

## AGREEMENT

---

Between  
San Mateo County Superintendent of Schools  
and  
San Mateo County Educators Association/CTA/NEA

Effective Dates:  
**July 1, 2018 through June 30, 2021**

## TABLE OF CONTENTS

<b>ARTICLE 1 – DEFINITIONS</b> .....	<b>6</b>
<b>ARTICLE 2 – AGREEMENT</b> .....	<b>6</b>
<b>ARTICLE 3 – RECOGNITION</b> .....	<b>7</b>
<b>ARTICLE 4 – NEGOTIATION PROCEDURES</b> .....	<b>7</b>
<b>ARTICLE 5 – ASSOCIATION RIGHTS</b> .....	<b>8</b>
<b>ARTICLE 6 – GRIEVANCE PROCEDURE</b> .....	<b>10</b>
6.1 Definitions.....	10
6.2 Purpose .....	10
6.3 Procedure.....	10
6.4 Rights of Employment to Representation.....	12
6.5 Miscellaneous Provisions.....	12
<b>ARTICLE 7 – PROFESSIONAL GROWTH</b> .....	<b>13</b>
7.1 Conferences .....	13
7.2 Conference Expenses .....	13
7.3 Conference Attendance .....	14
<b>ARTICLE 8 – LEAVES</b> .....	<b>14</b>
8.1 Bereavement Leave .....	14
8.2 Court Appearance and Jury Duty Leave .....	15
8.3 Industrial Accident or Illness Leave.....	15
8.4 Sick Leave.....	15
8.5 Use of Sick Leave for Personal Necessity .....	16
8.6 Personal Business Leave .....	17
8.7 Project Development Leave.....	17
8.8 In-Service Leave.....	17
8.9 Professional Development Leave .....	17
8.10 Sabbatical Leave .....	18
8.11 Leave Without Pay .....	18
8.12 Leave Information and Procedures .....	18
8.13 Miscellaneous Provisions .....	18
8.14 Unpaid Family Care Leave .....	19
8.15 Pregnancy Disability Leave.....	25
8.16 Maternity/Paternity Leave .....	27
<b>ARTICLE 9 – TRANSFER</b> .....	<b>28</b>
9.1 Definitions.....	28
9.2 Policy.....	29
9.3 Procedure.....	29
9.4 Notification and Preparation Time.....	29

9.5 Notification and Preparation Time.....	31
9.6 Transfer Due to Loss of Enrollment or Program Reduction.....	32
<b>ARTICLE 10 – EVALUATION AND ASSESSMENT OF CERTIFICATED PERSONNEL .....</b>	<b>32</b>
10.1 Purpose.....	32
10.2 Evaluation and Assessment Procedures.....	33
<b>ARTICLE 11 – WORK YEAR/WORK DAY, MOVING RELEASED TIME, CONTRACTS AND PLANNING BLOCKS .....</b>	<b>35</b>
11.1 Work Year .....	35
11.2 Contracts.....	35
11.3 Calendar.....	35
11.4 Work Day.....	36
11.5 Staff Planning Days (SPD).....	36
11.6 Meetings – Special Education.....	37
11.7 Distribution of Non-Instructional Duties.....	37
11.8 Scheduling of Professionally Related Duties (Non-Special Education) .....	37
11.9 Extended Year/Summer Session Assignments.....	37
11.10 Central Office and Instructional Services Division Hours.....	38
11.11 Court and Community School Student Contact Hours .....	38
11.12 Lunch Periods.....	38
11.13 Relief Break.....	38
11.14 Moving Released Time/Moving Compensatory Time/Moving Compensation .....	38
11.15 Curriculum Preparation Time Resulting From Transfers .....	39
11.16 Hiring Non-Fully Credentialed Certificated Staff.....	39
11.17 Planning Blocks .....	39
11.18 Court And Community School Class Size .....	40
<b>ARTICLE 12 – SALARIES AND BENEFITS .....</b>	<b>40</b>
12.1 Salaries .....	40
12.2 Health & Welfare Benefits.....	42
12.3 Full-Time Retirement Credit for Reduced Service.....	44
12.4 Retiree Health Benefits.....	45
12.5 Certificated Job Sharing .....	45
12.6 Unit Member Contributions to STRS.....	46
12.7 Medicare (AB 265).....	46
12.8 Liability Insurance.....	46
12.9 Electronic Deposit of Paychecks.....	46
12.10 Salary Protection Insurance.....	46
12.11 Mileage Reimbursement.....	46
12.12 Vehicle Repair.....	46

<b>ARTICLE 13 – COMMITTEES .....</b>	<b>47</b>
13.1 Placement and Course Evaluation Committee.....	47
13.2 Special Education Services Housing Committee .....	47
13.3 The Lottery Committee .....	47
13.4 Medi-CAL Administrative Assistance (MAA) Program Committee.....	47
13.5 Committee Representatives.....	47
13.6 Interview Committee .....	47
<b>ARTICLE 14 – UNIT MEMBER RIGHTS .....</b>	<b>48</b>
14.1 Just Cause of Discipline .....	48
14.2 Accommodation for Disabled Unit Members .....	48
14.3 Parent Visitation/Administrative Procedure .....	48
14.4 Paraeducator Evaluation .....	48
14.5 Personnel Records .....	49
14.6 Hiring Non-Fully Credentialed Certificated Staff.....	49
<b>ARTICLE 15 – SAFE WORKING CONDITIONS .....</b>	<b>49</b>
<b>ARTICLE 16 – VIOLENCE OR BATTERY .....</b>	<b>50</b>
16.3 Leave Provisions/Injury Due to Violence or Battery .....	51
16.4 Stalking.....	51
16.5 Violence and Battery Provisions for Assisting Students and Staff .....	51
16.6 Procedures Used in Cases Where Students Cause or Attempt to Cause Physical Injury to Another Person and/or the Disruption of School Activities .....	51
<b>ARTICLE 17 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS .....</b>	<b>53</b>
17.3 Religious Exemption .....	54
<b>ARTICLE 18 CLASS SIZE .....</b>	<b>54</b>
<b>ARTICLE 19 – DRUG-FREE WORKPLACE .....</b>	<b>56</b>
<b>ARTICLE 20 – RESTRUCTURING .....</b>	<b>56</b>
<b>ARTICLE 21 – CATASTROPHIC ILLNESS OR INJURY PROGRAM .....</b>	<b>57</b>
21.1 Definition .....	57
21.2 Requirements/Conditions .....	57
<b>ARTICLE 22 – SAVINGS PROVISION.....</b>	<b>57</b>
<b>ARTICLE 23 – SUPPORT OF AGREEMENT .....</b>	<b>58</b>
<b>ADDENDUM A.....</b>	<b>59</b>
A-1 Salary Schedule Structure .....	59
A-2 Placement on Salary Schedule .....	59
A-3 Salary Computation .....	60
A-4 Course Work Standards.....	61
A-5 Adjustment of Salary on Termination .....	61
A-6 10-Month Unit Member Option for Payroll Installments Over 10 or 12 Months .....	61
<b>ADDENDUM B – SALARY SCHEDULE .....</b>	<b>62</b>

**ADDENDUM C – CALPERS HEALTH BENEFIT PROGRAM .....63**  
**ADDENDUM D – HEAD TEACHERS/HEAD PSYCHOLOGISTS/INSTRUCTIONAL  
TEAM LEADERS/HEAD NURSES .....64**  
**ADDENDUM E – SAN MATEO COUNTY OFFICE OF EDUCATION ADMINISTRATIVE  
REGULATION.....65**  
**ADDENDUM F—SAN MATEO COUNTY OFFICE OF EDUCATION CERTIFICATED  
STAFF EVALUATION PLAN TO IMPROVE PERFORMANCE .....66**  
**ADDENDUM G – STATEMENT OF GRIEVANCE FORM.....69**  
**ADDENDUM H - DEPARTMENT OF LABOR NOTICE WH1420 .....72**

## **ARTICLE 1 – DEFINITIONS**

- 1.1 The “Act” refers to the Educational Employment Relations Act, which is set forth at Government Code sections 3540-3549.
- 1.2 “Association” means the San Mateo County Educators Association, an affiliate of the California Teachers Association and the National Education Association.
- 1.3 “Board” means the San Mateo County Board of Education.
- 1.4 “Certificated Unit Members Representative Council” designates the unit members elected by the Association for the purpose of representing the unit members.
- 1.5 “Director” means the person responsible for administration of a Program as defined in the San Mateo County Office of Education annual budget.
- 1.6 “Division Head” means the administrative head of a division of the San Mateo County Office of Education.
- 1.7 “Unit Member” means a certificated unit member who is included in the definition in Article III and therefore included under the terms and provisions of the Agreement.
- 1.8 “Employer” or “County Office” means the San Mateo County Superintendent of Schools.
- 1.9 “Management” means those positions designated by the County Office as management in accordance with the Government Code section 3540.1(g).
- 1.10 “Negotiable Items” means unit members’ salaries, hours of employment, and other terms and conditions of employment as stated in the Act Section 3543.2.
- 1.11 “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with information, records, data, worksheets and budgetary materials which may be relevant to the negotiation of negotiable items, and also the duty to meet and negotiate as provided by the Government Code section 3543.7.
- 1.12 “Superintendent” means San Mateo County Superintendent of Schools.

## **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, 2018 and shall remain in effect until June 30, 2021. The parties agree that the Agreement may be re-opened for negotiations to address changes in law impacting the terms and conditions set forth in the Agreement.
- 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 3 – RECOGNITION**

- 3.1** The County Office recognizes the Association as the exclusive representative of certificated unit members as follows: all certificated unit members regularly placed on the certificated unit members' salary schedule, excluding all management, supervisory, and confidential unit members for the purposes of meeting and negotiating in accordance with the Act.
- 3.2** The County Office and the Association agree that discrimination of any kind by the County Office, by the Association, or by any member of the unit, on any basis, is unacceptable. This includes discrimination on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in an employee organization, or participation in the activities of any employee organization. The County Office and the Association recognize that sexual harassment is but another form of discrimination, based on sex, and they forbid acts of sexual harassment, verbal or physical, in any form by any person within the education environment. Sexually derogatory remarks are as offensive as racial, religious or ethnic slurs. The County Office agrees to adhere to all regulations and guidelines designed to effectively curb acts of sexual harassment. Board Policy 4550.5, Unlawful Harassment, is hereby incorporated into this Agreement as is Administrative Regulation 4550.5. Allegations of sexual harassment made by a unit member shall be processed pursuant to the Unlawful Harassment Complaint Procedure (AR 4550.5). This Section 3.2 is intended as a statement of general principles and it is expressly agreed by County Office and Association that this Section is not grievable and that no grievance may be filed based on this Section 3.2.

### **ARTICLE 4 – NEGOTIATION PROCEDURES**

- 4.1** Unless mutually agreed upon by the parties in writing, the Association and the County Office shall meet and negotiate in good faith on negotiable items no later than May 1<sup>st</sup> of the calendar year in which the Agreement expires. Any final agreement reached between the parties shall be written and signed by the Association President and the County Office.
- 4.2** Either party may utilize the service of outside consultants to assist in the negotiations.
- 4.3** The County Office and the Association may discharge their respective duties by means of authorized officers, individual representatives, or committees.

- 4.4 Negotiations shall take place at mutually agreeable times and places. Such agreements shall provide for appropriate released time for preparation and negotiation.
- 4.5 Power to negotiate – Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- 4.6 All requests for information will be reduced to writing and delivered to the other party through their respective chair(s).
- 4.7 Tentative Agreements – During negotiations, agreed upon items shall be reduced to writing and signed.
- 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.
  - 4.8.2 Once the parties finalize the successor collective bargaining agreement, the County Office and Association agree that the Agreement will be posted to the County Office’s website. 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 5 – ASSOCIATION RIGHTS**

- 5.1 The Association shall have the right to make use of school equipment, buildings and facilities in accordance with provisions of the Government Code section 3543.1(b).
- 5.2 Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times and to have reasonable access to unit members when such access will not interfere with assigned duties of the unit members and shall have those rights specified in the Government Code section 3543.1(b).
- 5.3 The County Office shall deliver in electronic form a copy of the Board packet to the Association.
- 5.4 Pursuant to the requirements of AB 119 (Gov’t Code § 3555 et seq.) the parties agree with the following definitions and procedures regarding the access to new employee orientations and personal employee information:
  - 5.4.1 Access to New Unit Member Orientations
    - 5.4.1.1 “New Employee Orientation” shall be defined as a meeting during non-instructional time between a new employee in a position represented by SMCEA and a SMCEA representative that is held within the first 30 days following the new employee’s first day at his/her assigned site/location.
    - 5.4.1.2 Within five (5) work days of the new employee’s first day in paid service, the County Office will provide written notice to SMCEA via email to [SMCEA1@gmail.com](mailto:SMCEA1@gmail.com), of that employee’s commencing employment. The notice will include the name(s) of the new employee(s) and the assigned work site/location. SMCEA shall then be responsible for coordinating with the site Principal the date and time for it to conduct its New Unit Member Orientation meeting. SMCEA will be provided with 30 minutes access to meet with the new employee(s).



- 5.4.1.3 Nothing in this Subsection grants SMCEA the right to attend any other portion of any New Employee Orientation aside from the portion specifically designated by the County Office for SMCEA's access. Similarly, the County Office will not have a management or supervisory unit member attend SMCEA's portion of the New Unit Member Orientation meeting.
- 5.4.2 Unit Member Contact Information
- 5.4.2.1 The County Office shall provide SMCEA, via email to [SMCEA1@gmail.com](mailto:SMCEA1@gmail.com), with the name, job title, department, work location, work telephone number, home telephone number (if applicable and/or in the County Office's possession), personal cellular numbers (if applicable and/or in the County Office's possession), personal email addresses (if applicable and/or in the County Office's possession), and home address (if applicable and/or in the County Office's possession) on file with the County Office of any newly hired unit member within 30 days of the date of hire.
- 5.4.2.2 The County Office shall provide SMCEA, via email to [SMCEA1@gmail.com](mailto:SMCEA1@gmail.com), with the name, job title, department, work location, work telephone number, home telephone number (if applicable and/or in the County Office's possession), personal cellular numbers (if applicable and/or in the County Office's possession), personal email addresses (if applicable and/or in the County Office's possession), and home address (if applicable and/or in the County Office's possession) on file with the County Office of all unit personnel on the first working day of September, January, April, and July.
- 5.4.2.3 Upon the unit member's written request to exclude the unit member's home address, home telephone number, personal cellular number, and personal email address from the contact information being provided by the County Office to SMCEA under Section 5.4.2.1 and 5.4.2.2, the County office will exclude that information.
- 5.4.3 Section 5.5 is subject to Article 6 (Grievance Procedure) of the parties' collective bargaining agreement.
- 5.4.4 The County Office will notify the Association of a request it receives for personal contact information (home address, home or cellular telephone number, or personal email address) of a SMCEA bargaining unit member within 5 days of its receipt of the request, unless otherwise prohibited by applicable law or an order of a court, hearing officer, or other body or competent jurisdiction.
- 5.5 The Association may use the County Office's internal mail service, bulletin boards and mailboxes for communication.
- 5.6 The San Mateo County School Directory shall have a listing, which includes the principal officers of the Association.
- 5.7 An appropriate number of representatives of the Association shall be granted released time as specified in the Government Code section 3543.1(c). Released time for this purpose shall not be limited by the budget constraints of individual programs. The President of the Association shall be granted 30 days of released time each school year provided that the Association shall pay the actual cost of a substitute for the Association President. During the school year, the Association shall have the right to purchase days as needed, at the actual cost of the substitute, for the purpose of

organizational matters beyond the scope of representation. The County Office shall bill the Association on a regular basis for all substitute costs incurred by the above provisions.

- 5.8 The Association may be invited to send representatives to Cabinet meetings.
- 5.9 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or make copies of materials in such unit member's personnel file, which are made accessible to the unit member.
- 5.10 The County Office agrees not to schedule meetings, which unit members are required to attend after school hours on the first and third Mondays of each month, to allow for Association meetings.
- 5.11 Professional and Organization Dues – Payroll deductions for Association membership dues shall be in accordance with the Government Code section 3543.1(d).

