

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN MATEO COUNTY OFFICE OF EDUCATION
&
SAN MATEO COUNTY EDUCATORS ASSOCIATION**

The San Mateo County Office of Education and San Mateo County Educators Association agree to this Memorandum of Understanding relating to release time to be provided to the SMCEA president during the 2026-2027 school year for the purpose of their serving as an officer of SMCEA in accordance with Education Code section 44987 and Government Code section 3558.8

1. **Release Time** –The SMCEA President will be released/provided leave for 20% of the school year – designed with the SMCEA President receiving 1 full day of release time/leave every Thursday.
2. **Scheduling Issues/Changes**
 - a. In the event the President needs to deviate from their approved release time schedule, such notification shall be provided to their Immediate Supervisor and the Associate Superintendent, Human Resources at least five (5) work days prior to the proposed change
 - b. In the event the County Office has a need for the President to deviate from their approved release time schedule, the County Office shall notify the President at least five (5) work days prior to the change and then shall meet with the President to determine an alternate date the release day may be taken.
 - c. The deviation in the approved schedule set forth above will only be denied if it interferes with the performance of County Office services and operations, including the impact on the instructional program, as determined by the County Office. If the County Office denies the request, the parties will meet to discuss an alternative acceptable date(s) on which the leave may be taken.
 - d. To the extent that a County Office recognized holiday occurs on an approved release day, the County Office shall meet with the President to determine an alternative date on which the leave may be taken
 - e. To the extent that the President is attending a CTA conference or CTA trainings, the County Office will not be able to deny the requested deviation as set forth in Paragraph 3(a) or require the President to deviate from the approved schedule as set forth in Paragraph 3(b)
3. **Lesson Plans** The President will submit weekly lesson plans to their Immediate Supervisor consistent with County Office protocols, and to the extent necessary will update the lesson plans prior to the date of their Release Time.
4. SMCEA shall reimburse the County Office for all compensation paid to the President on leave on or before 30 days after receipt of the County Office's certification of payment of compensation to the President. Reimbursable compensation shall include wages and any retirement contributions and insurance/in-lieu stipend payments made by the County Office on behalf of the President as well as their dependent, if applicable

5. The County Office shall not be liable for any act, omission, or injury suffered by any County Office employee covered by this MOU if that act, omission or injury occurs during the course and scope of the employee's leave under this MOU to fulfill their responsibilities as officers of SMCEA. To the extent that the County Office is required to defend against or is held liable for any such act, omission or injury, SMCEA shall defend – with the County Office having the right to appoint its own legal counsel – indemnify, and hold harmless the County Office.
6. This MOU may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic, PDF or facsimile copies of any such signed counterparts may be used in lieu of the original for any purpose.
7. This MOU is not precedential nor does it set a past practice.
8. This MOU will expire on June 30, 2027.

6/29/26
Date

6/29/26
Date


Kathleen Beebe, CTA/NEA Representative


Tami Moore, San Mateo County Office of Education