10.8.3 Such leave shall not exceed sixty (60) days during which the schools of the
7 District are required to be in session or when the employees would otherwise
8 have been performing work for the District in any one fiscal year for the same
9 industrial accident.

10 10.9 Legal Duty Leave

11 10.9.1 Unit members will be provided leave for regularly called jury duty and to
12 appear as a witness in court, other than as a litigant, for reasons not brought
13 about through the connivance or misconduct of the unit member.

14 10.9.2 If the unit member will receive pay for serving jury duty or making a court
15 appearance, the unit member shall submit that payment to the District.
16 However, the unit member shall retain any amount received as reimbursement
17 for transportation and parking.

18 10.9.3 The unit member shall submit proof of jury duty service or court appearance
19 to the Human Resources Department through his/her immediate supervisor.
20

21 10.10 Sabbatical Leave

22 10.10.1 After completing seven (7) full school years of service in paid status, a unit
23 member will be eligible to apply for sabbatical leave for the purpose of
24 study/training related to professional development. In most cases, this
25 study/training will occur at an accredited college or university. The sabbatical
26 leave will not exceed a one year period. It may also be granted in separate six-
27 month periods provided that such leave is commenced or completed within a
28

three-year period.

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

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

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

10.10.5 The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to the following provisions: (a) a stipulation to a post-leave service of not less than two (2) full years for a full year of leave, and one (1) full year for a one-half year leave; (b) the description of the sabbatical program; and (c) appropriate reporting procedures as may be designated by the Superintendent or designee. Should the unit members' approved sabbatical leave be interrupted by accident, illness, or death in the family, established by evidence, will not constitute a breach of the conditions of such leave, or prejudice the unit member's right to receive all benefits provided

1 under this provision. If illness, injury or death, established by evidence,
2 prevents the unit member from fulfilling his/her agreement to return to service
3 in the District as per (a) above, no repayment of leave salary shall be required.
4 Upon return from sabbatical leave, the unit member will be assigned to an
5 appropriate position and insofar as possible, the employee's preferences will be
6 considered in such assignment. Should the proposed assignment be made to
7 a different position or school from which one-half year leave was taken, such
8 assignment shall be in accordance with the transfer provisions of Article 7.

9 10.10.6 Sabbatical leave for bargaining unit members shall not exceed two percent
10 of bargaining unit staff nor one percent of the bargaining unit salaries in any
11 fiscal year.

12 10.10.7 The unit members who are granted sabbatical leave will be required to post
13 a bond. The bond will guarantee a return to District service for not less than
14 twice the period of the sabbatical leave and in case of failing to return, to repay
15 the District sabbatical leave salary proportionate to the time for which service is
16 not rendered.

17 18 10.11 Leave Without Pay - Part-time

19 10.11.1 Part-time leave-without-pay may be granted to a unit member if in the
20 judgment of the site administrator and the Assistant Superintendent for Human
21 Resources such leave has no negative impact on the school/department or the
22 District.

23 10.11.2 The unit member shall make request for such leave to the Assistant
24 Superintendent for Human Resources with the written recommendation of the
25 site administrator by February 1 of the school year preceding the school year in
26 which the unit member wants to take part-time leave.

27 10.11.3 Part-time employees will be expected to attend the following: parent
28 conferences, Open House, and Back-to-School Night. Other responsibilities

1 shall be mutually agreed upon by the unit member and the unit member's
2 immediate supervisor.

3 10.11.4 Compensation and all benefits will be provided on a pro-rata basis.

4
5 10.12 Other Leaves Without Pay - Full-time

6 10.12.1 Upon recommendation of the Superintendent or designee and approval by
7 the Board of Trustees, leave without compensation or salary increment, or
8 seniority may be granted to a unit member with permanent status for a period
9 of one school year. Such leaves may be granted for purposes such as service
10 in the Peace Corps or in an elected public office, professional study or research,
11 overseas teaching assignment, or personal hardship. At the request of the unit
12 member an extension of leave of absence may be granted for one additional
13 year.

14 10.12.2 The application for granting of such leaves of absence must be in writing,
15 and received by the Assistant Superintendent for Human Resources by
16 February 1 of the school year preceding the school year in which the unit
17 member wants to take the leave. This date requirement may be waived by the
18 Assistant Superintendent for Human Resources in special circumstances. In
19 addition, a unit member already on such leave shall notify the Human
20 Resources Department by February 1 of the school year in which he/she is on
21 leave as to an intent to return to employment in the District. The Human
22 Resources Department shall send a written reminder of the February 1 deadline
23 to the unit member by January 15. Failure of the unit member to so notify may
24 be considered an abandonment of position.

25 10.12.3 Unit members on leave of absence without pay shall remain eligible to
26 participate in District health, dental and life insurance programs at their own
27 expense.
28

1 10.13 Military Leave

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

5 10.14 Catastrophic Leave – Eligibility

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

8 10.14.1 The unit member or a member of his/her immediate family (as defined in
9 Section 10.7.2 of this Article) is suffering from an incapacitating illness or injury
10 which is expected to continue for an extended period of time, as verified by the
11 appropriate physician, and which prevents the unit member from performing
12 his/her regularly assigned work. Verification shall set forth the diagnosis,
13 prognosis and expected length of absence.

14 10.14.2 The time off work must create a financial hardship for the unit member
15 because he/she has exhausted all accumulated sick leave and any other paid
16 time.

17 10.14.3 Unit members will not be eligible to use catastrophic leave credits unless
18 they have previously donated sick leave credits to the reserve. Previously
19 donated as used in this paragraph means having donated sick leave credits
20 during the period as defined in 10.15.3 below.

21 10.14.4 Eligibility for catastrophic leave credits shall run concurrently with sick leave
22 with partial pay pursuant to Article 10.1.3, Extended Sick Leave, but in no event
23 longer than twelve consecutive calendar months following the exhaustion of
24 fully paid sick leave.

