

# **AGREEMENT**

---

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

Effective Dates:  
**July 1, 2015 through June 30, 2018**



## TABLE OF CONTENTS

<b>ARTICLE 1 – DEFINITIONS</b> .....	<b>5</b>
<b>ARTICLE 2 – AGREEMENT</b> .....	<b>5</b>
<b>ARTICLE 3 – RECOGNITION</b> .....	<b>6</b>
<b>ARTICLE 4 – NEGOTIATION PROCEDURES</b> .....	<b>6</b>
<b>ARTICLE 5 – ASSOCIATION RIGHTS</b> .....	<b>7</b>
<b>ARTICLE 6 – GRIEVANCE PROCEDURE</b> .....	<b>8</b>
6.1 Definitions.....	8
6.2 Purpose .....	8
6.3 Procedure.....	8
6.4 Rights of Employment to Representation.....	10
6.5 Miscellaneous Provisions.....	10
<b>ARTICLE 7 – PROFESSIONAL GROWTH</b> .....	<b>11</b>
7.1 Conferences.....	11
7.2 Conference Expenses .....	11
7.3 Conference Attendance.....	11
<b>ARTICLE 8 – LEAVES</b> .....	<b>12</b>
8.1 Bereavement Leave .....	12
8.2 Court Appearance and Jury Duty Leave.....	12
8.3 Industrial Accident or Illness Leave .....	12
8.4 Sick Leave .....	13
8.5 Use of Sick Leave for Personal Necessity .....	14
8.6 Personal Business Leave.....	14
8.7 Project Development Leave .....	14
8.8 In-Service Leave .....	15
8.9 Professional Development Leave .....	15
8.10 Sabbatical Leave.....	15
8.11 Leave Without Pay .....	15
8.12 Leave Information and Procedures.....	15
8.13 Miscellaneous Provisions .....	16
8.14 Unpaid Family Care Leave.....	16
8.15 Pregnancy Disability Leave.....	22
8.16 Maternity/Paternity Leave .....	25
<b>ARTICLE 9 – TRANSFER</b> .....	<b>25</b>
9.1 Definitions.....	25
9.2 Policy .....	25
9.3 Procedure.....	26
9.4 Notification and Preparation Time.....	27

9.5 Transfer Due to Loss of Enrollment or Program Reduction .....	27
<b>ARTICLE 10 – EVALUATION AND ASSESSMENT OF CERTIFICATED PERSONNEL .....</b>	<b>28</b>
10.1 Purpose .....	28
10.2 Evaluation and Assessment Procedures .....	28
<b>ARTICLE 11 – WORK YEAR/WORK DAY, MOVING RELEASED TIME, CONTRACTS AND PLANNING BLOCKS .....</b>	<b>30</b>
11.1 Work Year .....	30
11.2 Contracts.....	31
11.3 Calendar .....	31
11.4 Work Day .....	31
11.5 Staff Planning Days (SPD).....	31
11.6 Meetings – Special Education .....	32
11.7 Distribution of Non-Instructional Duties.....	32
11.8 Scheduling of Professionally Related Duties (Non-Special Education) .....	32
11.9 Extended Year/Summer Session Assignments.....	33
11.10 Central Office and Instructional Services Division Hours.....	33
11.11 Court and Community School Student Contact Hours.....	33
11.12 Lunch Periods.....	34
11.13 Relief Break .....	34
11.14 Moving Released Time/Moving Compensatory Time/Moving Compensation .....	34
11.15 Curriculum Preparation Time Resulting From Transfers.....	34
11.16 Hiring Non-Fully Credentialed Certificated Staff.....	35
11.17 Planning Blocks .....	35
11.18 Court And Community School Class Size .....	35
<b>ARTICLE 12 – SALARIES AND BENEFITS .....</b>	<b>36</b>
12.1 Salaries.....	36
12.2 Health & Welfare Benefits.....	37
12.3 Golden Handshake Program.....	39
12.4 Full-Time Retirement Credit for Reduced Service .....	39
12.5 Retiree Health Benefits.....	40
12.6 Certificated Job Sharing .....	40
12.7 Employee Contributions to STRS.....	41
12.8 Medicare (AB 265) .....	41
12.9 Liability Insurance .....	41
12.10 Electronic Deposit of Paychecks.....	41
12.11 Salary Protection Insurance .....	41
12.12 Mileage Reimbursement.....	41
12.13 Vehicle Repair.....	41
<b>ARTICLE 13 – COMMITTEES .....</b>	<b>42</b>

