

TENTATIVE AGREEMENT
BETWEEN
SAN MATEO COUNTY OFFICE OF EDUCATION
AND
SMCEA

ARTICLE 2 – AGREEMENT

2.1 The Articles and provisions contained herein constitute a mutual agreement (“Agreement”) by and between the County Office and the San Mateo County Educators Association/CTA/NEA.

2.2 This Agreement is entered into pursuant to the Act.

2.3 This Collective Bargaining Agreement shall, after the approval by the County Office and the ratification by the Association membership, be effective July 1, 2024 and shall remain in effect until June 30, 2027.

2.3.1 Reopeners

2.3.1.1 For the 2024-2025, 2025-2026, and 2026-2027 school years, there shall be no reopeners unless otherwise provided for in this Agreement.

2.3.1.2 For the 2026-2027 school year, upon mutual agreement of the parties, Article 12 may be reopened limited to solely discussing the potential move from CalPERS to another provider of medical benefits.

2.3.1.3 The parties further agree that at any time from July 1, 2024~~2025~~ through June 30, 2027, the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations limited only: (1) to economic issues, if the State alters the basic funding mechanisms for public education; or ~~and~~ (2) to address changes in law impacting the terms and conditions set forth in the Agreement. ~~(3) and three non-economic related issues~~

2.3.1.4 Nothing in this current CBA prohibits the parties from agreeing, during the CBA’s duration, to enter into MOUs/Side Agreements relating to the terms and conditions of employment for unit members. ~~through the course of this contract, should working conditions change, such that parties acknowledge, the need to create an MOU.~~

2.4 Maintenance of Benefits – The County Office shall not reduce or eliminate any benefits extended to unit members through the following Board Policies or Administrative Regulations, except by written consent of the Association:

Policies:

BP3500.1	Transportation and Travel
BP4137.1	Competence of Evaluators of Teachers
BP4170.1	Policy Formulation: Communication
BP4530.2	Handling of Parent Complaints
BP4550.5	Unlawful Harassment

Administrative Regulations:

AR1312	Unlawful Harassment Complaint Procedure
AR1312.4	Handling of Parent Complaints
AR3330.1	Conference Expenses
AR3510.2	Transportation of Special Education Pupils by Unit Members
AR4120.1	Recruitment of Certificated Personnel
AR4131.2	Contracts
AR4135.1	Outside Activities
AR4137.1	Competence of Evaluators of Teachers
AR4164.1	Rating of Unit Members with Same First Date of Paid Service
AR4170.1	Administrative Regulation Development

ARTICLE 4 – NEGOTIATION PROCEDURES

4.8 Finalizing Collective Bargaining Agreement

4.8.1 Within 50 days of ratification of the Agreement by both parties, the County Office prepare and provide a draft of the successor Agreement to the Association and the parties shall, unless otherwise agreed to, meet to review and approve the final version of the successor collective bargaining agreement before publicizing and/or adding to the County Office website.

4.8.2 Once the parties finalize the successor collective bargaining agreement, the County Office and Association agree that the County Office will make its best efforts to post the Agreement ~~will be posted~~ to the County Office's website within 10 work days of the Agreement being signed by all parties. ~~In addition, within 30 days of the finalization of the Agreement, the County Office will provide twenty copies of the Agreement to the Association. The cost of publishing the Agreement shall be borne by the County Office.~~

ARTICLE 7 – PROFESSIONAL GROWTH

7.3 Conference Attendance

7.3.1 The County Office will make available to each Association member up to \$280 per fiscal year for attendance at conferences. The \$280 allotment shall not carry over from year-to-year.

7.3.2 In order to attend a conference, a Unit Member must submit a Request for Attendance At Conference/Travel Form to their Director/Manager. Requests should be submitted as far in advance as possible, but in no event less than 10 days prior to the conference. Requests that do not meet the above timeline will be considered if a substitute unit member is available. Requests for attendance at a conference are subject to the approval of the

Director/Manager. If the request is made far enough in advance, a unit member may request a purchase order.