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

### **6.1 Definitions**

- 6.1.1 A "grievance" is a claim that a term of this Agreement, or a written Board Policy or Administrative Regulation covering negotiable items has been violated, misinterpreted, or misapplied and that by reason of such action or omission the rights under the Agreement have been adversely affected.
- 6.1.2 For the purpose of this Article, the "parties to the Agreement" are: (a) any unit member; (b) the County Office; and (c) the Association.
- 6.1.3 A "grievant" is one or more unit members or the Association who files a grievance. The SMCEA President and/or his/her designee shall be the only person to file a grievance on behalf of the Association.
- 6.1.4 A "respondent" is a party to the Agreement whose alleged action or omission caused the alleged violation, misinterpretation, or misapplication of the Agreement, which is stated in the grievance.
- 6.1.5 A "day" is any duty day in which the grievant is required by contract to render service.
- 6.1.6 "Calendar" is the specific schedule that a unit member is assigned to work under.

### **6.2 Purpose**

This procedure is the means by which the parties to the Agreement may seek resolutions or adjustments of grievances arising out of alleged violations, misinterpretations, or misapplications of the Agreement, written Board Policy or Administrative Regulations covering negotiable items. Grievances should be resolved or adjusted as promptly and as courteously as possible; therefore, various time limits have been established to minimize delays in the various levels which have been provided. All names of the parties shall be kept confidential.

### **6.3 Procedure**

#### 6.3.1 Level One: Informal

- 6.3.1.1 Within twenty (20) days after the occurrence of an act or after the grievant has actual or constructive knowledge of an act or omission giving rise to a grievance,

the grievant shall inform the respondent of the grievance in writing. If the respondent is the County Office, the grievant shall so inform the responsible Administrator.. A copy of the grievance shall be sent by the grievant to the Association President and Associate Superintendent, Human Resources.

- 6.3.1.2 The respondent shall attempt to meet with the grievant and they shall make a sincere attempt to reach a satisfactory resolution or adjustment within ten (10) days of the initiation of the informal grievance. The respondent shall respond in writing to the grievant with a proposed resolution or adjustment of the grievance within five (5) days after the meeting or fifteen (15) days after the initiation of the informal grievance process if no meeting is held.

### 6.3.2 Level Two: Formal

- 6.3.2.1 If the grievant is not satisfied with the disposition of the grievance at Level One, the grievant may file the grievance concurrently with the Division Head or next higher level supervisor ten (10) days after the receipt of the decision at Level One. The written request shall include the following: (a) a clear, concise statement of the complaint; (b) the specific term or terms of the Agreement, written Board Policy or Administrative Regulation covering negotiable items which allegedly have been violated, misinterpreted, or misapplied; (c) the remedy sought by the grievant; (d) the persons involved; and (e) a summary of the actions taken since initial communication of the grievance to the respondent. Included shall also be the decision rendered at Level One, the reasons why the decision is being appealed, and the name of the grievant's advocate, if any.

- 6.3.2.2 Within ten (10) days after receipt of the written grievance by the Division Head or next higher level supervisor, the Division Head or next higher level supervisor or designee shall meet with the grievant and advocate, if any, in a sincere attempt to reach a satisfactory resolution or adjustment. Within five (5) days after this meeting or fifteen (15) days after the submission of the Level Two grievance if no meeting has taken place, the Division Head or next higher level supervisor or designee shall submit a written decision to the grievant. The grievant shall provide a copy of the written decision to the Association. If the Association is not satisfied with the disposition of the grievance or if no disposition has occurred, it may move the grievance to Level 3 within the applicable timelines.

### 6.3.3 Level Three: Appeal to Superintendent

- 6.3.3.1 If the grievant and/or other parties to the Agreement are not satisfied with the disposition of the grievance at Level Two, the grievant may appeal within five (5) days of when the written decision is provided at Level Two. The appeal must be done in writing to the Superintendent. Within ten (10) days after receipt of the appeal, the Superintendent shall hold a meeting on the grievance, upon request.

- 6.3.3.2 The grievant and the grievant's advocate shall be given at least five (5) days' notice of the meeting.

- 6.3.3.3 Within ten (10) days after the meeting on the appeal, the Superintendent shall communicate a decision in writing to the grievant and the advocate.

### 6.3.4 Level Four: Submission to Arbitration

- 6.3.4.1 If the grievance is not resolved satisfactorily at Step Three, the Association, within ten (10) days after a decision by the Superintendent, may submit the

grievance to advisory arbitration. If any question arises as to the arbitrability of the grievance, such question shall initially be ruled upon by the arbitrator and at the arbitrator's discretion, such ruling may be reserved until the merits of the grievance has been heard.

6.3.4.2 The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice is given. If the two parties fail to reach agreement on an arbitrator within five (5) days, the State Mediation and Conciliation Service will be requested to supply a list of seven (7) names. The parties shall alternately strike names until one remains and the determination of who strikes first will be determined by the flip of a coin.

6.3.4.3 The arbitrator shall hold a hearing as soon as reasonably possible following his/her appointment. Within thirty (30) days after the arbitration, the arbitrator shall render the decision in writing and shall set forth his/her findings of fact, reason, and conclusions on the issues submitted. If the arbitrator determines that additional time for his/her decision is necessary, the arbitrator shall have discretion to issue such decision within a reasonable period of time. The arbitrator shall be without power or authority to make any decision that requires the commission of any act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any decision recommendations for reimbursement for financial loss of wages or fringe benefits or other non-financial remedies as judged to be proper. The arbitrator shall submit to all parties his/her findings and recommendations which shall be advisory in nature.

6.3.4.4 Nothing in the foregoing shall be construed to empower the arbitrator to make any decision(s) amending, changing, subtracting from, or adding to the provisions of this Agreement.

#### 6.3.5 Level Five: Final Action

Within ten (10) days of receiving the arbitrator's report, the Superintendent shall render a final decision on the grievance.

### 6.4 Rights of Unit Members to Representation

A grievant may be represented at all stages of the grievance by an Association representative(s).

No reprisals of any kind shall be taken by the County Office or by any member or representative of the administration or the Board against any grievant, any party in interest, any member of the Association or any other participant in the grievance procedure by reason of such participation, in accordance with the Government Code section 3543.5.

### 6.5 Miscellaneous Provisions

#### 6.5.1 Fees, Costs, and Expenses

6.5.1.1 Fees and expenses of the arbitrator shall be shared equally by the County Office and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expenses of witnesses called by the other. If any grievance meeting or hearing shall be conducted during the school day, any unit member required by either party to participate as a witness or grievant in such meeting or hearing shall be released from his/her regular duties without loss of pay for a reasonable amount of time.

- 6.5.1.2 If the arbitrator rules against the Superintendent and the Superintendent does not comply with the ruling, the County Office will pay all costs of the arbitration.
- 6.5.1.3 Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expenses of such individual shall be paid by the requesting party or shared if they both mutually agree.
- 6.5.1.4 All arbitration decisions shall be a matter of public record.
- 6.5.2 Documents and records of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any unit member.
- 6.5.3 All grievances covered by terms of this Agreement shall be submitted on grievance forms. See Addendum F.
- 6.5.4 The time limit for any level of grievance procedure may be modified by mutual agreement in writing by the grievant and respondent. If the County Office does not render a required decision within the established timeline of this Article, that failure shall be considered a denial of the grievance at that Level and the grievant may proceed to the next Level within the required timelines.
- 6.5.5 If the grievant decides not to process the grievance beyond Level Two, the Association may continue to process the grievance through subsequent levels when it deems such action appropriate for the maintenance of this Agreement.
- 6.5.6 When it is necessary for a party in interest, the respondent's designee, or the grievant's advocate to investigate a grievance or attend a grievance meeting or hearing during the day, appropriate release time without loss of pay shall be granted.
- 6.5.7 A unit member may at any time present grievances to the County Office up to Level Three, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of the Agreement. If any unit member presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The County Office shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 6.5.8 Expedited Arbitration – By mutual agreement of the County Office and the Association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such intention will accompany the Demand for Expedited Arbitration.

## **ARTICLE 7 – PROFESSIONAL GROWTH**

### **7.1 Conferences**

Conferences refer to those meetings, workshops, institutes, and demonstrations, which are being presented for the purpose of education, evaluation, or orientation.

### **7.2 Conference Expenses**

- 7.2.1 Reimbursement to unit members for travel outside of San Mateo County in performance of duty shall be in accordance with Administrative Regulation 3330.1.

7.2.2 Unit members may draw money to cover anticipated expenses.

### **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 his/her 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 his/her \$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 his/her 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 his/her 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 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 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.

## **8.2 Court Appearance and Jury Duty Leave**

All unit members shall be granted leave with pay for jury duty, or to appear as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. The unit member shall refund to the County Office any amount received for jury or witness fees.

## **8.3 Industrial Accident or Illness Leave**

An industrial accident or illness as used in this Section, means any injury or illness whose cause can be traced to the performance of services for the County Office in accordance with Workers’ Compensation regulations. All unit members shall be allowed industrial accident or illness leave as follows:

- 8.3.1 Maximum allowable leave shall be for up to 60 days during which the schools of the Office are in session or when the unit member would otherwise have been performing work for the County Office in any one fiscal year for the same accident.
- 8.3.2 Allowable leave shall not be accumulated from year to year.
- 8.3.3 Industrial accident or illness leave shall commence on the first day of absence.
- 8.3.4 When a unit member is absent from duties on account of an industrial accident or illness(es), he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than full salary. The phrase “full salary” as utilized in this subdivision shall be computed so that it shall not be less than the unit member’s “average weekly earnings” as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this Section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.
- 8.3.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 8.3.6 When an industrial accident or illness leave overlaps the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

## **8.4 Sick Leave**

- 8.4.1 All unit members employed 5 days a week shall be entitled to 10 days leave of absence for illness or injury with full pay for a school year of service. All unit members employed for less than 5 school days a week shall be entitled, for a school year of service, to that proportion of 10 days leave of absence for illness or injury as the number of days he/she is employed bears to 5. Physician verified disability due to pregnancy, miscarriage, childbirth, and recovery there from shall qualify the female unit member to use her accumulated sick leave. Bargaining unit members may use sick leave for the following purposes:

- 8.4.1.1 Sick leave: Bargaining unit members may take sick leave for themselves and their eligible family members as defined in Section 8.4.1.3: (a) for diagnosis, care or treatment of an existing medical condition; (b) for preventative care; (c) to attend a

medical or dental appointment; (d) to attend to or provide care for a family member with a mental or physical illness; and/or (e) to recover or recuperate from an injury or health condition.

8.4.1.2 Safe leave: Bargaining unit members may take safe leave if the unit member is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the unit member, such as judicial assistance, medical attention, counseling, etc.

8.4.1.3 For purposes of this Section, "immediate family" is defined as: parent, parent-in-law, person who stood in loco parentis status when the unit member was a minor child, grandparent of the unit member or the unit member's spouse or registered domestic partner, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the unit member, an individual for which the associate stands in loco parentis, legal guardian or ward, or any person living in the immediate household of the unit member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.

8.4.2 After a unit member has exhausted all available sick leave, and continues to be absent, the unit member is eligible to receive differential sick leave pay for a period of time extending up to 5-school months. The differential sick leave pay the unit member receives during the up to 5-school month period shall be the difference between the unit member's salary and the sum that is actually paid a substitute unit member or, if no substitute unit member was employed, the amount that would have been paid to the substitute had a substitute been employed.

8.4.2.1 A bargaining unit member shall not be provided more than one five-month period per illness or injury. If a school year terminates before the five-month period for an injury or illness is exhausted, the bargaining unit member may take the balance of the five-month period for that same illness or injury in a subsequent school year.

8.4.2.2 A unit member shall not be eligible to receive more than one five-month differential leave period per school year.

8.4.2.3 The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

8.4.2.4 The County Office may require a unit member to provide written verification of length of the leave needed, the date the leave commenced, and the reason for the leave – without identifying the underlying medical reason for the absence – taken under this Section from the unit member's healthcare provider.

8.4.3 Securing substitute unit members for all bargaining unit members shall be the responsibility of the County Office.

## **8.5 Use of Sick Leave for Personal Necessity**

8.5.1 All unit members may use up to 10 days of accumulated sick leave in any school year in cases of personal necessity.

8.5.2 No advance permission shall be required for leave under this Section taken for death or serious illness of a member of his/her immediate family, or accident involving his/her person



or property, or the person or property of a member of his/her immediate family; provided the unit member files the appropriate form upon returning. When these circumstances necessitate use of additional accumulated sick leave days, they shall be used provided the unit member submits proof of necessity as prescribed by the County Office.

Personal necessity for reasons other than those noted above is subject to securing the advance permission of the unit member's immediate supervisor.

8.5.3 All unit members may use 2 days of accumulated sick leave in any school year for personal business that cannot be reasonably conducted during out of school hours. No requirement for notice or reasons not required under Section 8.6 shall be required under this Section.

8.5.4 For those unit members who qualify to take and take Family Care Leave and/or Military Caregiver Leave under the FMLA, please see Article 8.14.5 with respect to the ability to use accrued sick leave while on such leave.

## **8.6 Personal Business Leave**

Two days of leave per year will be allotted for personal business that cannot reasonably be conducted during out-of-school hours. Personal business leave may not be used within the last two weeks of a unit member's assigned work year, except in emergency situations. In the event of an emergency situation, the unit member must provide immediate notice to his/her manager of the need to take a personal business leave day.

## **8.7 Project Development Leave**

A project development leave with full pay may be granted to a unit member or group of unit members for a specific length of time to perform a specific task that will improve program, curriculum or other services. The duration of the leave may be one day or a number of consecutive days during or after the regular school year. Unless otherwise specified, the unit member shall be relieved of all regular duties during the time of leave, and a substitute provided, as necessary.

## **8.8 In-Service Leave**

8.8.1 For the purpose of in-service education and extended classroom responsibility, unit members shall be granted one visiting day per academic year. Arrangements shall be made by the unit member following plans developed by the Director/Manager and the unit member. Such in-service leaves shall be subject to the approval of the Director/Manager. The County Office shall provide an additional visiting day when necessitated by a significant change in a unit member's assignment. Significant changes are defined as: (1) change in class type (e.g. Autism to SMH); (2) change in grade level (e.g. change from elementary to secondary or vice versa); and (3) program change from one program to another (e.g. ECE to Court and Community).

8.8.2 Expenses incurred for bridge tolls and mileage for authorized visitations will be reimbursed.

## **8.9 Professional Development Leave**

8.9.1 A Professional Development Leave may be granted to a unit member for a specific length of time to perform a task that will improve, update, or redirect the unit member's professional competencies.

8.9.2 The period of time may be one day, a number of days, a semester or a full year, during or after the regular school year.

8.9.3 During leave time, the unit member shall receive full or partial compensation as specified in the terms of the leave. Unless otherwise specified, the unit member shall be relieved of all regular duties during the time of leave, and a substitute provided, as necessary.

## **8.10 Sabbatical Leave**

Any unit member who has been employed by the County Office for at least seven consecutive years may be granted leave for study or travel, which will benefit the schools and pupils of the County Office, as provided in Education Code sections 44966 through 44976.

## **8.11 Leave Without Pay**

8.11.1 The County Superintendent of Schools may grant leaves of absence without pay, which shall generally not exceed one year. In the event of unit member disagreement, the unit member may forward the proposal to the next administrative level for resolution (Education Code sections 1294 and 44962).

8.11.2 Child Care A leave of absence without pay may be granted to a unit member for the purpose of childcare. Such leave shall generally not be for more than one school year. Leave taken under this Section shall, to the extent applicable, run concurrently with leave taken under Articles 8.14 and 8.16

## **8.12 Leave Information and Procedures**

The County Office shall prepare a bulletin for all unit members describing the nature of all leaves available to certificated unit members and providing specific information as to procedures for applying for leaves, granting of leaves, reporting on leaves, etc. This bulletin shall be reviewed by the Association prior to publication. The County Office shall revise the bulletin when required by changes in the law or policies, and the revision shall be reviewed by the Association prior to publication.

## **8.13 Miscellaneous Provisions**

8.13.1 When a leave is granted, the unit member shall be informed in writing of the conditions of the leave, including the assignment into which the unit member may anticipate returning at the end of the leave. Should program or student needs warrant, the County Office may make a change in the unit member's assignment; such change shall be considered a transfer and the applicable procedures of Article 9 of this Agreement shall be followed.

8.13.2 A unit member returning from a Professional Development Leave, Project Development Leave, or Sabbatical Leave shall progress on the salary schedule in the same manner as if he/she had remained in active service.

8.13.3 Applications for Professional Development Leave, Project Development Leave and Sabbatical Leave shall be forwarded to the Developmental Leave Committee for review and recommendation.

8.13.4 No later than December 1st, the County Office shall provide written notice, by certified mail, to a unit member who is on a leave of absence. The notice shall request that the unit member respond in writing regarding his/her intention to return to work for the next school year. The unit member's response stating his/her intent to return to work for the next school year must be provided to the Human Resources Department no later than February 1st.