13.1 Placement and Course Evaluation Committee.....	42
13.2 Special Education Services Housing Committee .....	42
13.3 The Lottery Committee.....	42
13.4 Medi-CAL Administrative Assistance (MAA) Program Committee .....	42
13.5 Committee Representatives .....	42
<b>ARTICLE 14 – EMPLOYEE RIGHTS .....</b>	<b>42</b>
14.1 Just Cause of Discipline .....	42
14.2 Accommodation for Disabled Employees.....	43
14.3 Parent Visitation/Administrative Procedure .....	43
14.4 Paraeducator Evaluation .....	43
14.5 Personnel Records.....	44
14.6 Hiring Non-Fully Credentialed Certificated Staff.....	44
<b>ARTICLE 15 – SAFE WORKING CONDITIONS .....</b>	<b>44</b>
<b>ARTICLE 16 – VIOLENCE OR BATTERY .....</b>	<b>45</b>
16.3 Leave Provisions/Injury Due to Violence or Battery .....	45
16.4 Stalking.....	45
16.5 Violence and Battery Provisions for Assisting Students and Staff.....	46
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.....	46
<b>ARTICLE 17 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS .....</b>	<b>47</b>
17.3 Religious Exemption.....	48
<b>ARTICLE 18 CLASS SIZE .....</b>	<b>49</b>
<b>ARTICLE 19 – DRUG-FREE WORKPLACE .....</b>	<b>50</b>
<b>ARTICLE 20 – RESTRUCTURING .....</b>	<b>50</b>
<b>ARTICLE 21 – CATASTROPHIC ILLNESS OR INJURY PROGRAM .....</b>	<b>50</b>
21.1 Definition.....	50
21.2 Requirements/Conditions .....	50
<b>ARTICLE 22 – SAVINGS PROVISION.....</b>	<b>51</b>
<b>ARTICLE 23 – SUPPORT OF AGREEMENT .....</b>	<b>51</b>
<b>ADDENDUM A.....</b>	<b>52</b>
A-1 Salary Schedule Structure.....	52
A-2 Placement on Salary Schedule.....	52
A-3 Salary Computation.....	53
A-4 Course Work Standards .....	54
A-5 Adjustment of Salary on Termination .....	54
A-6 10-Month Employee Option for Payroll Installments Over 10 or 12 Months .....	54
<b>ADDENDUM B – SALARY SCHEDULE .....</b>	<b>55</b>
<b>ADDENDUM C – CALPERS HEALTH BENEFIT PROGRAM .....</b>	<b>56</b>

<b>ADDENDUM D – HEAD TEACHERS/HEAD PSYCHOLOGISTS/INSTRUCTIONAL TEAM LEADERS/HEAD NURSES .....</b>	<b>57</b>
<b>ADDENDUM E – SAN MATEO COUNTY OFFICE OF EDUCATION ADMINISTRATIVE REGULATION.....</b>	<b>58</b>
<b>ADDENDUM F—SAN MATEO COUNTY OFFICE OF EDUCATION CERTIFICATED STAFF EVALUATION .....</b>	<b>59</b>
<b>ADDENDUM G – STATEMENT OF GRIEVANCE FORM.....</b>	<b>78</b>
<b>ADDENDUM H - DEPARTMENT OF LABOR NOTICE WH1420 .....</b>	<b>81</b>