7.3.3 If a unit member has exhausted their \$280 allotment for the fiscal year or is requesting to attend a conference, which would exhaust the unit member's \$280 allotment, the unit member may request, on the County Office approved form, to obtain additional funding from other unit members within SMCEA. The additional funding may only be provided by unit members within SMCEA and only to the extent the unit member has not exhausted their allotment for that fiscal year. To make the contribution a unit member must sign a form acknowledging the dollar amount of the contribution and that the unit member's allotment for that fiscal year shall be reduced by a corresponding amount. The maximum allotment a unit member may receive through their own allotment and another SCMEA member's contribution is \$560 per fiscal year. This amount, however, is exclusive of any other funding sources that may be available to fund the attendance at the conference.

7.3.4 After attending the conference, and in order to obtain reimbursement of expenses connected to the conference, the unit member must:

7.3.4.1 During a meeting designated by their supervisor/principal, provide a presentation on the key learning points/takeaways from the conference and share any materials received from the conference; and

7.3.4.2 Submit a Conference Expense Reimbursement Claim form to the Director/Manager within 30 days after the conference's conclusion. The County Office will make every effort to reimburse the SMCEA member in a timely manner;

7.3.5 The County Office will reimburse Association members for non-refundable registration fees for attendance at a conference if the County Office cancels the conference attendance due to the inability to obtain substitutes.

ARTICLE 8 – LEAVES

8.1 Bereavement Leave

8.1.1 Up to 5 days of bereavement leave shall be granted within 6 months ~~15 days~~ of the loss of a loved one, on account of the death of any of the following (this list defines immediate family): spouse of the unit member, Domestic Partners registered at the County Office; relative of the unit member or spouse/domestic partner; grandmother, grandfather, mother, father, mother-in-law, father-in-law, domestic partner's mother and/or father, brother, sister, brother-in-law, sister-in-law, domestic partner's brother and/or sister, son, daughter, son-in-law, daughter-in-law, domestic partner's son and/or daughter, grandchild; any person living in the immediate household of the unit member; or any other person as determined by the County Office and the unit member.

Bereavement leave taken pursuant to Section 8.1 is not drawn from a unit member's sick leave bank.

- 8.1.2 Up to one day of leave with pay – not utilizing a unit member's sick leave under Article 8.4 – shall be granted, upon approval of the County Office, to attend the funeral of a person other than those listed in Article 8.1.1.

8.13 Reproductive Loss Leave

Unit members may take up to five days of reproductive loss leave following a reproductive loss event as defined under applicable law within 6 months of the event. The five days are unpaid, but a unit member may use their sick leave to remain in paid status. A unit member who experiences more than one reproductive loss event within a 12-month period may take a total of 20 days of reproductive loss leave within a 12-month period. For more information regarding taking time off for a qualifying reproductive loss leave event, please contact Human Resources.

8.14 Unpaid Family Care Leave

The County Office will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. (See 29 U.S.C. § 2601 *et seq.*; 29 CFR 800 *et seq.*, which is referred to as Family Medical Leave Act ("FMLA")); California Government Code §§ 12945.1 and 12945.2; 2 CCR 7297.0 *et seq.*, which is referred to as the California Family Rights Act ("CFRA")). Although the federal and state laws sometimes have different names, the County Office refers to these types of leaves collectively as "FMLA Leave."

8.14.1 Unit Member Eligibility

- 8.14.1.1 To be eligible for leave under the FMLA ("Fed-FMLA") and CFRA (collectively "FMLA Leave"), a unit member must: (1) have worked for the County Office for a total of at least 12 months; (2) have been employed for six or more hours per day or have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) for FMLA only, work at a location where at least 50 unit members are employed by the County Office within 75 miles, as of the date the leave is requested.