8.13.5 During Leave Without Pay, the unit member shall remain on the unit member roster for fringe benefits and retirement provided the unit member pays the full premium at the County Office rate.

8.13.6 Any unit member on leave shall retain unit member status for the purposes of Article 1.7.

## 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) 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 registered domestic partner or a child of a registered domestic partner (CFRA only), leave taken for a serious health condition due to pregnancy or prenatal care (Fed-FMLA only), qualifying exigency leave (Fed-FMLA 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, registered domestic partner, child, or parent 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 (“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.

### 8.14.3 Length of Leave

8.14.3.1 If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 work weeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and (4) Military Emergency Leave. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible unit member may be entitled to additional leave under applicable law. When the reason for leave is Bonding Leave and both spouses work for the County Office and are eligible for leave under this Section, the spouses will be limited to a total of 12 workweeks off between the two of them. When the reason for leave is Family Care Leave and if both spouses work for the County Office and are eligible for leave under this Section, the spouses will be limited to a total of 12 work weeks off between the two of them under Fed-FMLA. A 12-month period begins on the date of your first use of FMLA Leave.

Successive 12-month periods commence on the date of an a unit member's first use of such leave after the preceding 12-month period has ended.

8.14.3.2 The maximum amount of FMLA Leave for a unit member wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

8.14.3.3 If both spouses work for the County Office and are eligible for leave under the Fed-FMLA, the spouses will be limited to a total of 26 work weeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave.

8.14.3.4 Under some circumstances, a unit member may take FMLA Leave intermittently – which means taking leave in blocks of time, or by reducing the unit member's normal weekly or daily work schedule. If a unit member is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Unit members who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the County Office's operations. A unit member must contact his/her manager and the Human Resources Department prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, the County Office may require a unit member to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If a unit member's request for intermittent leave is approved, the County Office may later require a unit member to obtain recertifications of his/her need for leave.

8.14.3.5 To the extent required by law, leave beyond a unit member's FMLA Leave entitlement will be granted when the leave is necessitated by a unit member's work-related injury or illness, a pregnancy-related disability or a "disability" as

defined under the Americans with Disabilities Act (“ADA”) and/or the Fair Employment and Housing Act (“FEHA”). When the reason for CFRA leave was the unit member’s serious health condition, which also constitutes a “disability” under the FEHA and the unit member cannot return to work at the conclusion of the CFRA leave, the County Office will engage in an interactive process to determine whether an extension of leave would constitute a reasonable accommodation under the FEHA.

#### 8.14.4 Notice and Certification

##### 8.14.4.1 Bonding, Family Care, Serious Health Condition Leave, and Military Caregiver Leave Requirements

8.14.4.1.1 Unit members may be required to provide: (1) 30-day advance notice when the need for the leave is foreseeable; (2) such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the unit member becomes aware of the need for leave or the next business day); (3) when the need for leave is not foreseeable, notice within the time prescribed by the County Office’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical; (4) when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form); (5) periodic recertification (but only to the extent permitted by applicable law, generally not under CFRA); and (6) periodic reports during the leave.

8.14.4.1.2 At the County Office’s expense, the County Office may also require a second or third medical opinion (for the third medical opinion, it must be a health care provider jointly agreed upon by the County Office and unit member, regarding a unit member’s own serious health condition or the serious health condition of the unit member’s family member for Fed-FMLA purposes and for CFRA purposes, the unit member’s own serious health condition. In some cases, the County Office may require a second or third opinion regarding the injury or illness of a “Covered Servicemember.” Unit members are expected to cooperate with the County Office in obtaining additional medical opinions that the County Office may require.

8.14.4.1.3 When leave is for planned medical treatment, a unit member must try to schedule treatment so as not to unduly disrupt the County Office’s operation. Unit members are to contact Human Resources prior to scheduling planned medical treatment.

##### 8.14.4.2 Military Emergency Leave

Unit members seeking to use Military Emergency Leave are required to provide: (1) the County Office with as much notice of the need for leave as is reasonable and practicable under the circumstances; (2) a copy of the covered military member’s active duty orders when the unit member requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member’s leave; and (3) a

completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the Human Resources Department.

#### 8.14.4.3 Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave.

#### 8.14.5. Compensation During Leave/Concurrent Running of Leaves

8.14.5.1 FMLA Leave is unpaid, except as set forth below and/or to the extent it runs concurrently with paid leaves as set forth in this Section. The County Office will only require unit members to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the unit member's own serious health condition or for any other reason, mutually agreed to by the County Office and the unit member. All payments of wage-replacement benefits and accrued paid leave will be integrated so that unit members will receive no greater compensation than their regular compensation during the FMLA Leave.

8.14.5.2 Entitlement to family and medical leave for the purposes of the unit member's own illness (except for pregnancy disability) shall be satisfied by and run concurrently with leaves taken pursuant to Article 8 (e.g., Sick Leave, Extended Sick Leave, Parental Leave and Child Care Leave). In addition, unit members may elect to use their accrued sick leave when the FMLA leave is for Family Care Leave and/or Military Caregiver Leave.

8.14.5.3 When such paid benefits are exhausted, the balance of the leave is unpaid, except in the case of Child Bonding Leave (CFRA). The use of paid benefits will not extend the length of a FMLA Leave.

8.14.5.4 A unit member may take up to four months pregnancy disability leave and then take an additional 12 weeks of family care leave for the purpose of caring for the new baby under the CFRA.

#### 8.14.6 Benefits During Leave

8.14.6.1 The County Office will continue making contributions for a unit member's group health benefits during the leave on the same terms as if the unit member had continued to work. This means that if a unit member wants benefits coverage to continue during his/her leave, the unit member must also continue to make any premium payments that he/she is now required to make for the unit member or his/her dependents. Unit members taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. When the reason for leave is a pregnancy-related disability, which is a serious health condition under the Fed-FMLA but not the CFRA, and the unit member takes additional time off that qualifies as CFRA leave, the County Office will continue the unit member's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Unit members taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the County Office may recover premiums it paid to maintain health coverage if the unit member fails to return to work following a FMLA Leave.

8.14.6.2 If a unit member is on a FMLA Leave but is not entitled to continued paid group health insurance coverage, the unit member may continue his/her coverage through the County Office in conjunction with federal and/or state COBRA guidelines by making monthly payments to the County Office for the amount of the relevant premium. Please contact Human Resources for further information.

#### 8.14.7 Job Reinstatement

8.14.7.1 Under most circumstances, unit members will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, unit members have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if a unit member would have been laid off had the unit member not gone on leave, or if the unit member's position has been eliminated during the leave, then the unit member will not be entitled to reinstatement.

8.14.7.2 Prior to being allowed to return to work, a unit member wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the unit member can perform the essential functions of the job as those essential functions relate to the unit member's serious health condition.

#### 8.14.8 Definitions

8.14.8.1 "Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a son or daughter. This term does not include "parents-in-law", except for Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.

8.14.8.2 "Child," for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, child of a registered domestic partner, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

8.14.8.3 "Covered Active Duty" means: (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

8.14.8.4 "Covered Servicemember" means: (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the

individual medically unfit to perform his or her military duties; or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

- 8.14.8.5 "Domestic Partner" is herein defined as the partner of an eligible unit member who shares a long-term committed relationship of indefinite duration with the following characteristics:
- 8.14.8.5.1 Living together for at least 6 months.
  - 8.14.8.5.2 Having an exclusive mutual commitment similar to that of marriage.
  - 8.14.8.5.3 Financially responsible for each other's well-being and debts to third parties. This means that a unit member has entered into a contractual commitment for that financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages and major credit cards).
  - 8.14.8.5.4 Neither partner is married to anyone else nor has another domestic partner.
  - 8.14.8.5.5 Partners are not related by blood closer than would bar marriage in the state of their residence.
- An Affidavit of Domestic Partnership must be filed and reviewed 30 calendar days prior to accessing the benefit.
- 8.14.8.6 "Serious injury or illness" in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render him or her medically unfit to perform the duties of his or her office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- 8.14.8.7 "Qualifying exigency" is defined by the Department of Labor and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.
- 8.14.9 This Section of the Agreement may be reopened at any time by either party.
- 8.14.10 Department of Labor Notice WH1420 is attached to this Agreement as Addendum F.



## 8.15 – Pregnancy Disability Leave

- 8.15.1 Any unit member who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence. There is no length of service requirement.
- 8.15.2 For purposes of this Section, a unit member is disabled when, in the opinion of the unit member's healthcare provider, she cannot work at all or is unable to perform any one or more of the essential functions of the unit member's job or to perform them without undue risk to herself, the successful completion of her pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if an unit member needs to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).
- 8.15.3 Reasonable Accommodation for Pregnancy-Related Disabilities
- 8.15.3.1 Any unit member who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. A unit member is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the unit member's health care provider has certified that it is medically advisable for her to temporarily transfer or to receive some other accommodation.
- 8.15.3.2 The County Office will provide a temporary transfer to a less strenuous or hazardous position or duties or other accommodation to a unit member affected by pregnancy if: she requests a transfer or other accommodation; the request is based upon the certification of her health care provider as "medically advisable"; and the transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.
- 8.15.3.3 As part of this accommodation process, no additional position will be created and the County Office will not discharge another unit member, transfer another unit member with more seniority, or promote or transfer any unit member who is not qualified to perform the new job.
- 8.15.3.4 Advance Notice and Medical Certification
- To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, a unit member must:
- 8.15.3.4.1 Provide 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- 8.15.3.4.2 Provide as much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days' notice is not foreseeable; and
- 8.15.3.4.3 Provide a signed medical certification from the unit member's health care provider that states that the unit member is disabled due to pregnancy or that it is medically advisable for the unit member to be temporarily transferred or to receive some other requested accommodation.

The County Office may require a unit member provide a new certification if she requests an extension of time for the leave, transfer or other requested accommodation.

#### 8.15.3.5 Duration

8.15.3.5.1 The County Office will provide a unit member with a Pregnancy Disability Leave of Absence for the duration of her pregnancy-related disability for up to four (4) months. This leave may be taken intermittently or on a continuous basis, as certified by her health care provider. The four months of leave available to a unit member due to her pregnancy related disability is defined as the number of days (and hours) the unit member would normally work within four calendar months or 17.33 work weeks.

8.15.3.5.2 Any temporary transfer or other reasonable accommodation provided to a unit member affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the unit member has available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

#### 8.15.3.6 Reinstatement

8.15.3.6.1 If the unit member and the County Office have agreed upon a definite date of return from her leave of absence or transfer, she will be reinstated on that date if she notifies the County Office that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, she will be returned to work within two (2) business days, where feasible, after she notifies the County Office of her readiness to return.

8.15.3.6.2 Before a unit member will be allowed to return to work in her regular job following a leave of absence or transfer, she must provide the Associate Superintendent, Human Resources with a certification from her health care provider that she can perform safely all of the essential duties of her position, with or without reasonable accommodation. If she does not provide such a release prior to or upon reporting for work, she will be sent home until a release is provided. Any time a unit member is not allowed to work due to not having provided the required release will be unpaid except to the extent that the unit member submits the required certification and that certification identifies the unit member as still qualifying for leave under this Section.

8.15.3.6.3 A unit member will be returned to the same or a comparable position upon the conclusion of her leave of absence or transfer. If the same position is not available on the unit member's scheduled return date, the County Office will provide her a comparable position on her scheduled return date or within 60 calendar days of that return date. However, the unit member will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if a unit member would have been laid off had he/she not gone on leave, or if the unit member's position has been eliminated during the leave, then the unit member will not be entitled to reinstatement.

8.15.3.6.4 Failure to return to work at the conclusion of the leave of absence may result in termination of employment, unless a unit member is taking additional leave provided by law or County Office policy or the County Office has otherwise approved the unit member to take additional time off.

#### 8.15.3.7 Integration with Other Benefits

Unit members who are taking a leave of absence under this Section or who require accommodations to work a reduced work schedule or to take time off from work intermittently will first use their accrued sick leave to remain in paid status. If a unit member exhausts her accrued sick leave and remains on a leave or working intermittently/a reduced work schedule, she will use her 5 month or 100 days of differential leave under Article 8.4.2. Use of such sick leave and differential leave will not extend the available leave of absence time. Sick leave hours will not accrue during any unpaid portion of the leave of absence, and a unit member will not receive pay for official holidays that are observed during her leave of absence except during those periods when the unit member is substituting sick leave for unpaid leave.

#### 8.15.3.8 Benefits

8.15.3.8.1 The County Office will maintain a unit member's health insurance benefits during a unit member's Pregnancy Disability Leave for a period of up to four months, as defined above, on the same terms as they were provided prior to the leave time. If a unit member takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the County Office will continue the unit member's health insurance benefits for up to a maximum of 12 work weeks in a 12-month period.

EXAMPLE: A unit member takes 17.33 workweeks off due to a pregnancy disability. Assuming the unit member is eligible for FMLA and CFRA leave, her Pregnancy Disability Leave will also be concurrently covered by FMLA and her group health insurance coverage would continue for the entire 17.33 workweek period. If, after the unit member's pregnancy disability leave and FMLA Leave, has been completed, she wishes to take 12 additional weeks off from work to bond with a new baby under CFRA, the County Office will continue her health insurance benefits for the 12 workweek period.

8.15.3.8.2 In some instances, the County Office may recover premiums it paid to maintain health insurance benefits if a unit member fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or County Office policy or not returning due to circumstances beyond her control.

### 8.16 – Parental Leave

#### 8.16.1 Eligibility and Length of Leave

8.16.1.1 Eligible unit members may receive parental leave of up to twelve weeks for the purpose of bonding as a result of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member.

8.16.1.1.1 For birth mothers, the twelve (12) weeks of bonding leave under this Section is a separate entitlement from pregnancy disability leave (see Article 8.15). For birth mothers, the twelve (12) weeks of bonding leave will commence on the first day of such leave.

8.16.1.1.2 For non-birth parents, the twelve (12) weeks of bonding leave commences on the first day of the unit member's leave and must be completed within one year of the birth, adoption, or foster care placement of the child.

8.16.1.2 A unit member shall not be provided more than one 12-week period per parental leave. If a school year terminates before the 12-week period is exhausted, however, the unit member may take the balance of the 12-week period in the subsequent school year, but the use of the leave must be completed within one year of the birth or placement for adoption or foster care of the child.

8.16.1.3 The aggregate amount of parental leave taken pursuant to this Section and under the FMLA/CFRA shall not exceed 12 workweeks in a 12-month period.

8.16.1.4 Leave under this Section may be taken on an intermittent basis or non-consecutively. The minimum duration of the leave shall be two weeks, except that the County Office will grant a request for such leave of less than two weeks' duration on any two occasions and may grant requests for additional occasions of leave lasting less than two weeks.

8.16.1.5 Parental leave taken pursuant to this Section shall run concurrently with parental leave taken pursuant to the FMLA/CFRA Article 8.4, 8.11.2, and Article 8.14.

#### 8.16.2 Eligibility for Parental Leave

In order to be eligible for leave under this Section, a unit member must have completed one year of service with the County Office prior to the leave starting, but is not required to have worked 1,250 hours during the previous 12-month period.

#### 8.16.3 Pay While on Parental Leave

While on parental leave, a unit member must first use all his/her earned and accumulated sick leave. If a unit member exhausts his/her sick leave (Article 8.4.1) prior to the expiration of the 12-week parental leave, he/she shall be entitled to utilize differential sick leave for the balance of the twelve (12) week period. Effective January 1, 2019, in no event, will a unit member receive less than 50% of his/her salary while using leave under this Section.

8.16.4 If both parents are eligible under this Section, they are each eligible to take up to 12-workweeks of parental leave.

### **ARTICLE 9 – TRANSFER**

#### **9.1 Definitions**

9.1.1 A "transfer" is the movement of a unit member from one position or assignment to another.

- 9.1.2 A “position” is a specific job title within a Program.
- 9.1.3 An “assignment” is specific long-term duties, such as grade level, subject, and work site location.

## **9.2 Policy**

- 9.2.1 All transfers shall be made for the reasons of Program need, student need, and/or unit member benefit.
- 9.2.2 Assignment and transfer shall be made by the County Office.
- 9.2.3 Simultaneously with publicly posting a position announcement, the County Office will interview any unit members who:
  - 9.2.3.1 have submitted written transfer requests to the Human Resources Department; and
  - 9.2.3.2 have the appropriate credentials and authorizations for the vacant position.
- 9.2.4 On or about June 1st of each school year, unit members shall be informed of their tentative program and classroom/work site assignment for the next school year and known vacancies for which they may wish to submit a transfer proposal. If a unit member’s assignment is to be changed, the reasons for the transfer shall be given.