## **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 Employees Representative Council” designates the employees elected by the Association for the purpose of representing the employees.
- 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 “Employee” means a certificated employee 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 employees’ 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, 2015 and shall remain in effect until June 30, 2018. 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 employees 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 Employees
AR4120.1	Recruitment of Certificated Personnel
AR4131.2	Contracts
AR4135.1	Outside Activities
AR4137.1	Competence of Evaluators of Teachers
AR4164.1	Rating of Employees 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 employees as follows: all certificated employees regularly placed on the certificated employees salary schedule, excluding all management, supervisory, and confidential employees 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** No later than May 1st of the calendar year in which this Agreement expires, the Association and the County Office shall meet and negotiate in good faith on negotiable items. 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 Tentative Agreements – during negotiations, agreed upon items shall be reduced to writing and signed.
- 4.7 Within 20 days of ratification of the Agreement by both parties, the County Office will deliver a review copy of the negotiated Agreement to the Association. The Association will return the review copy to the County Office within 20 days. The County Office will have copies of the Agreement printed and distributed to the Unit Membership within 30 days of receipt of the Agreement from the Association. Twenty copies of the Agreement shall be provided to the Association for its use. 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 employees when such access will not interfere with assigned duties of the employees and shall have those rights specified in the Government Code section 3543.1(b).
- 5.3 The County Office shall place on the agenda of a regular Board meeting any appropriate matters brought to its attention by the President of the Association.
- 5.4 The County Office shall deliver to the Association three copies of the Board packet.
- 5.5 Pursuant to the Government Code section 3543.1(b), the Association shall be provided with a listing of names and work sites of all employees by October 15. Additions, deletions or other changes in said listing shall be forwarded to the Association by the 15<sup>th</sup> day of subsequent months.
- 5.6 The Association may use the County Office's internal mail service, bulletin boards and mailboxes for communication.
- 5.7 The San Mateo County School Directory shall have a listing, which includes the principal officers of the Association.
- 5.8 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.
- 5.9 The Association may be invited to send representatives to Cabinet meetings.
- 5.10 Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or make copies of materials in such employee's personnel file, which are made accessible to the employee.

- 5.11 The County Office agrees not to schedule meetings, which employees are required to attend after school hours on the first and third Mondays of each month, to allow for Association meetings.
- 5.12 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 of a party to the Agreement have been adversely affected.
- 6.1.2 For the purpose of this Article, the “parties to the Agreement” are: (a) any employee; (b) the County Office; and (c) the Association.
- 6.1.3 A “party in interest” is any person(s) who might be required to take action or against whom action might be taken in order to resolve or adjust the grievance.
- 6.1.4 A “grievant” is a party to the Agreement 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.
- 6.1.5 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.
- 6.1.6 A “day” is any duty day in which the grievant is required by contract to render service.
- 6.1.7 “Calendar” is the specific schedule that an employee is assigned to work under, i.e. a specific District, the County Office, or other approved calendar.

### **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. Because grievances should be resolved or adjusted as promptly and as courteously as possible, 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 fifteen 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; if the respondent is an employee, the grievant shall so inform the employee; if the respondent is the Association, the grievant shall so inform the President of the Association.

- 6.3.1.2 The respondent shall confer with the grievant and they shall make a sincere attempt to reach a satisfactory resolution or adjustment as soon as possible. The respondent shall respond in writing to the grievant with a proposed resolution or adjustment of the grievance within 5 days after the conference.

### 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 other parties to the Agreement within 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 10 days after receipt of the written grievance by the respondent, the respondent or designee shall meet with the grievant and advocate, if any, in a sincere attempt to reach a satisfactory resolution or adjustment. If the respondent is the County Office, the grievant and advocate, if any, shall meet with the Division Head or the next higher level supervisor, if not the Division Head; if the respondent is an employee, the grievant and advocate, if any, shall meet with the employee and advocate; if the respondent is the Association, the grievant and advocate, if any, shall meet with the President of the Association or designee. Within 5 days after this meeting the respondent shall submit a written decision to the grievant.

### 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 5 days in writing to the Superintendent. Within 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 5 days notice of the meeting.

- 6.3.3.3 Within 5 day 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 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 10 days after notice is given. If the two parties fail to reach agreement on an arbitrator within 5 days, the State Mediation and Conciliation

Service will be requested to supply a list of 7 names. Parties shall alternately strike names until one remains.