- 8.14.1.2 SMCEA unit members who are otherwise eligible for but who are employed for less than 6 hours a day or less than 1,250 hours per year shall be entitled to family care leave but without the County Office-paid benefit contribution provided in number 8.14.6 below.

- 8.14.1.3 The leave described below represents the minimum available leave. A unit member may request additional leave under Articles 8 and 21.

8.14.2 Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because a unit member's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. Fed-FMLA leave and CFRA leave run concurrently except for the following reasons: to care for a child without regard to age or dependency status, registered domestic partner or a child of a registered domestic partner, grandparent, grandchild, **designated person**,¹ or sibling (CFRA only), leave taken for a serious health condition due to pregnancy or prenatal care (Fed-FMLA only), qualifying exigency leave as defined under the FMLA (Fed-FMLA only), qualifying exigency leave as defined under the CFRA (CFRA only), and military caregiver leave (Fed-FMLA only). FMLA Leave may be used for one of the following reasons:

- 8.14.2.1 the birth, adoption, or foster care of a unit member's child within 12 months following birth or placement of the child ("Bonding Leave");
- 8.14.2.2 to care for an immediate family member (spouse, child, or parent and for CFRA Leave: registered domestic partner, **designated person**, child of a registered domestic partner, grandparent, grandchild, or sibling with a serious health condition ("Family Care Leave");
- 8.14.2.3 a unit member's inability to work because of a serious health condition ("Serious Health Condition Leave");
- 8.14.2.4 a "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's active duty or call to active duty in a foreign country as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States ("Military Emergency Leave"); or
- 8.14.2.5 to care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered ServiceMember," as defined below ("Military Caregiver Leave"). This leave includes the days of paid personal necessity leave which may be used for paternal leave pursuant to Article 8.16.

ARTICLE 11

WORK YEAR/WORK DAY, MOVING RELEASED TIME, CONTRACTS AND PLANNING BLOCKS

¹ **"Designated Person," for CFRA leave only means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees may identify a designated person at the time they request CFRA leave. Employees are limited to one designated person per 12-month period.**

11.1 Work Year

11.1.1 Starting with the ~~2025-2026~~2024-2025~~2016-17~~ school year, the basic work year for all unit members for salary computation purposes is 186~~183~~ days. For salary schedule calculation purposes, the compensation for the three additional days, starting in the 2025-20262024-2025 school year, will be added at each cell by increasing the salary for such cell by 1.65% using the ~~2025-2026~~2024-2025 school year salary schedule (after the 3.5% ongoing salary increase for the ~~2025-2026~~2024-2025 school year has been applied). For salary schedule calculation purposes, the compensation for the three additional days, starting in the 2024-25 school year, will be added at each cell using the 2024-25 school year salary schedule. Of the 186 ~~183~~-workdays, 180 days will be student contact/instructional days and six days will be used for professional development purposes as follows: three of the workdays are to be used at the beginning of each school year and three of the workdays would be used during the school year as specified below:

11.1.1.1 Prior to The Instructional School Year

11.1.1.1.1 Two of the ~~three~~ workdays shall be used for professional development/training purposes, including behavior intervention training and mandatory/required training as well as other County Office scheduled professional development and staff meetings. These days shall occur prior to the first day of student contact.

11.1.1.1.2 One of the workdays, on a date determined by the County Office, shall be used by bargaining unit members for planning, preparation, and collaboration/team building with classroom staff prior to the first day of student contact. ~~Three professional development days will occur at the beginning of the year. Two of them will be for mutually agreed on trainings and one day will be for classroom setup and team building.~~

11.1.1.2 During The Instructional/Academic Year

The remaining three days shall be used for professional development purposes during the instructional/academic year.

11.1.1.3 Dates and Topics Of Professional Development

11.1.1.3.1 The County Office will provide an opportunity for three SMCEA chapter appointed unit members to provide input/suggestions collaborate regarding professional development topics and the timing of when the during the school year professional

development days will be provided. The timing/dates for the professional development days will be set on a three-year cycle (during the same meeting(s) regarding setting the school calendar).