## **9.3 Vacancies/Posting**

- 9.3.1 A vacancy is any SMCEA represented position that does not have a unit member assigned to it and that the County Office has decided to fill.
- 9.3.2 Upon knowledge of a vacancy, the County Office shall deliver to unit members – via email – notice of all vacancies. The notice shall contain the following:
  - 9.3.2.1 A closing date for the posting, which is at least ten (10) working days following the posting date.
  - 9.3.2.2 A job description.
  - 9.3.2.3 Credentials and qualifications necessary to meet the requirements of the position.
- 9.3.3 The County Office will not permanently fill the vacancy until after the posting’s closing date.
- 9.3.4 The County Office shall, notify unit members by US mail to the address it has on file for each unit member of any posted openings which may arise during the summer recess, intersession, or a period of leave.

## **9.4 Procedure**

- 9.4.1 Voluntary Transfers
  - 9.4.1.1 A voluntary transfer is a transfer, which is initiated at the unit member’s request.
  - 9.4.1.2 Transfer Requests

- 9.4.1.2.1 A unit member may initiate a request for transfer at any time by submitting a “Request for Transfer” form to the Human Resources Department whether or not a vacancy exists. When submitting the Request for Transfer form, the unit member must identify the positions and/or assignments to which he/she would want to be transferred. The County Office will provide written notice – including via email – to the unit member confirming receipt of the transfer request form.
- 9.4.1.2.2 A unit member may also submit a request for a voluntary transfer subsequent to the posting of a vacancy pursuant to the posting procedure of this Article. Unit members must express their interest in a vacancy before the posting deadline by submitting a notice of interest in the position through written correspondence or e-mail. A qualified unit member is defined as a current member of SMCEA holding the appropriate credential(s) and authorization(s) for the open position.
- 9.4.1.2.3 One copy of the transfer form will be returned to the employee to verify receipt by the Human Resources Department.
- 9.4.1.3 The “Request for Transfer” shall remain active for the current school year. For the purpose of the transfer process, the current school year is defined as July 1st through June 30th.
- 9.4.1.4 All unit members who have an existing Request for Transfer on file for the position/assignment in question will not need to file a further request to be considered for a vacancy covered by the Request for Transfer and will be contacted by the Human Resources Department to determine interest in the vacant position. The unit member must inform, in writing, the Human Resources Department of his/her interest in the position within three (3) workdays of being contacted by Human Resources. A copy of the job description will be sent by the Human Resources Department to all interested transferees.
- 9.4.1.5 All interested unit members who have a Request for Transfer on file or submit a Request for Transfer during the posting period and who hold the appropriate credential(s) and authorization(s) and are otherwise qualified for the position will be interviewed for the open position.
- 9.4.1.6 For interviews conducted under this Section, an interview committee will be utilized that consists of a County Office administrator, a Human Resources representative, and two (2) SMCEA representatives selected by SMCEA. If the SMCEA President is unavailable to make the selection, the SMCEA Vice-President or SMCEA Negotiations Chairperson will be contacted. If SMCEA cannot make its selections in a timely fashion, SMCEA may request that Human Resources Department select the SMCEA committee members. If no request is received and there are not sufficient SMCEA representatives available, the County Office may proceed with the interview committee without the SMCEA representatives in order to fill the position.
- 9.4.1.7 The Human Resources Department will notify, in writing, applicants and the SMCEA President of the results of the interview process. A unit member must accept or decline the offer or withdraw the transfer request within two (2)

workdays of the offer being made by providing notice to the Human Resources Department. The unit member's decision must be in writing – including via email.

9.4.1.8 One primary transfer will be allowed mid-year for each vacancy to prevent the “domino effect” and disruption to students and services.

9.4.1.9 The transfer process will be completed before any outside candidates may be considered.

9.4.1.10 A voluntary transfer request shall not be denied for arbitrary and capricious reasons.

#### 9.4.2 Involuntary Transfers

9.4.2.1 An involuntary transfer is a transfer which is initiated by the County Office.

9.4.2.1.1 The County Office, in its sole discretion, may solicit volunteers prior to involuntarily transferring a unit member.

9.4.2.1.2 If the County Office solicits volunteers, it may select the unit member from those who volunteer to be transferred, as long as the unit member is qualified and credentialed to work in the position to which the unit member would be transferred, or choose to involuntarily transfer a unit member who did not volunteer.

9.4.2.1.3 Article 9.4.2.1.1 to 9.4.2.1.2 shall not be subject to the grievance procedure set out in Article 6.

9.4.2.2 An involuntary transfer shall not be made for arbitrary and/or capricious reasons. The County Office shall provide, in writing, the specific reasons for the transfer to the unit member at the same time the notice of transfer is provided.

9.4.2.3 The Human Resources Department will provide written notice of such transfer to the employee at least ten (10) working days prior to being involuntarily transferred, except in emergency situations in which case the Human Resources Department will provide three (3) working days' notice of the involuntary transfer.

9.4.2.3.1 Except for emergency situations, prior to the involuntary transfer taking place, the unit member may request to have a meeting with the County Office administrator regarding the involuntary transfer decision. A representative of the SMCEA shall, upon request, be present at this meeting. The meeting shall include a discussion of the specific reasons for the involuntary transfer,

9.3.2.3.2 A unit member involuntarily transferred shall have the right to apply for a subsequent vacancy for which they are qualified pursuant to the requirements of this Article.

### 9.5 Notification and Preparation Time

9.5.1 For any non-emergency transfer during the school year, the unit member(s) will be notified in writing of the pending transfer at least ten (10) working days prior to its effective date, unless the County Office administrator and unit member agree that the transfer will become effective in less than ten (10) working days.

- 9.5.2 From the end of the school year until the beginning of school in the fall, the County Office shall maintain a central file of vacancies and information regarding these vacancies will be available upon request. Unit members shall be notified as soon as possible of any subsequent changes in assignment.
- 9.5.3 Unit members who transfer during a school year shall be afforded the rights set out in Article 11.14 and 11.15.

## **9.6 Transfer Due to Loss of Enrollment or Program Reduction**

When it becomes necessary to transfer a unit member from a Program because of loss of enrollment, program reduction, or program transfers, the decision to transfer the unit member shall be made on the basis of Program need, student need, and/or unit member benefit, applying the following criteria:

- 9.6.1 Appropriate credential(s) held for the open position;
- 9.6.2 Teaching experience, including but not limited to:
  - 9.6.2.1 Teaching experience outside of the County Office
  - 9.6.2.2 Teaching experience within County Office
  - 9.6.2.3 Teaching experience within the Program
  - 9.6.2.4 Teaching experience with age level of new position
- 9.6.3 Education, including but not limited to:
  - 9.6.3.1 Degrees earned
  - 9.6.3.2 Technology training and certification
  - 9.6.3.3 Professional growth
- 9.6.4 Performance, including but not limited to:
  - 9.6.4.1 Specific job related skills (Braille, sign language, etc.)
  - 9.6.4.2 Bilingual capabilities
- 9.6.5 Service to the County Office based on leadership roles (i.e., CADRE, Head Teacher, etc.)
- 9.6.6 Unit member preference

Prior to the transfer, the unit member shall be provided with a written rationale for the decision based upon the above criteria.

## **ARTICLE 10 – EVALUATION AND ASSESSMENT OF CERTIFICATED PERSONNEL**

### **10.1 Purpose**

The purpose of the Evaluation and Assessment process is:

- 10.1.1 to objectively and systematically evaluate and assess the performance of unit members.



- 10.1.2 to develop professional competence.
- 10.1.3 to recognize performance and reinforce educational practices.
- 10.1.4 to meet the mandates of law and due process which require that no unit member shall be dismissed for incompetence without evaluation.

## **10.2 Evaluation and Assessment Procedures**

- 10.2.1 Probationary and temporary unit members shall be evaluated once each school year. Permanent unit members shall be evaluated every other school year unless the present Evaluation Report substantiates the need for continued evaluation. Teachers with permanent status who have been employed with the County Office for at least 10 years and whose previous evaluations rated the unit member as meeting or exceeding standards may be evaluated every 5 years. The evaluator and the certificated unit member must agree and either may withdraw consent at any time, thereby returning the certificated unit member to the traditional evaluation cycle. See Addendum E.
- 10.2.2 Each Administrator shall be responsible for evaluating the unit members under his/her immediate supervision.
- 10.2.3 Evaluation and Assessment of unit members shall be limited to competency as it reasonably relates to:
  - 10.2.3.1 Progress to expected student achievement established by the teacher;
  - 10.2.3.2 The instructional techniques and strategies used by the unit member;
  - 10.2.3.3 The unit member's adherence to curricular objectives; and
  - 10.2.3.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.
  - 10.2.3.5 Nurses, Psychologists, Social Workers, Program Specialists and Counselors are to be evaluated/assessed using the Stull Bill Process (Addendum E) as it reasonably relates to the needs of the student, the program, and the classroom teacher:
    - 10.2.3.5.1 Delivery of expected services described by job description;
    - 10.2.3.5.2 The professional responsibilities as delineated by the unit member developed objectives; and
    - 10.2.3.5.3 The establishment and maintenance of required records, assessments, reports and support services as determined by the unit member developed objectives.
- 10.2.4 Before the last work day of September those unit members to be evaluated during the current school year shall be notified in writing.
- 10.2.5 The unit member being evaluated and the Administrator shall meet no later than October 30th for a pre-evaluation conference to discuss and/or review: the evaluation tool; the evaluation procedures; the unit member generated or County Office generated, if any, objectives as they pertain to Section 10.2.3.1 through .5 above and data for the evaluation period; the tentative schedule (dates and times) of observations and conferences; and any

- constraints which the unit member believes may inhibit his/her ability to meet the objectives established.
- 10.2.6 In the event of a disagreement over the objectives, data and/or evaluation schedule, the two parties shall:
- 10.2.6.1 Make a good faith effort to resolve the differences.
  - 10.2.6.2 If resolution still has not been reached, either the unit member or the Administrator may invite a third party to assist in resolving the differences by making recommendations.
  - 10.2.6.3 If either party rejects the recommended solutions, each shall be allowed to state their position on the matter in writing and attach to the evaluation form.
- 10.2.7 During the course of the evaluation period, circumstances may change which require modification of the original objectives and data. The unit member and/or Administrator may initiate a request to make modifications. In cases where disagreements occur, the procedure outlined in Section 10.2.6 shall be followed.
- 10.2.8 The evaluation process shall include the following activities:
- 10.2.8.1 At least two scheduled classroom observations of not less than 30 minutes each. Observations shall be recorded on the Teacher Observation/Assessment form. The unit member shall be given a minimum of two working days' notice prior to each observation; the first of which shall occur no later than December 12 of the Evaluation Year. The second observation shall take place before the last working day of February. An evaluation conference shall follow within 8 working days of each observation unless extended by mutual agreement. The Administrator shall provide written observation based upon objective criteria noted in Evaluation Procedures 10.2.3 and 10.2.5. The purposes of the evaluation conference are to provide feedback concerning the observation and to improve instruction. A unit member who receives a Needs Improvement evaluation shall, upon request, be entitled to additional observations, evaluation conferences and/or written evaluation (EVALUATION REPORT). The unit member has the option to include a representative at each observation conference.
  - 10.2.8.2 In the case of a Needs Improvement evaluation(s) the immediate supervising Administrator shall take positive action to assist the unit member in correcting any cited areas of needed improvement. The immediate supervising Administrator's role to assist the unit member shall include, but not be limited to, documenting enacting specific recommendations for improvement; assistance to implement such recommendations and/or reasonable additional resources to support or facilitate improvement; methods to measure improvement; and time schedule to monitor progress and to provide feedback.
- 10.2.9 In preparing the final evaluation form(s) for placement in the unit member's personnel file, the Administrator shall rely upon data collected in Section 10.2.8.
- 10.2.10 Any areas of needed improvement that were brought to the attention of the unit member and subsequently corrected shall not be included in the final evaluation form(s).
- 10.2.11 The unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct.

- 10.2.12 The final evaluation conference between the unit member and the immediate supervising Administrator shall be held no later than 60 days prior to the end of the school year. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached to the final evaluation. The unit member has the option of including a representative during each of the evaluation conferences.
- 10.2.13 A unit member shall not be required to participate in the evaluation(s) and/or observations of other unit members.
- 10.2.14 The evaluation of unit members shall not include or be based upon:
  - 10.2.14.1 Standardized achievement test results; and
  - 10.2.14.2 Achievement of objectives stated in IEP's.

## **ARTICLE 11**

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

#### **11.1 Work Year**

- 11.1.1 Starting with the 2016-17 school year, the basic work year for all unit members for salary computation purposes is 183 days. For salary schedule calculation purposes, the compensation for the new additional day, starting in the 2016-17 school year, will be added at each cell by increasing the salary for such cell by 0.5% using the 2015-16 school year salary schedule. Of the 183 workdays, 180 days will be student contact/instructional days and three of the workdays are to be used at the beginning of each school year as specified below:
  - 11.1.1.1 Two of the three workdays shall be used for professional development/training purposes, including NCPI and mandatory/required training as well as other County Office scheduled professional development and staff meetings.
  - 11.1.1.2 One of the workdays, on a date determined by the County Office, shall be used by bargaining unit members for planning, preparation, and collaboration with classroom staff prior to the first day of student contact.
  - 11.1.1.3 Any days worked beyond 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.

#### **11.2 Contracts**

The County Office will comply with applicable laws regarding the non-reelection of certificated unit members.

#### **11.3 Calendar**

- 11.3.1 The County Office agrees to meet and confer with respect to the calendar for the upcoming school year by May 1<sup>st</sup> with a committee comprised of up to three Association unit members and up to three Administrators.

- 11.3.2 Special Education bargaining unit members housed on non-integrated sites follow the standard school year calendar. Special Education bargaining unit members housed on integrated sites follow the District calendar where they are housed.
- 11.3.3 Any part-time unit member or unit member whose assignment requires him/her to work multiple calendars, shall, after receipt of his/her final assignment notice from the unit member's Program, develop and submit to his/her immediate supervisor a proposed school year calendar for the upcoming school year. No later than the beginning of a unit member's second week of work, determined based upon his/her final assignment notice/contract, the unit member shall submit to his/her supervisor, for discussion, consideration, and approval, a proposed school year calendar.

If a change of the approved calendar is required at any time during the school year, the unit member and supervisor shall discuss the changes. All changes are subject to the unit member's approval, which shall be final, and notice of the change shall be submitted to the unit member in writing.

#### **11.4 Work Day**

The normal work day for each full-time SMCEA member shall be 7.5 continuous hours per day, unless otherwise required by applicable law or contract. The 7.5 hour work day shall be inclusive of a 30 minute duty-free lunch. Services by unit members shall begin thirty minutes before the first class and departure time shall be determined by the nature of their professional responsibilities which are reasonable and mutually agreed upon by the County Office and unit member. The County Office shall not increase the current work day unless it is necessary to comply with state or federal laws or regulations, or because of isolated incidents of early arrivals or late arrival or departure of a bus, or modification of the bus schedule or because of the movement of a class, or the movement of a unit member to a different site. This language is not intended to increase or decrease the legal authority of the County Office to change the length of the workday except as set forth above.

#### **11.5 Staff Planning Days**

11.5.1 Staff Planning Days (SPD) shall be provided for unit members who have more than 4 hours of student contact time. The purpose of SPD days shall be to meet program service requirements (e.g. planning, collaborating, evaluating, addressing IEP requirements). It is the intent of the parties to maintain a separation of regular staff meetings outlined in Article 11.8 Scheduling of Professionally Related Duties from this provision. When SPD days are missed due to a conflict with the host site calendar, the unit member will be compensated at the hourly rate.

11.5.1.1 SPD days shall be achieved through a uniform 2 hour minimum day.

11.5.1.2 Except for unit members who work with District students, Special Education and Court and Community School unit members shall have 1 SPD per week. No class will be cancelled to provide a SPD day. The first and third SPD of each month are designated for staff meetings and/or professional development the Director/Manager schedules. The second and fourth SPD of each month are designated for teacher planning and meetings with support staff.

11.5.1.3 Unit members who work with District students are expected to work with students and maintain their regular work schedules on SPDs, unless they are required to attend staff meetings and/or professional development on the first and third SPD.

11.5.2 Staff Planning Days at the host site shall be available to unit members in the Special Education Program who wish to participate consistent with current practices and limitations.