25 10.14.5 Catastrophic leave credits may be used only in full-day increments.

26 10.14.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of
27 no more than 30 duty days (days that the unit member is expected to be on
28 duty.) Unit members may submit requests for extension of withdrawals as their

1 prior grants expire. A unit member's withdrawal from the bank may not exceed
2 the statutory maximum period of 12 consecutive months.

3
4 10.15 Procedure for Contributing Sick Leave Credit

5 10.15.1 Unit members may contribute not more than one sick leave day in any one
6 fiscal year.

7 10.15.2 Contributions of sick leave credits are irrevocable and shall be for a full day
8 only.

9 10.15.3 Only unit members who are current in their contribution to the Catastrophic
10 Leave Bank are eligible to use it.

11 10.15.4 All unit members may opt to join the Catastrophic Leave Bank until June 30
12 of the year in which they become permanent employees by executing an
13 enrollment form provided by the District. New employees will be given an
14 enrollment form by the District and will indicate their desire to enroll, to defer the
15 decision, or to decline to enroll. However, employees who defer or decline
16 enrollment may change their decision and opt to enroll at any time before the
17 end of their first year of permanent employment by executing the enrollment
18 form and contributing one day of sick leave. Any employee who fails to return
19 the enrollment form by June 30 of their first year of permanent employment will
20 be deemed to have declined enrollment until the next open or low-threshold
21 enrollment period.

22 10.15.5 Low threshold enrollment – When the sick leave bank number falls below
23 the threshold number, a low threshold enrollment will be held as determined by
24 the Catastrophic Committee, where all unit members will be required to
25 contribute an additional day to continue to participate. Sick leave credits may
26 only be contributed during a low threshold open enrollment period specified by
27 the Joint Association-District Catastrophic Leave Committee. Unit members
28 who do not contribute during such open enrollment period may no longer

1 participate in the Catastrophic Leave program and may not contribute or be
2 eligible to use the bank until their participation has been initiated or restored by
3 contributing during the next low threshold open enrollment period.

4 10.15.5.1 If a minimum of seventy-five (75) unit members fails to contribute sick
5 leave credits to the leave bank in two consecutive open enrollments, the
6 catastrophic leave provision in this article shall automatically be rescinded and
7 any unused sick leave credits in the catastrophic leave reserve shall be
8 returned, on a proportionate basis if need be, to those who donated credits and
9 who did not use any catastrophic leave benefits.

10 10.16 Joint Association-District Catastrophic-Leave Committee

11 10.16.1 A Joint Association-District Committee comprised of two representatives
12 and an alternate of each party shall administer the provisions of this article.

13 10.16.2 The joint committee established by this section shall include the following
14 duties:

15 10.16.2.1 Determine that the unit member is eligible for catastrophic-leave.
16 Determine the number of days to be granted, if any, considering such factors as
17 the anticipated duration of the illness, and previous use of sick leave and leave
18 pursuant to this section.

19 10.16.2.3 Establish procedures for requesting and for donating catastrophic-
20 leave credits. Any procedures established shall have the express approval of
21 both parties. The committee shall act prudently to ensure that a sufficient
22 number of days are in the catastrophic-leave bank to meet anticipated needs.

23 10.16.2.4 Approve and designate appropriate forms for donating and requesting
24 catastrophic-leave credits.

25 10.16.2.5 Determine method of proration for sick-leave days returned to donor
26 upon discontinuance of program.
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1 10.16.2.6 Committee members shall be bound by appropriate rules of
2 confidentiality.

3 10.16.3 The joint committee may request that an applicant for catastrophic-leave
4 apply for STRS disability allowance in lieu of using the leave provided in this
5 section.

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7 10.17 Catastrophic Leave Miscellaneous

8 10.17.1 Unit members do not accrue sick leave while using catastrophic-leave
9 credits.

10 10.17.2 Unit members receiving workers' compensation benefits for industrial
11 illness/injury shall not be entitled to use catastrophic-leave credits provided in
12 this section.

13 10.17.3 Approval or denial of catastrophic-leave requests by the joint committee
14 shall be final, and not be subject to appeal or subject to the provisions of Article
15 3 - Grievance Procedure of this Agreement.

16 10.17.4 District-paid health and welfare benefits shall end when extended disability
17 leave (differential pay) provided in Section 10.1.2 of this article would have
18 ended had catastrophic leave not been granted. Unit members using
19 catastrophic-leave credits beyond the five months of disability leave may
20 continue health and welfare benefit coverage by paying the appropriate
21 premiums.

22 10.17.5 Catastrophic leave, if granted, shall not commence until all sick leave is
23 exhausted, or ten days after illness commences, whichever is later.

24 10.17.6 Certificated management personnel may participate in Catastrophic Leave
25 Bank under terms and conditions as specified in this Article.

26 10.18 Pandemic Sick Leave

27 10.18.1 Upon the expiration of SB114, "Employment COVID-19 Supplemental Sick
28 Leave", the District will provide unit members who test positive for COVID 19,

1 and must isolate with up to 10 (ten) days of paid sick leave that is not deducted
2 from an employee's accumulated sick leave with proof of a positive test and/or
3 a note from a health provider.

4 10.19 Reproductive Loss Leave - Unit members shall receive Reproductive Loss
5 Leave in accordance with Government Code section 12945.6.
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ARTICLE 11
TEACHER SUPPORT PROGRAM

11.1 Teacher Support Program

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

11.1.1 The San Mateo-Foster City School District and the San Mateo Elementary

Teachers Association (SMETA) are committed to the goal of providing the highest quality education to all students. More than any other single factor, teachers influence what students learn and how well they learn. All teachers, must focus on continuous improvement in their professional practice. Therefore, both the District and the Association agree to cooperate in the design and implementation of a professional development program to improve the quality of instruction through expanded and improved professional development, peer assistance, and professional accountability.