6.3.4.3 The arbitrator shall hold a hearing as soon as reasonably possible following his/her appointment. Within 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 10 days of receiving the arbitrator's report, the Superintendent shall render a final decision on the grievance.

## **6.4 Rights of Employees 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 employee 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 employee.
- 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.
- 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, 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 employee 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.
- 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 employees for travel outside of San Mateo County in performance of duty shall be in accordance with Administrative Regulation 3330.1.

7.2.2 Employees 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, an employee 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 employee 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, an employee may request a purchase order.

- 7.3.3 If an employee has exhausted his/her \$280 allotment for the fiscal year or is requesting to attend a conference, which would exhaust the employee's \$280 allotment, the employee may request, on the County Office approved form, to obtain additional funding from other employees within SMCEA. The additional funding may only be provided by employees within SMCEA and only to the extent the employee has not exhausted his/her allotment for that fiscal year. To make the contribution an employee must sign a form acknowledging the dollar amount of the contribution and that the employee's allotment for that fiscal year shall be reduced by a corresponding amount. The maximum allotment an employee 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 employee 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 employee, Domestic Partners registered at the County Office; relative of employee 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 employee; or any other person as determined by the County Office and the employee.
- 8.1.2 Up to one day of leave with pay shall be granted, upon approval of the County Office, to attend the funeral of a person other than those listed above.

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

All employees 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 employee. The employee 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 employees 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 Employee 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 an employee 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 employee'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 employee 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 employees 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 employees 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 employee to use her accumulated sick leave. Bargaining unit employees may use sick leave for the following purposes:
  - 8.4.1.1 Sick leave: Bargaining unit employees 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 employees may take safe leave if the employee 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 employee, 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 employee was a minor child, grandparent of the employee or the employee's spouse or registered domestic partner, the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or grandchild of the employee, an individual for which the associate stands in loco parentis, legal guardian or ward, or any person living in the immediate household of the employee. 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 an employee has exhausted accumulated sick leave, he/she is eligible to receive differential pay. He/she shall receive the differential payment for a period of time extending up to a maximum of 5 school months after commencement of the absence. The differential pay the employee receives during the 5 school month period shall be the difference between his/her salary and that of a substitute employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had a substitute been employed.

8.4.3 Securing substitute employees 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 employees 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 employee files the appropriate form upon returning. When these circumstances necessitate use of additional accumulated sick leave days, they shall be used provided the employee 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 employee's immediate supervisor.

8.5.3 All employees 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 employees 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 an employee's assigned work year, except in emergency situations. In the event of an emergency situation, the employee 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 an employee or group of employees 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 employee 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, employees shall be granted one visiting day per academic year. Arrangements shall be made by the employee following plans developed by the Director/Manager and the employee. 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 an employee'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 an employee for a specific length of time to perform a task that will improve, update, or redirect the employee'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 employee shall receive full or partial compensation as specified in the terms of the leave. Unless otherwise specified, the employee shall be relieved of all regular duties during the time of leave, and a substitute provided, as necessary.

## **8.10 Sabbatical Leave**

Any employee 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 employee disagreement, the employee 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 an employee for the purpose of childcare. Such leave shall generally not be for more than one school year.

## **8.12 Leave Information and Procedures**

The County Office shall prepare a bulletin for all employees describing the nature of all leaves available to certificated employees 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 employee shall be informed in writing of the conditions of the leave, including the assignment into which the employee may anticipate returning at the end of the leave. Should program or student needs warrant, the County Office may make a change in the employee'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 An employee 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 an employee who is on a leave of absence. The notice shall request that the employee respond in writing regarding his/her intention to return to work for the next school year. The employee'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 employee shall remain on the employee roster for fringe benefits and retirement provided the employee pays the full premium at the County Office rate.
- 8.13.6 Any employee on leave shall retain employee 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.*; California Government Code §§ 12945.1 and 12945.2; 2 CCR 7297.0 *et seq.*) 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 Employee Eligibility**

- 8.14.1.1 To be eligible for leave under the FMLA ("Fed-FMLA") and CFRA (collectively "FMLA Leave"), an employee 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 employees 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. An employee 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 an employee'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 an employee'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 an employee'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 paternity pursuant to Article 8.