## **11.6 Meetings – Special Education**

### **11.6.1 Staff Meetings**

The County Office may require up to 8 additional staff meetings (beyond those occurring on minimum days) for staff per year, which could occur beyond the normal workday. These meetings shall be no longer than 1.5 hours in duration. The County Office agrees these meetings will be conducted as needed. The County Office may use these techniques to increase the effectiveness and to minimize the need for staff meetings: staggering staff meetings on minimum days, use weekly or periodic memos for announcements or deadline requirements, use of departmental voice mail for information dissemination, use of age-group and/or disability-group subcommittees of staff, use of centralized locations for meetings, use of released time, and the use of in-service days for issue workshops and/or training.

### **11.6.2 IEP Meetings**

IEP meetings shall typically end not later than 5:00 p.m. IEP participants may agree to continue the meeting until an agreed upon time to avoid convening a continuation meeting.

## **11.7 Distribution of Non-Instructional Duties**

Non-instructional duties that relate to and are adjunct to a unit member's particular Program will be equitably distributed among staff on a volunteer and rotational basis.

## **11.8 Scheduling of Professionally Related Duties (Non-Special Education)**

For bargaining unit members other than special education unit members, the County Office may schedule a maximum of 5 hours per month of each unit member's time for professionally related duties, including but not limited to faculty, staff, and in-service meetings. A typical staff meeting in Court/Community Schools shall not exceed 1.5 hours in duration.

## **11.9 Extended Year/Summer Session Assignments**

### **11.9.1 Work Hours Assignments**

The parties agree that Special Education teachers' work day for Extended School Year (ESY) shall be 6 hours per day, inclusive of a duty free lunch. Teachers assigned to ESY shall begin their work day thirty minutes before the start of the first class, which is included within the 6 hours per day. In addition, Special Education teachers shall be required to attend up to two meetings called by the County Office per ESY session. Each meeting shall not be longer than 1.5 hours in duration. Special Education Teacher also shall be required to attend any scheduled IEP meetings. Pay for unit members who work during ESY shall be a per diem amount based on the regular salary schedule and if a unit member is working less than a 7.5 hour day the per diem shall be prorated based upon the hours worked.

11.9.2 Unit members who are qualified by credential and who meet the requirements of the job description are eligible for extended year/summer session positions.

11.9.3 Each session of Special Education Extended Year/Summer Session will be treated as an independent work session. Position vacancies for, if applicable, each session will be filled first by the current teacher in that classroom/position. If the current teacher is not available or if the teacher's current class does not exist for ESY, the available position(s) will be filled as follows:

- 11.9.3.1 Utilizing each Program's ESY Rotational list
- 11.9.3.2 Out of Program Unit Members
- 11.9.3.3 Non-Unit Members

The County Office shall select unit members for ESY assignments based upon Program need.

- 11.9.4 By the first week of March each year a subcommittee of unit member and County Office representatives shall meet to develop the process and timeline for filling annual ESY unit member positions. The process and timeline shall take into account the following: After each Program's unit member list has been rotated, new unit members hired during the regular school year will be placed at the bottom of the Program's rotational list in order of date of first paid service and a lottery will be used to determine the order of unit members with the same date of first paid service. A Program rotational list of one person is acceptable. Unit members should be informed and accept ESY positions and assignments by the end of May each year.
- 11.9.5 The process and timeline shall include, but not be limited to, provisions for updating and disseminating the annual Program rotational lists to unit members, communicating anticipated number of ESY classes, teaching and support positions; determining unit member ESY work interest and program preference(s); notifying in-program and out-of-program unit members of ESY positions and assignments.

#### **11.10 Central Office and Instructional Services Division Hours**

Arrival and departure time of Central Office and Instructional Services Employees shall be determined by the nature of their professional responsibilities.

#### **11.11 Court and Community School Student Contact Hours**

Student contact time shall be 300 minutes per day.

#### **11.12 Lunch Periods**

All unit members shall be granted a 30 minute duty-free lunch period.

#### **11.13 Relief Break**

Unit Members shall be provided a relief break of at least 10 minutes for every 2.5 hours on duty.

#### **11.14 Moving Released Time/Moving Compensatory Time/Moving Compensation**

When unit members are requested, in order to accommodate the need to move classrooms and worksites, to pack and unpack classrooms and worksites:

- 11.14.1 During the work year (183 days), unit members will be provided up to three (3) days of released time per move, fully paid with an assigned substitute.
- 11.14.2 During the non-work year, which are days in excess of 183 days, the County Office will have the option:
  - 11.14.2.1 Payment of up to three days per diem
  - 11.14.2.2 Compensatory time equivalent up to 3 work days to be scheduled with the Director/Manager in the next contract year; or

11.14.2.3 Any combination of per diem payment and compensatory time.

11.14.3 Payment for moving shall be made no later than 6 weeks after the receipt by the Human Resources Department of the application for payment.

11.14.4 The County Office shall provide classroom or worksite moving services.

### **11.15 Curriculum Preparation Time Resulting From Transfers**

The County Office will provide up to three days of curriculum preparation time, separate from moving time, to unit members where a transfer results in a significant change in assignment. Significant changes are defined as: (1) change in class type (i.e. Autism to SMH); (2) change in grade level change from elementary to secondary or vice versa; and (3) program change from one program to another (i.e. ECE to Court and Community). When a unit member is requesting curriculum preparation time, the unit member shall provide to the Director/Manager a written outline, which explains how each of the requested preparation days will be used.

11.15.1 Approved curriculum preparation time and moving days – addressed in Article 11.15.1 – must be taken before the transfer becomes effective.

11.15.2 For a transfer resulting in a significant change in assignment that occurs during the unit member's work year, preparation time will be paid release time with a substitute.

11.15.3 For a transfer resulting in a significant change in assignment that occurs outside the unit member's work year, the County Office will have the option of providing: (1) up to three days' pay at the per diem rate; (2) up to 3 transfer preparation leave days (a "transfer preparation leave day" is a paid day where a unit member is not required to render service); or (3) a combination of per diem pay and transfer preparation leave days. If transfer preparation leave days are provided, then the unit member will schedule, with the Director/Manager's approval, the days to be taken by the end of the next school year.

### **11.16 Hiring Non-Fully Credentialed Certificated Staff**

Any bargaining unit member who is requested to increase his/her workload due to the hiring of a certificated unit member who is not able to provide necessary student assessments (i.e., evaluation, report writing, and attendance at IEP meetings) shall be provided released time during the regular work day. Work completed outside of the regular work day will be compensated on a per diem hourly basis.

### **11.17 Planning Blocks**

11.171 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 his/her planning block period(s) during each school year.

### 11.18 Court And Community School Class Size

11.18.1 Court Schools: 20 students per class, unless otherwise allowed by applicable law.

11.18.2 Community Schools: 20 students per class with a cap of 30 students on the active register, unless otherwise allowed by applicable law.

11.18.2. 1f the class size exceeds 20 students for 5 consecutive days, the Administrator and teacher will confer to develop a plan to better support the instructional program including staffing ratio. If the plan is not agreed to, the teacher may proceed to a class size committee.

11.18.2.2The class size committee will be composed of the Associate Superintendent of Student Services, the Program Administrator, the classroom teacher, and a SMCEA representative. The committee will consider all variables when making a determination. In the event the committee does not reach consensus, the committee shall make a recommendation to the negotiation parties (SMCEA Employee Representative and County Office Employer Representative). The negotiating parties will meet within 10 days to develop a memorandum of understanding.

## ARTICLE 12 – SALARIES AND BENEFITS

### 12.1 Salaries

#### 12.1.1 Increases

12.1.1.1 The County Office agrees to provide a 4.0% increase to the salary schedule, retroactive to July 1, 2018. The County Office will provide notice to SMCEA of the date the retroactive payment will be made. If a unit member was employed in a SMCEA position during the 2018-19 school year, they will be eligible to receive a retroactive payment. For unit members who did not work a complete school year during the 2018-19 school year, they will have the retroactive payment prorated.

12.1.1.2 Retroactive to July 1, 2019, the County Office agrees to provide a 3.0% increase to the salary schedule. The County Office will provide notice to SMCEA of the date the retroactive payment will be made. If a unit member was employed in a



SMCEA position during the 2019-20 school year, they will be eligible to receive a retroactive payment. For unit members who do not work a complete school year during the 2019-20 school year, they will have the retroactive payment prorated.

12.1.1.3 Effective July 1, 2020, the County Office agrees to provide a 3.0% increase to the salary schedule.

12.1.1.4 The salary schedule and salary classification requirements of all unit members are set forth in Addendum A.

12.1.2 School Psychologists, School Nurses, School Counselors, and Program Specialists shall be paid on the certificated salary schedule in a like manner to other bargaining unit members. School Psychologists, School Nurses, School Counselors, and Program Specialists hired before July 1, 1990 shall be guaranteed, at the unit member's option, five (5) additional work days beyond the basic work year as defined in Article 11. These 5 days are in addition to any extra days as defined in Article 11.1. However, unit members who choose not to work the additional days must notify the County Office by July 1<sup>st</sup> of each school year. These days shall be paid at the applicable per diem rate. If a unit member elects to work the additional five (5) days, he/she shall mutually agree with his/her supervisor the days on which the unit member will work the additional five (5) days.

12.1.2.1 Effective July 1, 2020 as long as the parties have fully ratified their successor collective bargaining agreement or the first full school year after such ratification if it occurs after June 1, 2020, the County Office proposes the following:

School Psychologists, School Nurses, School Counselors, and Program Specialists shall be paid on the certificated salary schedule in a like manner to other bargaining unit members. School Psychologists, School Nurses, School Counselors, and Program Specialists shall be guaranteed, at the unit member's option, ten (10) additional work days beyond the basic work year as defined in Article 11. These ten (10) days are in addition to any extra days as defined in Article 11.1.

12.1.2.1.1 Unit members hired after July 1<sup>st</sup> will receive a prorated number of additional days and must notify the County Office within ten (10) days of whether they will work the additional days that first school year of employment.

12.1.2.1.2 However, unit members who choose not to work the additional days must notify the County Office by July 1<sup>st</sup> of each school year.

12.1.2.1.3 These days shall be paid at the applicable per diem rate.

12.1.2.1.4 If a unit member elects to work the additional ten (10) days (or prorated amount of days), he/she shall mutually agree with his/her supervisor the days on which the unit member will work the additional days. The unit member and supervisor do not have to agree on all ten (10) days at one time and the parties recognize that agreed upon days may, based on changed circumstances, need to be revised subject to the unit member and supervisor agreeing to the change in the date to be worked.

12.1.3 Stipends

The County Office agrees to provide stipends, in the full amount, subject to the conditions

set forth in Article 12.1.3.1 through 12.1.3.3 to bargaining unit members irrespective of a bargaining unit member's full-time equivalent status.

12.1.3.1 Audiologist, Counselors, Nurses, Psychologists, Program Specialists, and Speech and Language Pathologists shall be paid a stipend equal to an increment on the salary schedule for administrative duties, recruitment, and retention.

12.1.3.2 Head Teachers/Head Nurses/Head Psychologists shall be eligible for a stipend equal to an increment on the salary schedule.

12.1.3.3 Masters/Doctorate Stipend

The County Office provides a stipend to bargaining unit members for possession of one Master's degree and an additional stipend for possession of one Doctorate degree. The amount of each stipend will be \$1,450.00 per year. Ongoing salary increases will be applied to the Master's/Doctorate stipends.

12.1.4 New Inmate Hourly Rate Unit Members

The hourly rate for new inmate education teachers shall be \$29.64 and there shall be no health and welfare benefits. Current unit members within the Inmate Education Program shall be red-circled. They will maintain all rights, seniority status, salary, and benefits the same as any other SMCEA unit member.

12.1.5 Outdoor Education

Unit members who receive prior approval from the Senior Administrator, Special Education, to participate in the one week live-in Outdoor Education Program shall be compensated 2 "Comp Days" or 2 days at the per diem rate, at the discretion of the Senior Administrator.

## 12.2 Health & Welfare Benefits

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

12.2.1.1 2019 Calendar Year Benefits Cap

12.2.1.1.1 Effective January 1, 2019, the County Office will contribute a maximum of \$1,025.00 per month towards the benefit package for those unit members who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$1,025.00. The remainder will be applied towards medical coverage for the unit member. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for a unit member only, to the extent there is any unused money from the \$1,025.00 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; (2) dental coverage for spouses, registered domestic partners, or dependents; and/or (3) vision coverage for unit member only vision coverage and then for vision coverage for spouses registered domestic partners, or dependents.

12.2.1.1.2 Effective January 1, 2019, all unit members who work 0.50 FTE or more will be eligible to receive the maximum of \$1,025.00 per month towards their medical benefits package.

12.2.1.2 2020 Calendar Year Benefits Cap

12.2.1.2.1 Effective January 1, 2020, the County Office will contribute a maximum of \$1,075.00 per month towards the benefit package for those unit members who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$1,075.00. The remainder will be applied towards medical coverage for the unit member. The remainder will be applied towards medical coverage for the unit member. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for a unit member only, to the extent there is any unused money from the \$1,075.00 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; (2) dental coverage for spouses, registered domestic partners, or dependents; and/or (3) vision coverage for unit member only vision coverage and then for vision coverage for spouses, registered domestic partners, or dependents.

12.2.1.2.2 Effective January 1, 2020, all unit members who work 0.50 FTE or more will be eligible to receive the maximum of \$1,075.00 per month towards their medical benefits package.

12.2.1.3 2021 Calendar Year Benefits Cap

12.2.1.3.1 Effective January 1, 2021, the County Office will contribute a maximum of \$1,125.00 per month towards the benefit package for those unit members who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$1,125.00. The remainder will be applied towards medical coverage for the unit member. The remainder will be applied towards medical coverage for the unit member. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for a unit member only, to the extent there is any unused money from the \$1,125.00 per month maximum contribution, it may be used to contribute to in the following descending order: (1) medical coverage for spouses, registered domestic partners, or dependents; (2) dental coverage for spouses, registered domestic partners, or dependents; and/or (3) vision coverage for unit member only vision coverage and then for vision coverage for spouses, registered domestic partners, or dependents.

12.2.1.3.2 Effective January 1, 2021, all unit members who work 0.50 FTE or more will be eligible to receive the maximum of \$1,125.00 per month towards their medical benefits package.

12.2.2 125 Flexible Benefit Plan – The County Office will offer the 125 Flexible Benefit Plan – Premium Only.

12.2.3 Medical insurance shall be offered through the CalPERS Health Benefits Program.

12.2.4 The County Office shall provide \$50,000 in life insurance coverage for bargaining unit members.

12.2.5 Unit member paid Vision Service Provider selected by SMCEA members will be from among the plans available through the JPA for insurance. The premiums and other costs

associated with electing to have vision coverage shall be the responsibility of each unit member, except as specified in Article 12.2.1.1.1, Article 12.2.1.2.1, and Article 12.2.1.3.1.

- 12.2.6 The County Office will implement premium plan averaged over 10 months to cover the July and August premium costs. In the event that any new data processing system selected by the County Office does not provide this option, this agreement shall become void while alternative methods are studied.
- 12.2.7 The County Office will contribute a maximum of \$275 per month to unit members who work 0.50 FTE or more and do not participate in one of the County Office CalPERS medical plans. The cost of single dental coverage and basic life insurance will be deducted from the \$275 per month. The remainder will be “cash back” to unit members, and paid to unit members on a monthly basis.
- 12.2.8 Effective January 1, 2019 (pending full ratification of the successor collective bargaining agreement), the County Office proposes to contribute a maximum of \$300 per month to unit members who work 0.50 FTE or more and do not participate in one of the County Office CalPERS medical plans. The cost of single dental coverage and basic life insurance will be deducted from the \$300 per month. The remainder will be “cash back” to unit members, and paid to unit members on a monthly basis.
- 12.2.9 Enrollment for every unit member in dental and life insurances shall be mandatory.
- 12.2.10 Affordable Care Act Reopeners

In the event health plan requirements (Mandatory Health Plan Requirements) are adopted by the federal or state government(s), which impact the parties’ bargained agreement on health care coverage, the parties agree that the collective bargaining agreement shall, upon request of either party, be re-opened for negotiations to address health care coverage. The parties also agree to reopen the Agreement to bargain any change required by the Affordable Care Act (“ACA”) regarding the imposition or pending imposition of an excise tax during the term of the Agreement due to coverage which violates maximum value coverage under the ACA (the “Cadillac Tax”), and to negotiate regarding the Cadillac Tax, including, but not limited to, how the Cadillac Tax will be apportioned between the parties.