11.1.2 Furthermore, this program enables the District to coordinate its employment

policies and procedures with its activities for professional development, the California Teacher Induction and the Performance Based Evaluation System for certificated employees.

11.2 Definitions

11.2.1 “Teacher Support Program” is the term used to identify the umbrella for the

Professional Development Program, which includes Induction and the Peer Assistance and Review Program (PAR). (See Appendix I)

11.2.2 “PAR” means the Peer Assistance and Review Program.

1 11.2.3 "PAR Panel" means the panel that serves as the governing body for the PAR
2 program, and determines program guidelines that are consistent with this
3 agreement.

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

7
8 11.2.5 "Participating Teacher" is a teacher who may either be a voluntary participant
9 or a referred teacher.

10 11.2.6 "Voluntary Participating Teacher" means a teacher who chooses to
11 participate in the PAR Program and is seeking assistance and who is not in the
12 Induction program.

13 11.2.7 "Referred Participating Teacher" means a teacher referred by the Principal
14 to receive assistance as a result of an unsatisfactory final evaluation.

15
16 11.2.8 "Unsatisfactory Evaluation" means not meeting the California Standards for
17 the Teaching Profession as defined in Article 9, section 9.2.12. Areas of need
18 that do not constitute subject matter knowledge or teaching strategies shall not
19 qualify a teacher to be referred to the PAR Program.

20 11.2.9 "Self-Referred Participating Teacher" means a teacher who receives one
21 rating of one (1) on the final evaluation and who self-refers to PAR or chooses
22 to be re-evaluated the following year. (See Article 9.5.4)

23 24 11.3 The PAR Panel

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

28 11.3.1 The PAR Panel consists of seven (7) members, the majority of which are four

1 (4) teachers selected by the Association. District Administration shall have three
2 (3) members selected by the Superintendent or designee. The Panel shall
3 annually select a chairperson for the Panel. The Panel shall decide whether
4 the chairperson should be from among teacher members or administrative
5 members, or alternate the responsibility.
6

7 11.3.2 The PAR Panel will establish its meeting schedule. Meetings may take place
8 during the regular workday, in which members of the Panel will be released from
9 their regular duties. If, in carrying out their responsibilities as members of the
10 Panel, teachers find it necessary to work beyond the regular workday or work
11 year, they will be compensated for such additional work in accordance with this
12 agreement. Minutes shall be kept for each meeting. Minutes shall be kept in
13 the Education Services Department at the District Office.
14

15 11.4 Responsibilities of the PAR Panel

16 11.4.1 Establish Protocols for Consulting Teachers.

17 11.4.2 Select Consulting Teachers

18 11.4.3 Establish Protocols for Consulting Teachers.

19 11.4.4 Notify, in writing, all participants in the PAR Program (Referred Participating
20 Teacher, Consulting Teacher and Site Administrator).

21 11.4.5 Adopt Rules and Procedures for the PAR Program.

22 11.4.6 Distribute, annually, copies of the Adopted Rules and Procedures to all
23 bargaining unit members and administrators.
24

25 11.4.7 Establish the application procedure for Consulting Teachers.

26 11.4.8 Review documentation submitted by the Consulting Teachers.

27 11.4.9 Make recommendations to the Governing Board of Trustees regarding
28 Referred Participating Teachers' progress in the PAR Program.

1 11.4.10 Conduct an annual evaluation of the impact of the PAR Program and make
2 recommendations to improve the program which may include recommendations
3 regarding the effectiveness of a consulting teacher.

4 11.4.11 Develop the format for the Consulting Teacher's Final Report.

5 11.4.12 Develop a timeline consistent with the Collective Bargaining Agreement.

6 11.4.13 Facilitate the match between Participating Teacher and Consulting
7 Teacher.
8

9 11.4.14 Use forms that are mutually agreed upon by the District and Association.

10 11.5 Annual Training

11 The PAR Panel is responsible for providing annual training for the TSP Panel
12 members and for providing training for Consulting Teachers prior to participation in the
13 Teacher Support Program.

14 11.5.1 Annual Training for the PAR Panel may include: Team Building, Oral
15 Communication Skills, Adult Learning Theory, Due Process, Formative
16 Assessment using the California Standards for the Teaching Profession,
17 Observation Techniques, Documentation and Report Writing and review of the
18 Collective Bargaining Agreement.
19

20 11.5.2 Annual Training for Consulting Teachers may include: Developmental
21 Stages of Teachers, Characteristics of Consulting Teachers, Formal Case
22 Study Presentations, Observation Techniques, Effective Communication Skills
23 and Conferencing Strategies, Adult Learning Theory, Documentation and
24 Report Writing, Developing a Supportive and Collegial Relationship, Mentoring
25 and Coaching Skills, Formative Assessment using the California Standards for
26 the Teaching Profession, Assessment Strategies, and Intervention Strategies.
27

28 11.5.3 Annual Training for Site Administrators may include: Formative Assessment

1 using the California Standards for the Teaching Profession, Working with
2 Consulting Teachers, and Incorporating Evaluation with PAR.

3 11.6 PAR Report to the Board of Trustees

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

9 11.7 Annual Evaluation of The PAR Program

10 The PAR Panel shall annually evaluate the impact of the Peer Assistance and
11 Review Program in order to improve the program. The PAR Panel shall submit the
12 evaluation and any recommendations for improvement to SMETA and the Assistant
13 Superintendent of Human Resources.