11.1.1.3.2 The County Office will provide an opportunity for three SMCEA chapter appointed unit members to collaborate regarding professional development topics. The collaboration for discussing the professional development topics will be set on a year to year basis with the goal of having the topics set by June 1st of the prior school year.

11.1.1.3.3 The County Office maintains the discretion to make the final decision regarding the topics and scheduling of professional development days.

Two Three professional development days will be during the year. The SMCOE's school team and 3 SMCEA appointed members will collaborate and agree on the best topics and placement of these professional development days by June 1st of the prior year.

11.1.1.43 Any days worked beyond 186 183 days shall be compensated on a per diem basis.

11.1.2 Extra days are days worked during a given fiscal year in excess of the contract year. Extra days are in two categories: (1) requested by the unit member and approved in advance by the Division Head; and (2) assigned by the Division Head or Superintendent.

11.11 Court and Community School Student Contact Hours

Student contact time shall be up to 330300 minutes per day, effective July 1, 2024. If there is a change in the student contact time, the County Office will provide notice prior to the start of the instructional year of that change.

11.17 Preparation and Planning Time

Effective for the 2024-2025 school year (as long as the parties have fully ratified their current negotiations), the County Office will provide full-time SMCEA unit members with a daily 60 consecutive minutes on-site preparation and planning time. The preparation and planning time must be used for lesson planning, classroom preparation, completion of mandatory trainings, collaboration time with other department unit members, grading, communicating with parents/guardians, educational partners, and the County Office regarding student related issues, preparing IEPs or IEP related reports, or other County Office approved professional responsibilities.

Planning Blocks

11.17.1 The parties agree daily planning blocks are consistent with a "period" as defined by the host school.

~~11.17.2 Planning blocks shall be provided for unit members who teach in a secondary class with 6 or more hours of student contact time. If the Planning Block is not provided for SMCEA unit members, they will be compensated at the hourly rate.~~

~~11.17.3 Secondary shall be defined as a middle/junior high and/or secondary placement.~~

~~11.17.4 Planning Block shall be defined as a period of time without students, as defined by the school site.~~

~~11.17.5 Enrichment Period – Elementary Level
The County Office shall provide the equivalent of 1 period per week of enrichment (40-50 minutes) to elementary students at integrated sites in the Special Education K-12 Program. Enrichment shall be provided on a priority basis taking into consideration the following factors: bell times requirement (increased student contact), equity adjustments, and transportation requirements. Enrichment may be provided at a local site by integrating students into the regular enrichment program. With the approval of the Director/Manager, a teacher may elect not to participate in enrichment based upon student needs.~~

~~11.17.6 Kindergarten Through Eighth Grade School
If a school, that is a Kindergarten through Eighth Grade school, offers teachers a planning block period, as defined in Article 11.17.4, the County Office will provide each teacher with a number of planning block periods proportionate to the number of middle school students as compared to the total number of students in the teacher's class. For instance, if a teacher has ten total students and five middle school students, the teacher would receive a fifty percent allocation for their planning block period(s) during each school year.~~

ARTICLE 12 – SALARIES AND BENEFITS

12.1 Salaries

SMCEA counter to SMCOE's 3-year proposal is;

12.1.1 Increases

12.1.1.1 2024-2025 School Year: The County Office proposes to provide a 3.0% 3.5% increase to the salary schedule, retroactive effective to July 1, 2024. The County Office will provide notice to SMCEA of the date the retroactive payment will be made.

12.1.1.2 2025-2026 School Year: The County Office proposes to provide a 3.0% 3.5% increase to the salary schedule, effective July 1, 2025.

12.1.1.3 2026-2027 School Year: The County Office proposes to provide a ~~3.0%~~ 3.5% increase to the salary schedule, effective July 1, 2026.