### **12.3 Full-Time Retirement Credit for Reduced Service**

In accordance with Education Code section 44922, the County Office may grant, on an individualized basis, part-time employment with full retirement credit to unit members who previously worked full-time as follows:

#### **12.3.1 Eligibility**

The unit members must have reached the age of 55 prior to reduction in workload. The unit member must have been employed full-time in a position requiring California certification for at least 10 years of which the immediately preceding 5 years were full-time employment with the County Office. The option of part-time employment must be exercised at the request of the unit member, and can be revoked only with the mutual consent of the County Office and unit member.

#### **12.3.2 Conditions**

The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member’s contract of employment during his or her final year of service in a full-time position. Such an agreement is limited to a maximum period of

5 years. The unit member and the County Office shall agree in writing by March 1st prior to the start of the school year in which the reduction is to take place on the conditions under which the reduced service will be rendered, including duties to be performed, days and times of service, compensation and plan of payment, fringe benefit coverage, and other pertinent information.

### 12.3.3 Compensation

The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The unit member shall receive health benefits as provided in Government Code section 53201 in the same manner as a full-time unit member. The unit member and the County Office shall make the contribution required for full-time members of the State Teachers Retirement System. Such contributions shall be based on an amount that the unit member would be earning were he/she employed full-time.

## 12.4 Retiree Health Benefits

12.4.1 The County Office shall pay \$275 per month per future retiree toward retiree health benefits premiums for County Office medical plan coverage. Such payment shall be made for 10 years after retirement or until age 65, whichever comes first. To be eligible for this benefit, the unit member must have worked for the County Office for 10 years (consecutive or non-consecutive) before the effective date of retirement.

### 12.4.2 Spousal Continuation

A retiree's spouse shall be allowed to receive the County Office contribution towards health and medical benefits if the retiree expires prior to completing the "benefit period," under the same conditions as the retiree.

## 12.5 Certificated Job Sharing

12.5.1 All arrangements for job sharing shall be subject to the approval of the County Office.

12.5.2 All job sharing agreements shall be for a period of one full academic year. Initial requests and requests for a job share renewal must be submitted on or before March 1st of each academic year.

12.5.3 Entry into the program shall be voluntary and at the request of the unit member. There shall be no age requirement for participating in the program. Unit members who were full-time prior to participating in the program shall maintain their seniority status rights and progress on the salary schedule as full-time unit member. Contributions by the County Office to STRS and to fringe benefits shall be proportionate to the time served and the salary earned in the job program.

12.5.4 Unit members requesting a job share must develop a written proposal and submit that proposal to their Director/Manager.

12.5.5 At the conclusion of the approved job sharing period, the unit member shall be entitled to a full-time position for which he or she is qualified.

## **12.6 Unit Member Contributions to STRS**

12.6.1 The County Office implemented the provisions of Section 414(h)(2) Internal Revenue Code by making unit member contributions to the STRS on behalf of all those unit members who are members of STRS. "Unit member contributions" shall mean those contributions to STRS, which are deducted from the salary of unit members and are credited to individual unit members' accounts. The amount of contributions designated as unit members' contributions and transmitted by the County Office to STRS on behalf of a unit member shall be the entire contribution required of the unit member by STRS.

12.6.2 Unit members shall not have the option of choosing to receive the contributed amounts directly instead of having them paid by the County Office to STRS. The contributions designated as unit member contributions made by the County Office to STRS shall be treated for all purposes, other than taxation, in the same way that member contributions are treated by STRS.

## **12.7 Medicare (AB 265)**

The County Office shall pay the County Office portion of the Medicare contribution (1.45%) and the affected bargaining unit member shall pay the unit member portion (1.45%). The cost of this benefit shall be regarded as a driven cost of the salary schedule.

## **12.8 Liability Insurance**

During the term of this Agreement, the County Office shall have in effect a policy protecting unit members for acts or omissions within the scope of employment, with a qualified insurer, as provided by law.

## **12.9 Electronic Deposit of Paychecks**

Direct deposit of monthly checks, to an account of their choice, shall be provided to SMCEA unit members.

## **12.10 Salary Protection Insurance**

The County Office will maintain the present level of coverage on Long Term Disability. The County Office shall continue to make available voluntary payroll deductions for Provident Plan D Salary Protection and the specific coverage identified as #21650.

## **12.11 Mileage Reimbursement**

Use of a unit member's own vehicle in their performance of duties shall be reimbursed at the prevailing IRS rate.

## **12.12 Vehicle Repair**

In case of needed repair of demonstrated unusual need, the unit member whose job required continual use of a car will confer with his/her Director/Director/Manager concerning possible alternatives, including the use of a County Office car, rental car, release time, special assignment, etc.

## **ARTICLE 13 – COMMITTEES**

### **13.1 Placement and Course Evaluation Committee**

13.1.1 The parties designate a committee appointed jointly by the Superintendent and the Association President, who shall each appoint not more than four (4) persons. The Superintendent shall appoint not more than four (4) management members and the Association shall appoint not more than four (4) Association unit members. A management member designated by the Superintendent shall serve as chairperson.

13.1.2 A subcommittee of the Placement and Course Evaluation Committee shall break any deadlocks. The subcommittee shall consist of one (1) management representative from the committee, one (1) Association unit member representative from the committee, and a third person mutually agreed upon by these two representatives. The management and Association unit member representatives to the subcommittee shall be selected from the members of their respective groups on the committee.

### **13.2 Special Education Services Housing Committee**

The Association President shall appoint a unit member to any Special Education Services Housing Committee or Committees.

### **13.3 The Lottery Committee**

A committee composed of two (2) administrators and two (2) members selected by the Association shall review certificated unit member proposals for the use of lottery funds.

### **13.4 Medi-CAL Administrative Assistance (MAA) Program Committee**

Effective July, 1, 2014, the County Office shall implement the Medi-Cal Administrative Assistance Program throughout the County Office with 50% of the revenues generated to be made available to SMCEA unit members. A committee shall be created as of July 1, 2014, consisting of up to three SMCEA unit member representatives and up to three County Office representatives. The purpose of the Committee shall be to determine the proposed expenditure and distribution of the 50% of the revenues that are being made available to SMCEA unit members. Among the criteria the Committee will consider for the proposed expenditure and distribution of the 50% of the revenue, are for technology and related upgrades, professional development, and other support designed to implement the goals/objectives of the instructional program. The Committee will make recommendations to the Program Administrator who will make the final decision regarding the expenditure and distribution of the 50% of the revenue.

### **13.5 Committee Representatives**

The Association shall select representatives for the following committees specified in this Agreement: Placement and Course Evaluation, MAA, Extended School Year, Performance Appraisal, Special Education Housing, Lottery and other committees which are established to implement sections of the Agreement. Release time, if needed, will be provided for meetings of these committees.

### **13.6 Interview Committee**

When the County Office uses interview panels/committees for open SMCEA certificated positions, it agrees to provide SMCEA with the opportunity to have representation on that panel/committee by being able to place up to two (2) unit members with the same or closely related credential/experience as compared to the open position.

The County Office will contact the Association President or designee – identified in writing by the Association President – in advance of the scheduled interview and will make reasonable efforts to provide 72-hours advance (understanding that not all interviews are scheduled with 72-hours' notice). The Association President will be responsible for locating up to two (2) qualified unit members to serve on the interview panel. The Association President will provide notice to the County Office of the unit member(s) who will be serving on the interview panel by 4:00 p.m. the day before the interview. In the absence of available qualified unit members to serve on the panel, the Association President or designee may serve on the panel. If there are no qualified panel members and the Association President and designee choose not to participate in the panel, the County Office may proceed with the interview panel without the participation of Association unit members.

## **ARTICLE 14 – UNIT MEMBER RIGHTS**

### **14.1 Just Cause of Discipline**

- 14.1.1 The parties agree that the disciplinary process is intended to be constructive, leading to improvement. In that regard, discipline shall be imposed progressively beginning with an oral reprimand, unless serious misconduct is involved such as a threat to personal safety or property.
- 14.1.2 Discipline administered pursuant to this Article shall require just cause and may be grieved if, and when, discipline takes the form of a written reprimand or suspension. Under this Article, if a disciplinary action culminates in a suspension, such suspension shall not exceed 10 working days.

### **14.2 Accommodation for Disabled Unit Members**

The County Office shall provide reasonable accommodation for disabled unit members.

### **14.3 Parent Visitation/Administrative Procedure**

A parent for purposes of this Section is defined to include guardians and/or caretakers of the pupil. Parents are welcome to visit the classroom to which their child is assigned. The following are guidelines for parent visitations to County Office Special Education Programs:

- 14.3.1 The Program office should be notified of all prospective visitors. When possible, the Program would appreciate 5 days' notice. This will enable Program staff to check classroom schedules for possible conflicts and to coordinate personnel.
- 14.3.2 At the time of the parents' contact to arrange for a mutually agreed upon time, the purpose and duration of the visit will be determined.
- 14.3.3 Programs may provide a staff member to accompany the parent during the visit in order to help interpret activities and answer questions.
- 14.3.4 Visitors are asked to respect the learning process during their observation and to reserve questions and comments for a time which may be set aside following the visitation.

### **14.4 Paraeducator Evaluation**

- 14.4.1 The evaluation process is a team effort. The team is composed of Director/Manager, SMCEA unit member, and Paraeducator. The SMCEA unit member shall be the primary evaluator.



- 14.4.2 The evaluation process shall be as follows:
- 14.4.2.1 Primary evaluator completes evaluation form and forwards to Director/Manager for review and comments.
  - 14.4.2.2 Evaluation conference will be scheduled by primary evaluator. Primary evaluator or Paraeducator may request Director/Manager attendance. In case of “needs improvement,” Director/Manager’s attendance is required.
  - 14.4.2.3 If improvement is required the team shall design a Developmental Plan. The Director/Manager shall provide support until a resolution has been achieved.
  - 14.4.2.4 Appropriate personnel shall sign the evaluation documents and forward the original copy to the Human Resources Department.

#### **14.5 Personnel Records**

Material, not otherwise privileged by law, in the personnel file of any unit member which may serve as a basis for affecting the status of his/her employment, are to be made available for the inspection of the unit member, provided the inspection is made at a time when the unit member is not actually required to render services to the County Office. Information of a derogatory nature, except ratings, reports, or records which: (1) were obtained prior to the employment of the person involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

#### **14.6 Hiring Non-Fully Credentialed Certificated Staff**

Any SMCEA unit member who is requested to increase his/her workload due to the hiring of a certificated unit member who is not able to fulfill his/her obligations as they relate to implementing the IEP process shall be provided release time during the regular workday. Work completed outside of the regular workday will be compensated on a per diem hourly basis.

### **ARTICLE 15 – SAFE WORKING CONDITIONS**

- 15.1** The County Office shall provide and maintain teaching and work areas which are safe and clean.
- 15.2** All unit members shall assist in maintaining safe and clean conditions in their teaching or work areas of responsibility.
- 15.3** Unit members shall not be required to work under unsanitary or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

SMCEA unit members will report unsafe or hazardous conditions on the appropriate form to the unit member’s Director/Manager and SMCEA. The Director/Manager will acknowledge receipt of the report and provide the bargaining unit member with a status report within 5 working days.

- 15.4** All unit members shall report to the County Office any practice or condition which poses a threat to health or safety. If the County Office determines that it is necessary to take any steps to address/correct a practice or condition which poses a threat to health or safety, the County Office will take the appropriate steps to remediate such practice or condition and will communicate the steps that

were taken to the potentially affected unit members. Unit members, along with the Director/Manager of each program, will work to develop a procedure for each program to:

15.4.1 Document unsanitary or hazardous conditions.

15.4.2 Change or eliminate unsanitary or hazardous conditions.

**15.5** A communication system that allows unit members to notify the central office, or to have outside phone access, shall be available during all times when unit members are on duty.

**15.6** The County Office shall make every effort to ensure that unit members have access to their respective work areas, and to a phone facility, during the hours when the school and/or school office is closed.

**15.7** The County Office and unit member shall be jointly responsible for developing safety regulations throughout each Program, and the County office shall be responsible for distributing such regulations throughout each Program.

**15.8** All unit members who work directly with students shall be informed in writing of the nature and ramifications of exposure to the following: Cytomegalovirus, Hepatitis, Rubella and Herpes Simplex Virus II.

Any SMCEA unit members who are at high risk and who are assigned to work with these students shall have the right to request a transfer as outlined in Article 9. Failing the availability of transfer options, the unit member may be reassigned to other duties.

**15.9** Specialized Physical Health Care Procedures

The County Office will provide for the defense of unit members in any civil act for the performance of their duties in accordance with Government Code sections 995 and 995.2.

**15.10** The County Office will indemnify unit members in accordance with Government Code section 825.

## **ARTICLE 16 – VIOLENCE OR BATTERY**

**16.1** The County Office will seek the assistance of the District Attorney for:

16.1.1 The prosecution of any person who has committed an act of violence or battery against a unit member.

16.1.2 The defense of any civil action brought against a unit member for an act or omission, upon request of the unit member, provided that:

16.1.2.1 The unit member was acting within the scope of employment.

16.1.2.2 The unit member was not engaged in a fraudulent, corrupt, or malicious act.

16.1.2.3 The defense of the act or proceeding does not create a conflict of interest between the County Office and unit member.

Except as otherwise provided by law, the County Office is not required to provide for the defense of an action or proceeding brought by the County Office to remove, suspend, or otherwise penalize its own unit member.

**16.2** If the County Office provides for the defense of a unit member under this Article, the unit member will be released from duty without loss of pay for all necessary court appearances.

### **16.3 Leave Provisions/Injury Due to Violence or Battery**

When absence arises out of, or from an assault or injury while a teacher is acting in the discharge of duties, the provisions of Section 8.3 - Industrial Accident or Illness Leave shall apply.

### **16.4 Stalking**

For purposes of this Section, stalking occurs when a person willfully and repeatedly follows or harasses another person and places that person in reasonable fear for his/her safety, or the safety of his/her family. For purposes of this Section, "harasses" is defined as a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, torments, or terrorizes the person and that serves no legitimate purpose. Spurious allegations, with intent to cause harm, filed against a unit member may result in disciplinary action.

### **16.5 Violence and Battery Provisions for Assisting Students and Staff**

The goal of this Section is to:

- 16.5.1 Maintain a safe and secure educational environment in which students can receive services.
- 16.5.2 Uphold the authority of school personnel to provide efficient and effective programs and services.
- 16.5.3 Provide all students with the necessary programs and services to which he/she is entitled.

### **16.6 Procedures Used in Cases Where Students Cause or Attempt to Cause Physical Injury to Another Person and/or the Disruption of School Activities**

The following procedures shall be used in cases where students cause or attempt to cause, or threaten to cause, physical injury to another person and/or the disruption of school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.

- 16.6.1 Notifying Students and Parents/Guardians of Policies Regarding Discipline and Suspension  

At the beginning of each school year, the Director/Manager shall ensure that all students and parents/guardians are notified in writing of all Board rules and program rules related to discipline and suspension. Transfer students and their parents/guardians shall be notified at the time of the enrollment.
- 16.6.2 The County Office shall adhere to applicable sections of the Education Code, Government Codes and modifying Court decisions regarding suspensions, injunctive relief and remandings of students to their home districts as a result of violence/abuse against any SMCEA unit members.
- 16.6.3 If known to the County Office, the unit member shall be notified, prior to placement, if a student has a history of violent behavior, physical abuse, or any other behavior which would possibly cause a disruption in the classroom teaching environment or pose danger to students and unit members.  

In such cases, positive behavioral management strategies, as well as specific consequences if certain behaviors occur, should be included in the IEP of students who have IEP's. The IEP should contain a behavioral management plan as set forth in Article 16.6.6.