14 11.8 Consulting Teachers

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

20 11.8.1 Application Process for Consulting Teachers

21 11.8.1.1 Application forms for the position of Consulting Teacher shall be
22 available from the District and SMETA. The District and SMETA shall jointly
23 notify all employees in the District that the PAR Panel is seeking applications
24 for Consulting Teachers. Unit members shall submit an application form within
25 the required timelines established by the PAR Panel for the application process.
26 In addition to submitting a completed application form, each candidate is
27 required to submit the following documents for consideration:
28

11.8.1.1.1 A reference from a site administrator or immediate supervisor

11.8.1.1.2 A reference from a colleague

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

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

11.8.1.2.2 An oral interview

11.8.1.2.3 A written activity

11.8.2 Qualifications for Consulting Teachers

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

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

11.8.2.1.2 Demonstrated exemplary teaching ability

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

11.8.2.1.4 Ability to effectively communicate orally and in writing

11.8.2.1.5 Ability to work with adults

11.8.2.1.6 Demonstration of strong interpersonal skills

1 11.8.2.1.7 Ability to work within established timelines

2 11.8.2.1.8 Understanding of the Collective Bargaining Agreement

3 11.8.2.1.9 Ability to work cooperatively and effectively with colleagues

4 11.8.2.2 Consulting teachers shall be selected by a majority vote of the PAR
5 Panel after candidates have completed the application process. All applications
6 and references shall be treated with strict confidentiality. Candidates who are
7 not accepted as Consulting Teachers shall be notified in writing.

8 11.8.3 Number of Consulting Teachers

9 11.8.3.1 The number of Consulting Teachers will be determined by budgetary
10 constraints and the number of teachers participating in PAR.

11 11.8.3.2 The Consulting Teacher caseload maximum is 25 participants.

12 11.8.3.3 Participants are weighted according to the ratio 2 to 1. Referred or
13 Self-Referred participants are equal to two (2) Voluntary or Induction
14 participants.

15 11.8.3.4 Participants are assigned in the following order: Referred, Self-
16 Referred, then Voluntary and Induction candidates.

17 11.8.4 Responsibilities of Consulting Teachers

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

22 11.8.4.1 Consulting Teacher's Responsibilities to Referred Participating
23 Teacher:

24 11.8.4.1.1 Set and discuss improvement goals with the Participating
25 Teacher

1 11.8.4.1.2 Collaborate in the development of an Assistance Plan which
2 includes mutually agreed upon performance goals and a process for
3 determining successful completion of the assistance plan

4 11.8.4.1.3 Conduct multiple observations of the Participating Teacher for
5 the purpose of providing specific immediate feedback

6 11.8.4.1.4 Meet with the Referred Participating Teacher and the primary
7 evaluator as defined in Article 9.2.5

8 11.8.4.1.5 Demonstrate exemplary practice to the Participating Teacher

9 11.8.4.1.6 Use District and other resources recommended by the
10 Consulting Teacher to assist the Participating Teacher

11 11.8.4.1.7 Monitor the progress of the Referred Participating Teacher
12 maintain a written record, discuss the Participating Teacher's progress with
13 him/her and share all written reports with the Participating Teacher

14 11.8.4.1.8 Document all observations, visitation, and meetings with the
15 Referred Participating Teacher

16 11.8.4.1.9 Make status reports to the TSP Panel.

17 11.8.4.1.10 The Consulting Teacher shall submit a final report to the PAR
18 Panel. Prior to submitting the report to the Panel, the Consulting Teacher
19 shall share the report with the Participating Teacher to obtain his/her
20 signature.

21 11.8.4.2 Consulting Teacher's Responsibilities to Self-referred and Voluntary
22 Participating Teachers:

23 11.8.4.2.1 Set and discuss improvement goals with the Participating
24 Teacher.

25 11.8.4.2.2 Conduct multiple observations of the Participating Teacher for
26 the purpose of providing specific immediate feedback.

27 11.8.4.2.3 Demonstrate exemplary practice to the Participating Teacher.
28

1 11.8.4.2.4 Use District and other resources recommended by the
2 Consulting Teacher to assist the Participating Teacher.

3 11.8.4.3 Consulting Teacher's Responsibilities to the Induction Candidate:

4 11.8.4.3.1 Provide assistance and coach teachers in the first or second year
5 of the Induction.

6 11.8.4.3.2 Maintain weekly contact with Induction Candidate.

7 11.8.4.3.3 Conduct formal observations for the purpose of providing
8 immediate and specific feedback.

9 11.8.4.4 Term of Consulting Teachers

10 11.8.4.4.1 The term for a Consulting Teacher may be up to five (5) years.

11 11.8.4.4.2 Some initial terms may be shorter or longer to stagger positions.

12 11.8.4.4.3 A teacher may not be appointed to an administrative position in
13 the District while serving as a Consulting Teacher.

14 11.8.4.4.4 A Consulting Teacher must return to the classroom for at least
15 one year before reapplying to become a Consulting Teacher.

16 11.9 Teacher Participation in PAR

17 11.9.1 Voluntary Participating Teacher

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

26 In the event that the Consulting Teacher does not have the subject matter expertise,
27 or is not an appropriate match for the Participating Teacher, The Panel may designate an
28

1 exemplary teacher to support this teacher. The designee will have the same criteria as the
2 Consulting Teacher, but will be paid on an employment agreement at the hourly rate
3 established in this agreement.

4 11.9.2 Referred Participating Teacher

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

10 Since the Referred Participating Teacher will be working closely with the Consulting
11 Teacher for a period of time, it is important that the Referred Teacher feel comfortable with
12 the teacher providing assistance. The Referred Teacher may have input in selecting one
13 or more Consulting Teachers to provide assistance.

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

16 11.10 Procedures for Providing PAR to a Referred Teacher

17 11.10.1 The Consulting Teacher's assistance and review shall focus on the specific
18 areas recommended for improvement by the Referred Teacher's Principal, as
19 reflected in the formal evaluation.

20 11.10.2 Performance goals shall be mutually agreed upon and in writing and aligned
21 to the California Standards for the Teaching Profession.

22 11.10.3 The Consulting Teacher and the Principal shall work cooperatively to
23 coordinate the assistance provided to the Referred Teacher. The Referred
24 Teacher shall have the right to be present anytime the Consulting Teacher and
25 the Principal meet regarding the Referred Teacher.