12.2 Health & Welfare Benefits

Health and Welfare Benefits, as a condition of employment, shall be provided as set forth herein.

12.2.1 2025 and 2026, and 2027 Calendar Year Benefits Cap

12.2.1.1 Effective January 1, 2025 2024, the County Office will contribute toward coverage in County Office provided medical plans for unit members who are 0.50 FTE or greater as follows:

12.2.1.1.1 Single Coverage – The greater of either the monthly amount of Kaiser single party coverage or \$1,300.00 ~~\$1,350.00~~ per month

12.2.1.1.2 Employee Plus One and Family Coverage ~~\$1,550.00~~ ~~\$1,650.00~~ per month

~~District shall cover employee plus 1, using Kaiser plan and dental and vision~~

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

12.2.1.1.1 Single Coverage The greater of either the monthly amount of Kaiser single party coverage or \$1,300.00 ~~\$1,400.00~~ per month

12.2.1.1.2 Employee Plus One and Family Coverage ~~\$1,750.00~~ ~~\$1,650.00~~ per month

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

12.2.1.1.1 Single Coverage The greater of either the monthly amount of Kaiser single party coverage or \$1,300.00 per month

12.2.1.1.2 Employee Plus One and Family Coverage ~~\$1,850.00~~ per month

12.2.1.34 Irrespective of coverage level selected by the unit member, the cost of dental coverage and basic life

insurance will be deducted from the applicable monthly contribution, i.e., if a unit member selects employee plus one dental coverage that full amount will be deducted from the contribution amount in Article 12.2.1.1.2. The remainder will be applied toward medical coverage.

12.2.1.54 After deducting the cost of dental coverage, basic life insurance, and the cost of medical coverage, to the extent there is any unused money from the applicable per month maximum contribution, it may be used to contribute to vision coverage for unit member only vision coverage and then for vision coverage for spouses, registered domestic partners, or dependents.

~~12.2.1.4 Effective January 1, 2024, all unit members who work 0.50 FTE or more will be eligible to receive the maximum of \$1,225.00 per month towards their medical benefits package.~~

~~12.2.2 2026 and 2027 Calendar Year Benefits Cap~~

~~For the 2026 and 2027 calendar years, the County Office proposes to maintain the benefits cap at the level set out for the 20256 calendar year. The County Office remains committed to exploring other options for providing medical benefits to SMCEA unit members beyond using CalPERS.~~

~~Effective January 1, 2025, the District's contribution towards health insurance premiums (medical, dental and vision) shall be set for full family at the median cost of health.~~

~~Effective January 1, 2025, the District will contribute 75% towards an Orthodontists Plan.~~

Article 18.8

18.8 Caseload Guidelines for Itinerant Staff

18.8.1 The Site Administrator will discuss caseloads with each assigned bargaining unit member to help the County Office formulate/establish manageable caseloads. The discussion between the Site Administrator and bargaining unit member may include, but is not limited to, the use or reference to County Office established spreadsheets or documents that assist in the calculation of caseloads (the County Office has the sole discretion to adjust, revise, or discontinue the use of such documents, spreadsheets, or calculation methodology). ~~Please use living document "Related Services Caseload Calculations" for caseload conversation.~~ Considerations to formulate and/or review manageable caseloads, include, but are not limited to:

- Travel time, geography, and location of assigned sites
- Severity of individual student needs
- Diversity of student needs in a single class/service session

- Time required for specialized care
- Number of other assigned service providers
- Impact of intensive curricular, assessment, or methodological demands
- Number of IEP/IFSP's held per student
- Number of assigned students
- Consult versus direct service
- Number of or amount of time spent on referrals/assessments
- Number of or amount of time spent on consultations, involving coordination of services with other professionals and service providers

~~*add visual of Related Services Caseload Calculation spreadsheet~~

9/16/24

Dated

9/16/24

Dated

[Signature]

SMCEA

[Signature]

San Mateo County Office of
Education