- 16.6.4 A student may be suspended by the teacher for the remainder of the school day and the following day, if the student's behavior is abusive or physically threatening to the extent that his or her behavior poses a danger to himself, other students or unit members. The Director/Manager may suspend the student up to 5 days. The unit member shall notify the Director/Manager immediately and submit a written report of the incident to the Program Office within 24 hours. If the suspension occurs during the school day, the student shall be removed to an on-site location and, under the direction of an Administrator/designee(s) predetermined by the County Office for such a possible suspension and/or dependent on the teacher's judgment, the SMCEA unit member will follow Program procedures for "Major Incidents," as set forth in the Program Procedures Handbook.
- 16.6.5 The suspension may be extended by the Assistant Superintendent or his/her designee up to 10 days.
- 16.6.6 Any student suspended or removed from classroom instruction shall not be returned to the classroom until there has been a meeting with the parents/legal guardian and until a behavior management plan has already been developed and reviewed. Parents/guardians and students would be notified of the possible consequences for causing or attempts to cause, or threaten to cause physical injury to another person and/or the disruption of school activities or otherwise willfully defying the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. The consequences for the foregoing violations may include, but not be limited to: suspension, injunctive relief and/or be remanded to the home school district. The behavior management plan may also include:
- 16.6.6.1 Removal to another room, if available, and/or restraint to be used with self-abusive students or students who are attacking and immediate isolation is not possible or other strategies as deemed appropriate at the IEP meeting.
  - 16.6.6.2 Suspension by teacher.
  - 16.6.6.3 Suspension by the Associate Superintendent or his/her designee.
  - 16.6.6.4 One-to-one assistance with home school district agreement.
  - 16.6.6.5 The County Office may petition the Court for injunctive relief.
  - 16.6.6.6 Home teaching provided by the home school district with the agreement at the IEP meeting.
- 16.6.7 Notification of the law enforcement authorities shall be made by the Director/Manager or SMCEA unit members in accordance with Program procedures and the law.
- 16.6.8 The County Office may petition the Court for injunctive relief beyond the 10-day suspension period.
- 16.6.9 The County Office shall initiate and/or support appropriate immediate action(s) to remove a student from the classroom if the student's behavior is abusive or physically threatening to the extent that his or her behavior poses a danger to himself, other students, or unit members.
- 16.6.10 Unit members at integrated sites or unit members not having immediate and direct access to a County Office Administrator, shall follow the Program procedures referenced herein and/or

shall send the offending student to the Site Administrator for suspension/exclusion until immediate disposition can be made.

## **ARTICLE 17 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 17.1** The right of payroll deduction for payment of membership dues and general assessment will be accorded exclusively to the Association for positions it represents. Membership dues and general assessment upon formal written request from the Association to the County Office will be increased or decreased in the following pay period after receipt of the notice by the County Office.
- 17.1.1 The Association will notify the County Office of unit members who authorized membership dues and general assessments. The Association shall provide any updates to the membership – new members or individuals who revoked membership – to the County Office’s Manager of Internal Business Services or designee (with a copy to the Associate Superintendent, Human Resources). In order to be implemented for the current month’s payroll, the information from the Association must be received by the County Office by the 10<sup>th</sup> of each month (or the first County Office business day after the 10<sup>th</sup>, if the 10<sup>th</sup> falls on a weekend or holiday).
- 17.1.2 If the Association fails to provide the County Office with the written certified list by the 10<sup>th</sup> of the month (or the first County Office business day after the 10<sup>th</sup>, if the 10<sup>th</sup> falls on a weekend or holiday), the County Office will utilize the prior month’s list of the purpose of taking dues from union members, but will not be required to take dues for any other unit member for that month.
- 17.1.3 Pursuant to the list of names authorizing such deductions provided by the Association, the County Office will deduct one-tenth (1/10) from the regular salary check of the unit member for each month for ten (10) months. Deductions for unit members who the Association identifies as having authorized such deductions after the commencement of the school year will be appropriately prorated to complete payments by the end of the year.
- 17.1.4 The Association shall not be required to submit to the County Office a copy of the unit member’s written authorization, unless a dispute arises about the existence or terms of the written authorization. In the event a dispute arises, the County Office may request that the written authorization be provided to it and shall not be required to process for any such unit member over who a dispute has arisen until that dispute has been resolved.
- 17.2** With respect to all sums deducted by the County Office pursuant to Article 17, the County Office agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 17.3** The Association agrees to furnish any information needed by the County Office to fulfill the provisions of this Article.
- 17.4** The California Teachers Association shall indemnify, defend, and hold the County Office harmless from any and all claims, demands, suits, or other action arising from the organizational security provisions contained herein, including, but not limited to, dues deductions made in reliance on the information provided by the Association to the County Office. The Association will have the exclusive right to decide and whether any such action or proceeding referred to above will or will not be compromised, resisted, defended, tried, or appealed.

## ARTICLE 18 CLASS SIZE

Special Education Services special day classes shall follow the Program standards for maximum class size as stated below.

### 18.1 San Mateo County Program Standards

Type of Class	Program Standard
Deaf and Hard of Hearing	10
Visually Impaired	9
Orthopedically Impaired	10
Severe Multiple Disabilities	10
Emotionally Disturbed (Segregated Site)	9
Emotionally Disturbed (Integrated Site)	10
Autism (Segregated Site)	8
Autism (Integrated Site)	9
RSP	28

**18.2** As soon as it is known that the class size will exceed the program standard by one student, the Principal will provide notification to the Special Education Administrator to initiate a meeting of the Class Size Task Force. The meeting will be scheduled within 10 days of the Principal's notification to the Class Size Task Force. After a decision is made regarding placement of the student, the County Office will provide notice to the impacted unit member. Every effort will be made for the Task Force to meet before the placement of a student in that class and for the Principal to provide notice to and meet with the impacted unit member. In the event that the notification and a meeting cannot be accomplished, service to the student will not be delayed or compromised.

**18.3** Effective July 1, 2019 or after the full ratification of the parties' successor collective bargaining agreement, whichever occurs later, when a class enrollment exceeds the program standard by 1 student, the classroom teacher will receive a \$25 stipend per student for each day that the class register exceeds the classroom standard.

**18.4** The Class Size Task Force will be composed of the Special Education Senior Administrator or designee, Principal, the classroom teacher, a school psychologist or nurse, and an SMCEA representative. The Class Size Task Force will consider all variables when making a determination relating to the impact of the new student(s). These variables could include safety, acuity, geography and disability. The Class Size Task Force could recommend potential resolutions to include, but not be limited to, alternative placement for a child in the classroom, additional paraeducator, other classroom modifications, etc. If a consensus is reached, the report will be completed and submitted to the negotiating parties.

In the event that a consensus was not reached, the Class Size Task Force will make a recommendation to the negotiating parties. If a consensus was not reached, the minority opinion will submit a report to accompany the Class Size Task Force recommendation. Both reports will be reviewed and considered for the development of a resolution. The negotiating parties will meet within 10 days to develop a memorandum of understanding to waive this Section, if necessary.

**18.5** Special education classrooms will be staffed with two paraeducators per teacher. In the event that the class is 50% or below the classroom standard, one paraeducator may be assigned to the class. At the request of the teacher, a Class Size Task Force meeting may be held before a paraeducator is reassigned due to the 50% or below factor.

**18.6** New classes will usually not be established between April 1st and the end of the school year.

**18.7** The County Office provides 2 paraeducators to work with English Learner students at the court schools.

## 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. 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

18.8.2 When a bargaining unit member's caseload becomes unmanageable/unreasonable, the bargaining unit member or the Site Administrator may, in writing, request a meeting to discuss the bargaining unit member's current caseload. The parties will make all reasonable efforts to hold the meeting within eight (8) working days of receipt of the request for the meeting. The purpose of the meeting will be to discuss the bargaining unit member's current caseload and, if necessary, explore potential options to address the caseload. The meeting will consist of the Site Administrator and the bargaining unit member in question. The parties agree that a SMCEA union representative, if so desired by the bargaining unit member, may attend the meeting and the Site Administrator may have another County Office management and/or confidential unit member attend the meeting.

18.8.3 If, after holding the meeting specified in Article 18.8.2, the bargaining unit member still has concerns regarding his/her caseload, the bargaining unit member may, in writing request a further meeting. Such request must be made within eight (8) working days of the Article 18.8.2 meeting. The parties will make all reasonable efforts to hold the meeting within eight (8) working days of receipt of the bargaining unit member's request. The purpose of the meeting will be to review what was discussed at the Article 18.8.2 meeting and explore potential options to address the bargaining unit member's caseload. These options, include, but are not limited to, hiring additional staff, balancing of caseloads, and/or, additional compensation for the impacted bargaining unit member. If the parties agree that the County Office will provide additional compensation to the impacted bargaining unit member, the County Office will: (1) determine the amount of additional services at the bargaining unit member's per diem hourly rate; and (2) set the ongoing amount the bargaining unit member will receive for such additional services as long as the bargaining unit member continues to provide those additional services. The additional compensation will be retroactive to the date of the initial written notification set forth in Article 18.8.2. If, at any time, the amount of additional services the bargaining unit member provides decreases and/or ends, the County Office will determine whether to adjust and/or stop the amount of compensation being provided. The County Office will provide written notification to the bargaining unit member of its determination and the date the additional compensation shall be adjusted and/or stop.

A meeting called under this section will consist of the Site Administrator, the bargaining unit member in question; a SMCEA union representative, if so desired by the unit member; the Head Teacher, if applicable; the Division Head or designee; and the Associate Superintendent, Human Resources or designee.

- 18.8.4 If the parties cannot resolve the caseload related concerns as a result of the meeting set forth in Article 18.8.3, the bargaining unit member may, in writing request a meeting with the Superintendent. Such request must be made within eight (8) working days of the Article 18.8.3 meeting. The parties will make all reasonable efforts to hold the meeting within ten (10) working days of receipt of the bargaining unit member's request. The purpose of the meeting will be to review what was discussed at the Article 18.8.2 and 18.8.3 meetings and, if necessary, explore potential options, including those set forth in Article 18.8.3, to address the bargaining unit member's caseload. The Superintendent's decision shall be final.

## **ARTICLE 19 – DRUG-FREE WORKPLACE**

The parties acknowledge that if the County Office is a holder of federal contracts or grants it must comply with the Drug-Free Workplace Act of 1988 with respect to unit members who are directly engaged in the performance of work pursuant to the provisions of a grant or contract. See Addendum D.

## **ARTICLE 20 – RESTRUCTURING**

- 20.1 The parties agree that that there may be circumstances when it would be appropriate to cooperatively engage in discussions relating to education reform proposals for school restructuring. The County Office shall bargain changes within the scope of negotiation prior to implementing a School Restructuring Program. Nothing in the preceding two sentences is intended to impact or change the County Office's ability to make and/or implement such decisions consistent with applicable law.

### **20.2 Contracting Out Bargaining Unit Work**

The County Office may contract for bargaining unit work in accordance with applicable law. To the extent that applicable law restricts the County Office's ability to contract out bargaining unit work, the County Office may contract out bargaining unit work if it has complied with the following requirements:

- 20.2.1 The County Office will post any open/vacant SMCEA bargaining unit positions in an effort to be able to directly hire a qualified individual as a County Office unit member.
- 20.2.2 In the event the County Office is not able to fill the position by hiring a qualified individual as a County Office unit member within 20 calendar days of the position being posted, the County Office will provide written notice to the SMCEA President, that it has posted a position for an open/vacant position and that it has been unable to fill the position by hiring a qualified individual as a County Office unit member.
- 20.2.3 Within 3 calendar days of the County Office sending the notice referenced in 20.2.2, SMCEA may request a meeting with the County Office to discuss the County Office's efforts to fill the open/vacant position. Such meeting shall take place within 5 calendar days of SMCEA's making the request.
- 20.2.4 Once the meeting in 20.2.3 has occurred, or after the 3-calendar day period has expired for SCMEA to request a meeting, the County Office is authorized to and may fill the open/vacant position by contracting out for those services via an outside agency; a non-County Office unit member, e.g. an independent contractor; or through any other source that is able to provide a qualified individual to fill the position.
- 20.2.5 If the County Office is required by law to have a qualified individual immediately serving in the open/vacant position or there is an urgent need to have an individual serving in the open/vacant position, nothing in Article 20.2.1 through 20.2.4 precludes the County Office from contracting out the work while it is going through the process set out in Article 20.2.1 through 20.2.4.



## **ARTICLE 21 – CATASTROPHIC ILLNESS OR INJURY PROGRAM**

The Parties agree to implement a catastrophic illness or injury program as defined in Education Code section 44043.5.

### **21.1 Definition**

“Catastrophic Illness or Injury” means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates a member of the unit member’s family which requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because he or she has exhausted all of his or her sick leave and other paid time off.

### **21.2 Requirements/Conditions**

- 21.2.1 All unit members, permanent, full-time or part-time (at least 50%), shall be eligible to participate in the Program.
- 21.2.2 After exhaustion of all available leave credits, unit members may request, on an approved form, a specific amount of leave donation for themselves or other members of their family as defined in Article 21.2.6.
- 21.2.3 Participation in the Program is voluntary. A donation is irrevocable and confidential and the donor must maintain a minimum of 5 days of accumulated sick leave. Transfer will be made on an hour-for-hour basis (no conversion). Donations shall be in blocks of 7.5 hours.
- 21.2.4 Unit Member’s sick leave requests and use shall not exceed the statutory maximum period of 12 consecutive months.
- 21.2.5 Stress claims shall be excluded from this Program; however, physical manifestations such as heart disease or high blood pressure shall be included.
- 21.2.6 Family shall be defined as the unit member’s spouse, domestic partner, parent, grandparent, any child for whom the unit member has primary responsibility, or sibling. In special circumstances, the definition of “family” may be expanded to include other individuals by mutual agreement between the County Office, SMCEA, and the unit member.
- 21.2.7 Unit members who apply to this Program will be required to submit a physician’s statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential.
- 21.2.8 Requests shall be for at least 20 continuous working days. A unit member may request up to an additional 20 continuous working days under this Program. The total days shall not exceed 40 days.
- 21.2.9 The total number of days for this Program shall not exceed 120 days during a fiscal year.
- 21.2.10 The County Office has responsibility and authority for final decisions regarding participation in this Program.

## **ARTICLE 22 – SAVINGS PROVISION**

If any provisions of this Agreement are held to be contrary to law by any Court of the State or by a Federal Court, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. If a provision is found to be unlawful, bargaining will

commence within ten working days on the issue after SMCEA or County Office has provided written notice of a request to negotiate. An extension to this timeline may be granted by either party.

### **ARTICLE 23 – SUPPORT OF AGREEMENT**

- 23.1** The County Office and SCMEA agree that it is to their mutual benefit to encourage the resolution of differences through the meet and confer process.
- 23.2** SCMEA agrees to support this Agreement for its term and will not appear before the County Office to seek change or improvement in any of the articles of this Agreement except by mutual agreement of the County Office or the Association.
- 23.3** Upon 10 days' notice, either party to this Agreement may reopen negotiations on Article 5, Association Rights.

## ADDENDUM A

### A-1 Salary Schedule Structure

A-1.1 To promote and recognize professional growth, the schedule shall contain six classifications beyond Class A with 15 semester hours of college work between classifications, with yearly increments as follows:

	Class A	Class B	Class C	Class D	Class E	Class F	Class G
1	AB or 120-134 units	AB + 15 or 135-149 Units	AB + 30 or 150-164 units	AB + 45 or 165-179 Units	AB + 60 or 180-194 Units	AB + 75 or 195+ units	AB + 90 or 210+ units
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

### A-2 Placement on Salary Schedule

A-2.1 Class placement for unit members with a standard credential or permit:

At the time of initial employment, for placement on the salary schedule, all courses included by an accredited institution in a degree or credential program completed by the unit member shall automatically be credited toward the unit member's placement on the schedule.

A-2.2 Class placement for unit members with Vocational credentials:

A-2.2.1 Standard Designated Subjects (Trade and Industrial, and Business Education – Fisher)

The requirement for the standard designated subject matter preparation, for purposes of salary schedule placement, shall be considered equivalent to the 5 years preparation for a B.A. plus 30 units (Class C).

A-2.2.2 Standard Designated Subjects (Adult – Fisher)

The requirement for the standard subjects' credential of four years subject matter preparation, for purposes of salary schedule placement, shall be considered equivalent to the 4 years preparation for the B.A. degree (Class A).

A-2.2.3 Standard Designated Subjects (Teacher Preparation and Licensing Law of 1970 – Ryan)

The requirement for the standard designated subjects credential of five years subject matter preparation, for purposes of salary schedule placement, shall be considered equivalent to the 4.5 years preparation for a B.A. plus 15 units (Class B).

A-2.2.4 Initial Placement on the salary schedule shall be based on the credential required for the teaching position.

A combination of college work consonant with the teaching position and work in business or industry may be counted as a preparation up to 7 years for class placement on the salary schedule. However, if counted as preparation, the years cannot be used again in movement down the schedule.

For each 15 units obtained after initial placement, teachers will move across the schedule in the standard manner.

For calculation purposes, 30 units of college credit may be substituted for one year of experience.

#### A-2.3 Class Placement System for Vocational Teachers with More than the B.A. Plus 30 Units

Class placement for vocational teachers with more than the B.A. plus 30 units shall be accomplished as for other standard teaching areas.