26 11.10.4 The Consulting Teacher and the Referred Teacher will meet to discuss and
27 develop a plan for assistance, based on recommended areas of improvement
28 outlined by the Principal. The assistance plan will define the types of assistance

1 to be provided by the Consulting Teacher.

2 11.10.5 By December 1 of each year or after at least ten (10) weeks of assistance,
3 the Consulting Teacher will complete a written report regarding the teacher's
4 participation in the PAR Program. The report shall consist of a description of
5 the assistance provided to the Referred Teacher and a description of the
6 results/impact of the assistance in the targeted areas.

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

10 11.10.6 Before April 1 of each year or after at least twenty (20) weeks of assistance,
11 the Consulting Teacher shall prepare a final report for the PAR Panel to review
12 with a copy also submitted to the Referred Teacher and the Principal.

13 11.10.7 The results of the teacher's participation in the PAR Program shall be made
14 available as part of the Referred Teacher's annual evaluation. The evaluating
15 Principal shall have the discretion as to whether, and how to use the results in
16 the formal evaluation. The Consulting Teacher's report shall be made available
17 to the District for placement in the Referred Teacher's personnel file if
18 referenced by the Principal in the formal evaluation.

19 11.10.8 The Referred Teacher will continue participating in the PAR Program until
20 the PAR Panel determines the teacher no longer benefits from participation in
21 PAR, or the teacher receives a satisfactory evaluation, or the teacher is
22 separated from the District. The District has the sole authority to determine
23 whether the Referred Teacher has been able to demonstrate satisfactory
24 improvement.

25 11.11 Protections from Liability

26 The District agrees to indemnify and hold harmless the Association, any Association
27 members on the PAR Panel, and Consulting Teachers from liability arising from their
28 participation in the PAR Program, as provided in the Education Code Section 44503, and

1 Government Code § 820.2. Functions performed pursuant to this program by bargaining
2 unit employees shall not constitute either management or supervisory function. The
3 Consulting Teacher shall be entitled to all rights of bargaining unit members.

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ARTICLE 12
SAFETY CONDITIONS OF EMPLOYMENT

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

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

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

12.2 Power Outage

12.2.1 In the event of a power outage at a school site that is not resolved by 6:45am. the affected site will be closed for the day.

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

12.3 Maintenance

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

12.3 Work Space

Each unit member is entitled to an appropriate workspace. Each unit member who travels from site to site shall be assigned a workspace. The workspace must have the facilities and space appropriate to the function and requirements of the position. The site administrator shall have the primary responsibility for providing these facilities and for working with unit members to resolve issues related to workspace. A unit member who is not able to resolve workspace issues in a satisfactory manner with the site administrator

1 has the right to meet with the Assistant Superintendent for Human Resources to resolve
2 workspace issues.

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

9 10 12.4 Student Discipline Policies

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

15 12.4.2 The school site administration shall publish and distribute a copy of the site's
16 student discipline policy to the staff.

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

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

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

28 12.4.3 At the beginning of each work year, the District shall publish and distribute to

1 all staff a copy of "Responsibilities and Rights" or similar document describing
2 the District's student discipline policies.

3 12.4.4 The employer shall notify unit members, in accordance with Education Code
4 §49079, of any pupil who has engaged in or is reasonably suspected to have
5 engaged in any of the suspendable or expellable acts.

6 12.4.5 Disruptive Actions by Students Unit members may send to the appropriate
7 administrator those students whose actions are disruptive to his/her classroom
8 instructional program. Should the student refuse to comply, the administrator
9 shall be so notified and appropriate action shall be taken to remove the student
10 from the immediate environment.

11 12.4.6 Student Suspension

12 12.4.6.1 A teacher may suspend any student from the teacher's class for any of
13 the acts enumerated in Education Code Section 48900 and 48910 for the day
14 of the suspension and the day following. The teacher shall report the
15 suspension to the responsible administrator for appropriate action. As soon as
16 possible, the student's parent/guardian will be asked to attend a conference
17 with the teacher and an administrator regarding the suspension. The student
18 shall not be returned to the class from which the student was suspended, during
19 the period of the suspension, without the concurrence of the class' teacher and
20 the administrator.

21 12.4.6.2 The district administration shall inform unit members of any student who
22 has caused or attempted to cause injury to another person, based on any
23 written records that the District maintains or receives from a law enforcement
24 agency or another district regarding a student described in Education Code
25 Section 49079. Any information received by a unit member pursuant to this
26 provision shall be received in confidence for the limited purpose for which it was
27 provided and shall 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.
8 The superintendent will transmit the report to the Board. The Board and the
9 superintendent will comply with any request from the unit member for
10 information in their possession related to the incident and persons involved, and
11 will otherwise cooperate with the unit member in the event of a civil or criminal
12 proceeding.

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

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

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

27 12.4.7.4 The District shall reimburse a unit member for damage or theft of personal
28 property when said damage or theft results from assault, battery or physical

1 threat of violence occurring during the work day. Damage or theft of property
2 under these circumstances does not include damage to or theft of automobiles.
3 The damage or theft of personal property shall be documented by the unit
4 member and reimbursement shall not exceed \$300.00.

5 12.5 Student Health Care

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

12 12.6 Toileting

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

16 12.7 The District shall provide de-escalation training during the contracted work day for
17 all unit members who interact with students who may require de-escalation strategies.
18 The District will endeavor to provide the training prior to placement.

19 12.7.1 The District shall provide SMETA with a list of members who have received
20 staff training, dates of training, and the materials used for training when requested.

ARTICLE 13
TEMPORARY TEACHERS

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.

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

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

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

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

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

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

14.3 Formal Level I (Immediate Supervisor)

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

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

14.3.3 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. The date and time of the conference will be mutually agreed upon by the Grievant and the District.

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

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

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

8 14.4.1 If the Grievant is not satisfied with the disposition of the grievance at Formal
9 Level I, or if the Immediate Supervisor does not respond within the time limit,
10 the Grievant may appeal to Formal Level II within fifteen (15) days after receipt
11 of the disposition on Formal Level I, or within fifteen (15) days after the decision
12 at Formal Level I should have been given.