### 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 employee 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 your first use of such leave after the preceding 12-month period has ended.

- 8.14.3.2 The maximum amount of FMLA Leave for an employee 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, an employee may take FMLA Leave intermittently – which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. If an employee is taking FMLA Leave due to pregnancy or pregnancy disability purposes, the Pregnancy Disability Leave Section in this Article governs such leaves. Employees 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. An employee 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 an employee 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 an employee’s request for intermittent leave is approved, the County Office may later require an employee to obtain recertifications of his/her need for leave.

- 8.14.3.5 To the extent required by law, leave beyond an employee's FMLA Leave entitlement will be granted when the leave is necessitated by an employee'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 employee’s serious health condition, which also constitutes a “disability” under the FEHA and the employee 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 Employees 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 employee 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 employee, regarding an employee's own serious health condition or the serious health condition of the employee's family member for Fed-FMLA purposes and for CFRA purposes, the employee'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." Employees 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, an employee must try to schedule treatment so as not to unduly disrupt the County Office's operation. Employees are to contact Human Resources prior to scheduling planned medical treatment.

#### 8.14.4.2 Military Emergency Leave

Employees 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 employee 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 employees to use accrued sick leave during an unpaid portion of an FMLA Leave if the reason for the FMLA Leave is the employee's own serious health condition or for any other reason, mutually agreed to by the County Office and the employee. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees 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 and Extended Sick Leave). In addition, employees 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 An employee 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 employee's group health benefits during the leave on the same terms as if the employee had continued to work. This means that if an employee wants benefits coverage to continue during his/her leave, the employee must also continue to make any premium payments that he/she is now required to make for the employee or his/her dependents. Employees 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 employee takes additional time off that qualifies as CFRA leave, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period. Employees 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 employee fails to return to work following a FMLA Leave.

8.14.6.2 If an employee is on a FMLA Leave but is not entitled to continued paid group health insurance coverage, the employee 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, employees 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, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off had the employee not gone on leave, or if the employee's position has been eliminated during the leave, then the employee will not be entitled to reinstatement.

8.14.7.2 Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee'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 employee when the employee 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 employee 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 an employee 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 employee 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, an employee is disabled when, in the opinion of the employee's healthcare provider, she cannot work at all or is unable to perform any one or more of the essential functions of the employee'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 employee 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 employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. There is no length of service requirement. An employee is affected by pregnancy if she is pregnant or has a related medical condition, and because of pregnancy, the employee'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 an employee 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 employee, transfer another employee with more seniority, or promote or transfer any employee 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, an employee 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 employee's health care provider that states that the employee is disabled due to pregnancy or that it is medically advisable for the employee to be temporarily transferred or to receive some other requested accommodation.

The County Office may require an employee 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 an employee 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 an employee due to her pregnancy related disability is defined as the number of days (and hours) the employee 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 an employee affected by pregnancy will not reduce the amount of Pregnancy Disability Leave time the employee 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 employee 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 an employee 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 an employee is not allowed to work due to not having provided the required release will be unpaid except to the extent that the employee submits the required certification and that certification identifies the employee as still qualifying for leave under this Section.

8.15.3.6.3 An employee 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 employee'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 employee will not be entitled to any greater right to reinstatement than if she had not taken the leave. For example, if an employee would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee 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 an employee is taking additional leave provided by law or County Office policy or the County Office has otherwise approved the employee to take additional time off.

#### 8.15.3.7 Integration with Other Benefits

Employees 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 an employee 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 an employee will not receive pay for official holidays that are observed during her leave of absence except during those periods when the employee is substituting sick leave for unpaid leave.

#### 8.15.3.8 Benefits

8.15.3.8.1 The County Office will maintain an employee's health insurance benefits during an employee'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 an employee takes additional time off following a Pregnancy Disability Leave that qualifies as California Family Rights Act ("CFRA") leave, the County Office will continue the employee's health insurance benefits for up to a maximum of 12 work weeks in a 12-month period.