#### A-2.4 Step Placement

Credit for previous experience will be granted as follows:

A-2.4.1 For credentialed school experience under a preliminary or clear California credential or similar service in an out of state public school system: year for year up to a maximum of 12 years of experience.

A-2.4.2 For closely related experience, whether credentialed or not: year for year, one year for each two years; or not credit, as determined by the Placement Evaluation Committee. The Committee shall use the following guidelines:

Experience comparable to experience in Section 1 above is to be given full credit  
Experience of a similar nature, but not exactly comparable is to be given half credit  
Non-related or distantly related experience is to be given no credit

The maximum amount of service credit the County Office will recognize for initial placement on the salary schedule will be 12 years of prior service.

A-2.4.3 No experience credit shall be given for experience which is required as a prerequisite to granting a credential (such as student teaching, practice teaching, etc.)

### A-3 Salary Computation

The following language will take effect for the 2016-17 school year:

Unit member salaries shall be computed by following these steps:

- Determine place on base schedule by applying training and experience factors to determine column and step.
- Add responsibility credits to base salary to determine "183 day total salary."
- Determine daily rate by dividing "183 day total salary" by 183.
- Multiply daily rate by actual number of days in established work year.
- Add longevity and advanced degrees payment, if any.

#### A-3.1 Formula for Computing SMCEA Salary Schedule

In applying percentage changes to SMCEA salary schedules, the following principles have been observed:

- a. Maintain structure of columns and steps and headings.
- b. Maintain uniform increment between columns and steps.
- c. Apply percentage increase to Step F-11 of unit member's placement on the schedule.
- d. Rounding Procedure: conventional procedure will be used (.50 up - .49 down)

#### **A-4 Course Work Standards**

Subsequent to initial employment, for advancement on the salary schedule, the following requirements are in effect:

- A-4.1 Courses shall normally be upper division or graduate level courses, taken at a four-year college or university. Lower division courses shall be allowed for advancement on the salary schedule if taken as a part of preparation for a designated subjects credential, permit, or specialized teaching assignment. All lower division courses must be evaluated and approved by a Course Evaluation Committee from the unit member's division. Such courses must deal directly with the specific assignment of the unit member.
- A-4.2 All requests for course evaluation shall be submitted in writing and shall include information concerning the nature and purpose of the course.
- A-4.3 To promote professional growth, in-service training courses may be designed and offered by unit members, or a recognized in-service program. The courses would be evaluated and approved by the Placement Evaluation Committee. The courses would be offered outside of regular school hours. Both those teaching the course, unless paid, and those taking the course would receive one unit of credit for placement on the salary schedule for each 15 hours taught or attended.
- A-4.4 September 15th shall be the deadline for submitting appropriate verification of course work to be evaluated for the contract year.

#### **A-5 Adjustment of Salary on Termination**

Final adjustment in salary shall be made for unit members upon resignation or dismissal for cause. The calculation for final payment shall be an amount that bears the same ratio to the established annual salary for the position as the time bears to the annual official calendar.

#### **A-6 10-Month Unit Member Option for Payroll Installments Over 10 or 12 Months**

A unit member whose work year begins in September and ends in June may opt for payment of annual salary in 10-monthly installments instead of the established 12-month pay plan. This can be arranged by written request, signed by the unit member, and sent to the Payroll Department no later than September 1st of the school year the 10-month pay plan is to commence.

Advance arrangements for the 10 monthly deductions for organization dues, credit union payments/deposits and any other unit member-originated deductions must be made directly with the organization, credit union, or agency by the unit member.

# ADDENDUM B

## SALARY SCHEDULES

**SAN MATEO COUNTY OFFICE OF EDUCATION**  
 183 DAYS  
 2020-2021 CERTIFICATED SALARY SCHEDULE  
 3.00% COLA effective 07/01/20  
 Based on 183 computational days

STEP	CLASS A	CLASS B	CLASS C	CLASS D	CLASS E	CLASS F	CLASS G
	AB	AB+15	AB+30	AB+45	AB+60	AB+75	AB+90
	or	or	or	or	or	or	or
	120-134	135-149	150-164	165-179	180-194	195-209	210+
	Units	Units	Units	Units	Units	Units	Units
1	50,362	53,861	57,360	60,859	64,358	67,857	71,356
2	53,861	57,360	60,859	64,358	67,857	71,356	74,855
3	57,360	60,859	64,358	67,857	71,356	74,855	78,354
4	60,859	64,358	67,857	71,356	74,855	78,354	81,853
5	64,358	67,857	71,356	74,855	78,354	81,853	85,352
6	67,857	71,356	74,855	78,354	81,853	85,352	88,851
7	71,356	74,855	78,354	81,853	85,352	88,851	92,350
8	74,855	78,354	81,853	85,352	88,851	92,350	95,849
9	x	81,853	85,352	88,851	92,350	95,849	99,348
10	x	x	88,851	92,350	95,849	99,348	102,847
11	x	x	x	95,849	99,348	102,847	106,346
12	x	x	x	x	102,847	106,346	109,845
Longevity step 17 or 5 (for F12/G12)	78,354	85,352	92,350	99,348	106,346	109,845	113,344
Longevity step 22 or 10 (for F12/G12)	81,853	88,851	95,849	102,847	109,845	113,344	116,843
Longevity step 24	85,352	92,350	99,348	106,346	113,344	116,843	120,342
Increment	\$3,499						

**LONGEVITY:**

- 1 \$328 after 3 years of service (not included in computing daily rate), applies only to employees hired prior to July 1, 1973.
- 2 One salary increment for employees who complete 17 years of service with the San Mateo County Office of Education. One salary increment for employees who complete 22 years of service with the San Mateo County Office of Education.  
Or
- 3 One salary increment for employees who have reached F-12 or G-12 of the salary schedule after completing 5 years of additional service with San Mateo County Office of Education. Employees who complete a total of 10 additional years at F-12 or G-12 will receive an additional increment.
- 4 One salary increment for employees who complete 24 years of service (effective 7/1/05).
- 5 Effective 7/1/99. Special Ed Unit Members only  
Staff Development Day Stipend at Employee's Per Diem Rate.

An employee may not receive a longevity increment under both conditions 2 and 3

Masters or Doctorate Degree Stipend: \$1539

Head Teacher Stipend: \$3499

FINAL Effective: 7/1/2020

**ADDENDUM C**  
**CalPERS Health Benefit Program**

1. Retirees: Health insurance for retired members shall be provided under the following terms and conditions:
  - 1.1 The County Office agrees to contribute the lesser amount set by Government Code section 22892 per eligible retiree (as defined herein) per month for the life of the unit member.
  - 1.2 Retirees eligible for County Office optional contributions under Article 12. 5, shall continue to receive this contribution as stipulated less the required County Office paid enrollment fee to CalPERS.
  - 1.3 If the retiree elects not to enroll in the CalPERS Health Plan, the County Office premium contribution amount will be forfeited.
  - 1.4 The surviving spouse shall continue to receive the basic County Office monthly contribution if he/she continues to receive STRS/CalPERS benefits.
2. Future requirements by the Federal, State or local government for a percentage payroll tax, fee, and charge for Health and Welfare benefits shall be brought back to the Table for negotiations.

## **ADDENDUM D– HEAD TEACHERS/HEAD PSYCHOLOGISTS/INSTRUCTIONAL TEAM LEADERS/HEAD NURSES**

Head Teachers/Head Psychologist/Instructional Team Leader/Head Nurse shall be appointed for 1-year terms and may be reappointed. Head Teachers/Head Psychologist/Head Nurse shall be required to perform substantive additional non-supervisory duties beyond those required of other teachers. Head Teachers/Head Psychologist/Head Nurse shall not be subject to the 7.5 hour day limitation.

The Head Teacher/Head Psychologist/Instructional Team Leader/Head Nurse does not hire, fire, evaluate or supervise other SMCEA unit members. Additionally, the functions of the Head Teacher/Head Psychologist/Head Nurse may be defined by his/her specific Program assignment.

The Head Teacher/Head Psychologist/Instructional Team Leader/Head Nurse:

1. Acts as the liaison between Director/Manager and staff for operational needs of the Program.
2. Coordinates ordering of curriculum and testing materials and state textbook orders.
3. Collects and reviews registers, incident reports, bus citations, and questionnaires.
4. Acts as a resource and support to teachers who request assistance on behavior management techniques, curriculum, evaluation, IEP's, etc.
5. Performs other non-supervisory related duties as assigned.



## ADDENDUM E – SAN MATEO COUNTY OFFICE OF EDUCATION ADMINISTRATIVE REGULATION

### Drug- and Alcohol-Free Workplace

The Office is and shall continue to be a drug- and alcohol-free workplace.

1. Unit members will be notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace which includes all facilities under the control and use of the Office. All unit members shall be notified of this policy at the time of their initial employment and once each year following employment.
2. Any violation of this prohibition by a unit member will result in requiring such unit member to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes. The unit member shall bear the costs of the rehabilitation program and shall be entitled to use of whatever applicable vacation, sick, and/or medical leave benefits necessary for program participation. A unit member's refusal to enroll in and complete such rehabilitation program shall be grounds for disciplinary action up to and including termination of employment pursuant to the provisions of Education Code or other applicable law.
3. Unit members shall abide by the terms of this policy and notify their supervisors within five days of any criminal drug statute conviction received for a violation occurring at the workplace. For the purpose of this policy, "conviction" shall mean a finding of guilt, including a plea of *nolo contendere* or imposition of sentence, or both, by a judicial body charged with determining violation of federal or state criminal drug statutes.
4. Upon receiving notification of a unit member's criminal drug statute conviction for a violation occurring in the workplace, the Office will notify federal agencies with whom contracts are held or from whom grants are received, within ten days after receiving said notification.
5. The Office shall establish a drug- and alcohol-free awareness program that will inform unit members about:
  - a. the dangers of drug and alcohol abuse in the workplace;
  - b. this Board Policy of maintaining a drug- and alcohol-free workplace;
  - c. any available counseling, rehabilitation, and unit member assistance programs; and
  - d. the penalties that may be imposed on unit members for violations.

#### *Legal References:*

*California Government Code Section 8350 California Drug-Free Workplace Act of 2000*

*Public Law 100-690, Title V, Subtitle E Drug-Free Workplace Act of 1988*

Adopted SMCBE 06/07/06, Revised 03/04/09 (Replaces BP 4550.4)

SAN MATEO COUNTY BOARD OF EDUCATION  
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

**ADDENDUM F**

**CERTIFICATED EVALUATION FORM**

This form is to be completed by the unit member: Columns (1) and (2) completed at the beginning of the evaluation year. Columns (3) and (4) completed at the end of the evaluation year.

Name: \_\_\_\_\_

Assignment: \_\_\_\_\_

Supervisor: \_\_\_\_\_

OBJECTIVES/ACTIVITIES (1)	EVALUATION DESIGN (2)	DATA COLLECTED (3)	EVALUATION STATEMENTS AND CONCLUSIONS (4)

SAN MATEO COUNTY BOARD OF EDUCATION  
 SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

CERTIFICATED EVALUATION FORM

This form is to be completed by the unit member: Columns (1) and (2) completed at the beginning of the evaluation year. Columns (3) and (4) completed at the end of the evaluation year.

Name: \_\_\_\_\_

OBJECTIVES/ACTIVITIES (continued) (1)	EVALUATION DESIGN (continued) (2)	DATA COLLECTED (continued) (3)	EVALUATION STATEMENTS AND CONCLUSIONS (continued) (4)

Please note any constraints that the unit member believes may inhibit his/her ability to meet the objectives established:

---



---



---



---



---

SAN MATEO COUNTY BOARD OF EDUCATION  
SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS

EVALUATION REPORT

EDUCATOR: \_\_\_\_\_ LOCATION: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

UNIT MEMBER STATUS:    TEMPORARY \_\_\_\_\_ PROBATIONARY \_\_\_\_\_ PERMANENT  
\_\_\_\_\_

GOAL SETTING CONFERENCES: \_\_\_\_\_

DATES OF OBSERVATIONS: \_\_\_\_\_

DATES OF POST-OBSERVATION CONFERENCES/REVIEWS: \_\_\_\_\_

PLEASE CHECK ONE:    INTERIM REPORT \_\_\_\_\_    FINAL REPORT \_\_\_\_\_

Supervisor's Statement Concerning Unit Member Performance and Suggestions for Succeeding Year:  
(Supervisor completes subsequent to summary evaluation conference with copy to certificated unit member and copy to unit member's personnel folder)

---

Certificated Unit Member Response:  
(Optional)

---

Note: The signature of the unit member signifies supervisor's statement was discussed and does not necessarily indicate unit member consensus with the statement

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Unit Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**San Mateo County Office of Education  
ADDENDUM G - STATEMENT OF GRIEVANCE FORM  
LEVEL I - INFORMAL**

Grievant's Name \_\_\_\_\_

Program \_\_\_\_\_

Respondent's Name \_\_\_\_\_

Date \_\_\_\_\_

Questions 1-4 must be completed before submitting the form.

- 1) Provide a clear and concise statement describing the nature of the grievance. (Please include names, dates, times and locations, etc.)

---

---

---

---

---

---

- 2) Identify the specific section(s) of the contract, written Board policy or administrative regulations covering negotiable items that have been violated, misinterpreted or misapplied. Explain how it applies to the nature of the grievance.

---

---

---

---

- 3) What actions have been taken to resolve the conflict thus far?

---

---

---

- 4) Describe the specific remedy being sought.

---

---

---

\*\*\*\*\*

**FOR HUMAN RESOURCES OFFICE USE ONLY**

Results of Level I Procedures:

- a) Date of conference with respondent \_\_\_\_\_

- b) Attach a copy of the respondent's written response that includes proposed solution or adjustment of the grievance.

- c) Decision rendered at Level I:

\_\_\_\_\_ Grievance resolved at Level I.

\_\_\_\_\_ Grievance filed formally at Level II

SW7/30/07

**San Mateo County Office of Education  
ADDENDUM G - STATEMENT OF GRIEVANCE FORM  
LEVEL II - FORMAL**

Grievant's Name \_\_\_\_\_ Program \_\_\_\_\_

Respondent's Name \_\_\_\_\_ Date \_\_\_\_\_

1) Provide a clear and concise statement describing the nature of the grievance (Please include names, dates, times and locations, etc.).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Identify the specific section(s) of the contract, written Board policy or administrative regulations covering negotiable items that have been violated, misinterpreted or misapplied. Explain how it applies to the nature of the grievance.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) Describe the specific remedy being sought.

\_\_\_\_\_  
\_\_\_\_\_

4) What was the decision rendered from Level I? Why is this decision being appealed? Attach a copy of the Level I form and the respondent's written response.

\_\_\_\_\_  
\_\_\_\_\_

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

Association Representative(s) \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

**FOR HUMAN RESOURCES OFFICE USE ONLY**

Results of Level II Procedures:

- a) Date of conference with respondent \_\_\_\_\_
- b) Attach a copy of the respondent's written response that includes proposed solution or adjustment of the grievance.
- c) Decision rendered at Level II:  
\_\_\_\_\_ Grievance resolved at Level II  
\_\_\_\_\_ Grievance filed at Level III

SW8/6/07

**San Mateo County Office of Education  
ADDENDUM G- STATEMENT OF GRIEVANCE FORM  
LEVEL III – APPEAL TO SUPERINTENDENT**

Grievant's Name \_\_\_\_\_ Program \_\_\_\_\_

Respondent's Name \_\_\_\_\_ Date \_\_\_\_\_

1) Provide a clear and concise statement of reasons for appealing to the Superintendent.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Describe the specific remedy being sought (which shall be the same as requested at Level II).

\_\_\_\_\_  
\_\_\_\_\_

3) Attach a copy of the grievance and response from Level II.

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

Association Representative(s) \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*

**FOR HUMAN RESOURCES OFFICE USE ONLY**

Results of Level III Procedures:

a) Date of conference with the Superintendent \_\_\_\_\_

b) Decision rendered at Level III:

\_\_\_\_\_ Grievance resolved at Level III

\_\_\_\_\_ Grievance filed at Level IV

SW8/6/07

### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.



## **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109  
(29 U.S.C. § 2619)  
requires FMLA  
covered employers**

**to post the text of  
this notice. Regulations 29 C.F.R. § 825.300(a) may require additional**

For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)



**disclosures.**

U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division  
WHD Publication 1420 Revised January 2009

For the San Mateo County  
Office of Education:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*

Date: 9-4-20

For SMCEA:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature]*

Date: 8-31-20

Approved by the San Mateo County  
Superintendent of Schools

Date: 9-9-20

By: *Nancy Magee*  
Nancy Magee