13 14.4.2 The Grievant must present his/her Level II grievance in writing to the
14 Assistant Superintendent for Human Resources on the appropriate District
15 form. This statement must include a copy of the original Formal Level I
16 Grievance, the decision rendered, the name of the Conferee(s), if any, and a
17 clear and concise statement of the reasons for the appeal.

18 14.4.3 Either party may request a conference within five (5) days of receipt of the
19 Formal Level II grievance and either may be accompanied by a Conferee or
20 Designee. The date and time of the conference will be mutually agreed upon by
21 the Grievant and the District. The Superintendent or Assistant Superintendent
22 of Human Resources shall communicate the decision in writing to the Grievant
23 within fifteen (15) days after the grievance conference. If no conference is held,
24 the Assistant Superintendent shall communicate his/her decision in writing to
25 the Grievant within twenty (20) days after receiving the grievance. If the
26 Superintendent or Assistant Superintendent of Human Resources does not
27 respond within the time limits, or if the Grievant is not satisfied with the decision
28 of Level II, the Grievant may appeal to Formal Level III.

1 14.5 Formal Level III (Board of Trustees)

2 14.5.1 If the Grievant is not satisfied with the disposition of the grievance at Formal
3 Level II, or if no written decision has been rendered within fifteen (15) days after
4 the Grievant's conference, if any, with the Superintendent or Assistant
5 Superintendent for Human Resources, the Grievant may appeal the grievance
6 to Formal Level III within fifteen (15) days after a decision after receipt of the
7 disposition on Formal Level II, or within fifteen (15) days after the decision at
8 Formal Level II should have been given.

9 14.5.2 The Grievant must present his/her Level III grievance in writing to the
10 Secretary of the Board of Trustees (Superintendent). This statement must
11 include: a copy of the original Formal Level II Grievance; copies of all previous
12 grievance statements; the decisions rendered at each level; the names of the
13 Conferees, if any; and a clear and concise statement of reasons for requesting
14 the appeal at Level III.

15 14.5.3 A conference date will be set within five (5) days of receipt of the Level III
16 grievance. Either party may be accompanied by a Conferee or Designee. The
17 date and time of the conference will be mutually agreed upon by the Grievant
18 and the District. The Board shall communicate its decision in writing to the
19 Grievant within twenty (20) days after the grievance conference. If the Board
20 does not respond within the time limit, or if the Grievant is not satisfied with the
21 decision at Level III, the Grievant may appeal to Formal Level IV.

22 14.6 Formal Level IV (Facilitation Process)

23 14.6.1 If the Grievant is not satisfied with the disposition of his/her grievance at
24 Formal Level III (Board), or if no written decision has been rendered within
25 twenty (20) days after the Association conference with the Board, the Grievant
26 may appeal to Formal Level IV Facilitation Process. The appeal must be
27 submitted in writing to the Superintendent and Assistant Superintendent for
28 Human Resources within fifteen (15) days after a decision by the Board, or

1 within fifteen (15) days after the decision should have been made.

2 14.6.2 The District's representatives and the Association's representatives shall
3 meet to select a mutually agreed upon neutral facilitator to attempt to resolve
4 the grievance.

5 14.6.3 The Facilitation Process shall be limited to no more than ten (10) hours of
6 meeting time with the facilitator, unless the parties mutually agree to extend the
7 time.

8 14.6.4 All costs for the services of the facilitator, including but not limited to, per
9 diem expenses, travel and subsistence expenses, and the cost of a hearing
10 room will be shared equally by the District and the Association. All other costs
11 will be borne by the party incurring them.

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

14 14.7 Level V (Binding Arbitration)

15 14.7.1 If the Facilitation Process fails to resolve the grievance to the satisfaction of
16 the Grievant, the Association may move to Formal Level V- Binding Arbitration.

17 14.7.2 Within fifteen (15) days after the receipt of the Facilitation Process written
18 resolution from the Superintendent, or if the Superintendent does not respond
19 within ten (10) days after the completion of the Facilitation Process, the
20 Association shall notify the District of its intent to arbitrate the grievance and its
21 request for an arbitration hearing.

22 14.7.3 The request shall be accompanied by copies of all previous grievance
23 statements, the decisions rendered at each level, the names of the Conferees,
24 if any, and a clear concise statement of the reasons for requesting a hearing.

25 14.7.4 The Association and the District shall attempt to agree upon an arbitrator. If
26 no agreement can be reached, they shall request the State
27 Mediation/Conciliation Service to supply a list of five (5) names of persons
28 experienced in hearing grievances in public schools. Each party, beginning with

1 the Association, shall alternately strike one name until the name of only
2 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
5 issues that were submitted to arbitration within thirty (30) days of the completion
6 of the hearing. The decision of the arbitrator shall be binding on the parties. If
7 the parties cannot agree upon a submission agreement, the parties will have
8 twenty (20) days to make their written submissions to the arbitrator. 14.7.6 The
9 arbitrator shall consider the submissions and determine the issues by referring
10 to the 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
12 this Agreement or the written policies, rules, regulations and procedures of the
13 District or to render any decision or make an adjustment which is contrary to
14 law.

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

21 14.8 Miscellaneous Provisions

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

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

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

28 14.8.4 No reprisals shall be taken by or against any participant in the grievance

1 procedure by reason of such participation.

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

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

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

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

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

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

25 14.8.11 Unit members working on a year-round school calendar shall be granted
26 grievance timeline extensions as requested by the unit member in order to
27 obtain Association assistance.
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1 14.9 Employee Complaint Procedure

2 Unit members having a complaint that may not be a grievable alleged contract
3 violation may utilize the complaint procedures in Board Policy/Administrative Regulation
4 4144.