EXAMPLE: An employee takes 17.33 workweeks off due to a pregnancy disability. Assuming the employee 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 employee'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 an employee 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 – Maternity/Paternity Leave**

8.16.1 Effective January 1, 2016, during each school year, if an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties on account of maternity or paternity leave taken pursuant to the CFRA/FMLA as set forth in Article 8.14 for a period of up to 12 school weeks, whether or not the absence arises out of or in the course of the employment of the employee, the employee shall receive the difference between his/her salary and that of a substitute, whether or not a substitute has been employed.

8.16.2 The 12-week period referenced in Article 8.16.1 shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave taken pursuant to the CFRA/FMLA as set forth in Article 8.14.

An employee shall not be provided more than one 12-week period per maternity or paternity leave. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12-week period in the subsequent school year.

8.16.3 For purposes of this Section, "maternity or paternity leave" is defined as leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

## **ARTICLE 9 – TRANSFER**

### **9.1 Definitions**

9.1.1 A "transfer" is the movement of an employee 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, work site location.

### **9.2 Policy**

9.2.1 All transfers shall be made for the reasons of Program need, student need, or employee benefit.

9.2.2 Assignment and transfer shall be made by the County Office.

- 9.2.3 Employees within a Program shall have the opportunity to request and be considered for transfer to any vacancy within that Program before consideration is given to qualified employees of other Programs who have requested transfer.

Before publicly posting a position announcement, the County Office will give consideration to qualified employees from other programs who have submitted written transfer requests to the Human Resources Office.

- 9.2.4 On or about June 1st of each school year, employees 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 an employee's assignment is to be changed, the reasons for the transfer shall be given.

### **9.3 Procedure**

#### **9.3.1 Voluntary Transfers**

- 9.3.1.1 A voluntary transfer is a transfer, which is initiated at the employee's request.
- 9.3.1.2 An employee may initiate a request for transfer at any time by submitting a "Request for Transfer" form to the Human Resources Office. One copy of the transfer form will be returned to the employee to verify receipt by the Human Resources Department.
- 9.3.1.3 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.
- 9.3.1.4 All transferees will be contacted by the Human Resources Department to determine interest in the open position. A copy of the job description will be sent by the Human Resources Department to all interested transferees.
- All interested transferees who hold the appropriate credential will be interviewed for the open position.
- 9.3.1.5 If the vacancy is not filled from the Transfer List, the position will be posted internally. Qualified employees should express their interest on or before the deadline by submitting a notice of interest in the position through written correspondence or e-mail. A qualified employee will be defined as a current member of SMCEA holding an appropriate credential for the open position.
- 9.3.1.6 All qualified employees who submit written interest prior to the posted deadline will be interviewed for the open position.
- 9.3.1.7 For interviews conducted under this subsection, an interview committee will be utilized that consist of a Director/Manager, 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 select the SMCEA committee members.
- 9.3.1.8 Human Resources will notify, in writing, applicants and the SMCEA President of the results of the interview process.

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

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

9.3.2 Involuntary Transfers

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

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

9.3.2.3 Human Resources will provide written notice of such transfer to the employee at least 10 working days prior to being involuntarily transferred.

**9.4 Notification and Preparation Time**

9.4.1 For any transfer during the school year, the employee(s) will be notified in writing of the pending transfer at least 10 working days prior to its effective date, unless the Director/Manager and employee agree that the transfer will become effective in less than 10 working days.

9.4.2 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. Employees shall be notified as soon as possible of any subsequent changes in assignment.

**9.5 Transfer Due to Loss of Enrollment or Program Reduction**

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

9.5.1 Appropriate credential(s) held for the open position;

9.5.2 Teaching experience, including but not limited to:

9.5.2.1 Teaching experience outside of the County Office

9.5.2.2 Teaching experience within County Office

9.5.2.3 Teaching experience within the Program

9.5.2.4 Teaching experience with age level of new position

9.5.3 Education, including but not limited to:

9.5.3.1 Degrees earned

9.5.3.2 Technology training and certification

9.5.3.3 Professional growth

- 9.5.4 Performance, including but not limited to:
  - 9.5.4.1 Specific job related skills (Braille, sign language, etc.)
  - 9.5.4.2 Bilingual capabilities
- 9.5.5 Service to the County Office based on leadership roles (i.e., CADRE, Head Teacher, etc.)
- 9.5.6 Employee preference

Prior to the transfer, the employee 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 employees.
- 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 employee shall be dismissed for incompetence without evaluation.