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

3 The District and the Association agree that it is to their mutual benefit to encourage
4 the resolution of differences through good faith negotiations. Therefore, during the term of
5 this Agreement, the Association and the District expressly waive and relinquish the right to
6 meet and negotiate and agree that the parties shall not be obligated to meet and negotiate
7 with respect to any subject or matter whether or not referred to or covered in this
8 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.

ARTICLE 17
EFFECT OF AGREEMENT

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

1 **ARTICLE 18**
2 **SAVINGS PROVISION**

3 If any provisions of this Agreement are held to be contrary to law by a court of
4 competent jurisdiction, such provisions will not be deemed valid except to the extent
5 permitted by law, but all other provisions will continue in full force and effect.
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ARTICLE 19

TERM

This agreement shall remain in full force and effect from July 1, 2025 through June 30, 2028.

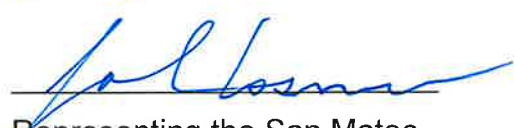
Reopeners for 2026-2027 will be limited salary and benefits, prop 28 funding, and one article for each party.

Reopeners for 2027-2028 will be limited to salary and benefits and one additional article for each party.

The parties agree to commence negotiations no later than March 1, 2028, for the successor agreement. Negotiations may proceed on another date during 2027-2028 with mutual agreement.

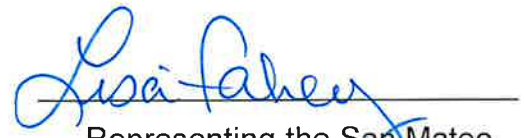
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IN WITNESS WHEREOF, the parties hereunto set their hand this 2ND day of JULY, 2025.



Representing the San Mateo
Foster City School District

John Cosmos
Executive Director, Human Resources



Representing the San Mateo
Elementary Teacher Association

Lisa Fahey
President

**CERTIFICATED SALARY
SCHEDULE 2025 - 2026 (186 days)
3.5% Increase Effective 7/1/2025**

APPENDIX A

Teachers, Librarians, Nurses, Counselors, Specialists, Social Workers, & Speech Therapists					
RANGE		I	II	III	IV
		BA 44 or less	BA + 45	BA + 60	BA + 75
STEP					
1		70,977	71,217	71,920	72,852
2		72,957	74,464	75,494	76,789
3		75,742	77,710	79,064	80,722
4		78,590	80,960	82,637	84,657
5		81,438	84,207	86,211	88,591
6		84,283	87,455	89,782	92,528
7		87,130	90,707	93,352	96,463
8		89,977	93,956	96,925	100,397
9		92,823	97,201	100,496	104,332
10		95,671	100,452	104,963	108,266
11		98,518	103,701	108,468	112,201
12		101,364	106,948	112,040	116,136
13		101,364	106,948	112,040	120,072
14		101,364	106,948	112,040	121,196
15		101,364	106,948	112,040	122,319
16		101,364	106,948	112,040	123,438
17		101,364	106,948	112,040	124,564
18		101,364	106,948	112,040	125,688
19		101,364	106,948	112,040	126,811
20		101,364	106,948	112,040	127,935
21		101,364	106,948	112,040	129,058
22+		101,364	106,948	112,040	133,480
ADDITIONAL STIPENDS					
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					
SLP & COUNSELORS LANGUAGE SKILLS STIPEND = \$1,000					
OVERNIGHT = \$250 per night					

**CERTIFICATED SALARY SCHEDULE
PSYCHOLOGISTS
2025 - 2026 (206 days)
3.5% Increase Effective 7/1/2025**

APPENDIX B

RANGE	I
STEP	
1	114,873
2	119,467
3	124,062
4	128,655
5	133,258
6+	140,002

ADDITIONAL STIPENDS
MASTERS = \$1,500
DOCTORATE = \$1,500
TITLE I SCHOOL = \$2,500
PSYCHOLOGIST LANGUAGE SKILLS STIPEND = \$1,000

**CERTIFICATED SALARY SCHEDULE
INTERNS
2025 - 2026 (186 days)
3.5% Increase Effective 7/1/2025**

APPENDIX C

RANGE	I
STEP	BA + 30
1	67,900
2	70,654
3	73,384
4	76,173
5	78,969

ADDITIONAL STIPENDS
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
SLP & COUNSELORS LANGUAGE SKILLS STIPEND = \$1,000
OVERNIGHT = \$250 per night

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

STAFFING RATIO OPTION REQUEST FORM – ELEMENTARY 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 and TK/K combo classes, an additional aide will be available for classes over 20. If an aide cannot be found, teachers are entitled to a retroactive stipend of \$165 per month for each additional student over 20 up to \$495 a month for classes of 23.
- ____ 3. For K-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.
- ____ 4. 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.
- ____ 5. For K-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.
- ____ 6. 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

 Human Resources, Administrator

SEND COMPLETED FORM TO HUMAN RESOURCES FOR APPROVAL & DISTRIBUTION

cc: Principal

Revised 7/2025

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

 Human Resources, Administrator

SEND COMPLETED FORM TO HUMAN RESOURCES FOR APPROVAL & DISTRIBUTION

cc: Principal

SAN MATEO-FOSTER CITY SCHOOL DISTRICT

APPENDIX E

2025-2026

Board Approved: 2/22/2024

2025

JULY

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	

AUGUST

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

SEPTEMBER

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			

OCTOBER

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

NOVEMBER

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

DECEMBER

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

2026

JANUARY

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

FEBRUARY

M	T	W	T	F
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16	17	18	19	20
23	24	25	26	27

MARCH

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

APRIL

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	

MAY

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

JUNE

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			

☆ Last Day of School

Legal Holidays & Non-School Days

Aug.	11	Staff Work Day	Jan.	5	Staff Work Day
Sept.	1	Labor Day	Jan.	16	Staff PD Day
Sept.	26	Staff PD Day	Jan.	19	Dr. Martin Luther King, Jr. Day
Sept./Oct.	29-3	Fall Break	Feb.	16	President's Day
Nov.	11	Veteran's Day	Mar.	27	Staff PD Day
Nov.	24-28	Thanksgiving Break	Mar./Apr.	30-6	Spring Break
Dec.	25	Legal Holiday	May	25	Memorial Day
Dec./Jan.	18-2	Winter Break	June	11	Staff Work Day
Jan.	1	Legal Holiday	June	19	Juneteenth

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

2026-2027

Board Approved: 2/22/2024

2026

JULY

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

AUGUST

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				

SEPTEMBER

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		

OCTOBER

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

NOVEMBER

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				

DECEMBER

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

2027

JANUARY

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

FEBRUARY

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

MARCH

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		

APRIL

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

MAY

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				

JUNE

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		

★ Last Day of School

Legal Holidays & Non-School Days

Aug.	10	Staff Work Day	Jan.	5	Staff Work Day
Sept.	7	Labor Day	Jan.	15	Staff PD Day
Sept.	21	Yom Kippur	Jan.	18	Martin Luther King, Jr. Day
Oct.	2	Staff PD Day	Feb.	15	President's Day
Oct.	5-9	Fall Break	Mar.	26	Staff PD Day
Nov.	11	Veteran's Day	Mar/Apr	29-2	Spring Break
Nov.	23-27	Thanksgiving Break	May	31	Memorial Day
Dec.	25	Legal Holiday	June	11	Staff Work Day
Dec./Jan	17-4	Winter Break	June	18	Juneteenth
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

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 30th 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 30th 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 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)

Standard: Creating and maintaining effective environments for student learning. (Standard Number 2)

Key Element(s):

Plan:

Support Needed:

Evidence:

San Mateo-Foster City School District
Certificated Personnel: Standards and Key Elements
Year One Temporary and Probationary

Option I Form 1b

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)

<p>Standard: Planning instruction and designing learning experiences for all students. (Standard Number 4)</p>
<p>Key Element(s):</p>

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)

Standard: Engaging and supporting all students in learning. (Standard Number 1)
Key Element(s):

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

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: Understanding and organizing subject matter for student learning (Standard Number 3)

Key Element(s):

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 1

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.

Rev. 1/03

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**

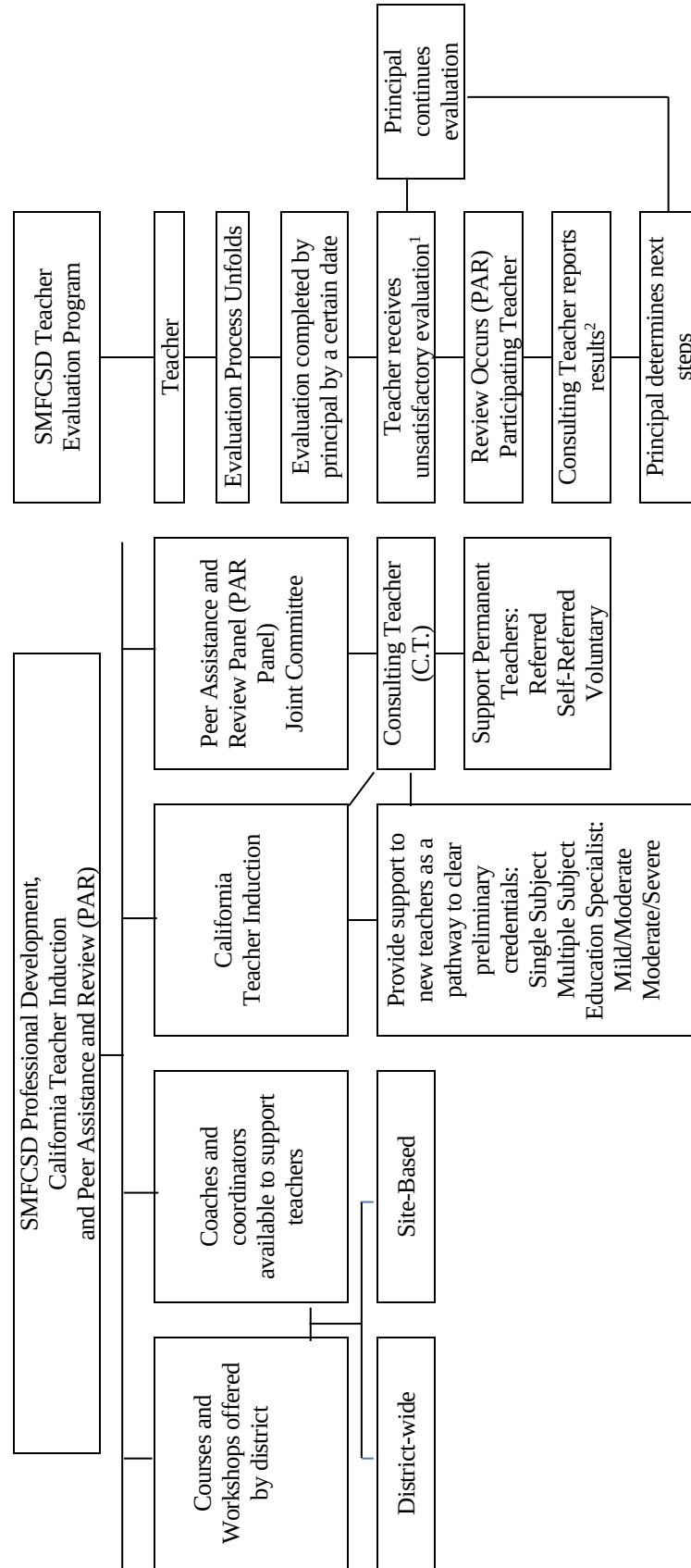
Evaluatee's Signature

Date

Evaluator's Signature

Date

Teacher Support Program Visual Model



¹ 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)

² 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 _____