### **10.2 Evaluation and Assessment Procedures**

- 10.2.1 Probationary and temporary employees shall be evaluated once each school year. Permanent employees 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 employee as meeting or exceeding standards may be evaluated every 5 years. The evaluator and the certificated employee must agree and either may withdraw consent at any time, thereby returning the certificated employee to the traditional evaluation cycle. See Addendum E.
- 10.2.2 Each Administrator shall be responsible for evaluating the employees under his/her immediate supervision.
- 10.2.3 Evaluation and Assessment of employees 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 employee;
  - 10.2.3.3 The employee's adherence to curricular objectives; and
  - 10.2.3.4 The establishment and maintenance of a suitable learning environment within the scope of the employee'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 employee developed objectives; and
  - 10.2.3.5.3 The establishment and maintenance of required records, assessments, reports and support services as determined by the employee developed objectives.
- 10.2.4 Before the last work day of September those employees to be evaluated during the current school year shall be notified in writing.
- 10.2.5 The employee 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 employee 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 employee 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 employee 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 employee 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 employee 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. An employee who receives a Needs Improvement evaluation shall, upon request, be entitled to additional observations, evaluation

conferences and/or written evaluation (EVALUATION REPORT). The employee 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 employee in correcting any cited areas of needed improvement. The immediate supervising Administrator's role to assist the employee 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 employee'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 employee and subsequently corrected shall not be included in the final evaluation form(s).
- 10.2.11 The employee shall not be evaluated on or held accountable for any aspect of the educational program over which the employee has no authority or ability to correct.
- 10.2.12 The final evaluation conference between the employee 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 employee disputes the content, the employee may prepare a written statement which shall be attached to the final evaluation. The employee has the option of including a representative during each of the evaluation conferences.
- 10.2.13 An employee shall not be required to participate in the evaluation(s) and/or observations of other unit members.
- 10.2.14 The evaluation of employees 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 employees 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 employee 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 employees.

## **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 employee or employee whose assignment requires him/her to work multiple calendars, shall, after receipt of his/her final assignment notice from the employee'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 an employee's second week of work, determined based upon his/her final assignment notice/contract, the employee 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 employee and supervisor shall discuss the changes. All changes are subject to the supervisor's approval, which shall be final, and notice of the change shall be submitted to the employee 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 employees 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 employee. 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 employees who work with District students, Special Education and Court and Community School employees 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 Employees 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 an employee'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 employee'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 employees who work during ESY shall be a per diem amount based on the regular salary schedule and if an employee is working less than a 7.5 hour day the per diem shall be prorated based upon the hours worked.

11.9.2 Employees 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 Employees

11.9.3.3 Non-Employees

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

11.9.4 By the first week of March each year a subcommittee of employee and County Office representatives shall meet to develop the process and timeline for filling annual ESY Employee positions. The process and timeline shall take into account the following: After each Program's employee list has been rotated, new employees 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 employees with the same date of first paid service. A Program rotational list of one person is acceptable. Employees 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 employees, communicating anticipated number of ESY classes, teaching and support positions; determining employee ESY work interest and program preference(s); notifying in-program and out-of-program employees 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 employees shall be granted a 30 minute duty-free lunch period.

## **11.13 Relief Break**

Employees 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), employees 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 employees 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 an employee is requesting curriculum preparation time, the employee 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 employee'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 employee'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 an employee 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 employee 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 employee 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**

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

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

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

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

11.17.5 Enrichment Period – Elementary Level

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

11.17.6 Kindergarten Through Eighth Grade School

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

11.18.2.2 The 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, 2015. The County Office will provide notice to SMCEA of the date the retroactive payment will be made.

12.1.1.2 Effective July 1, 2016, the County Office agrees to provide a 4.0% increase to the salary schedule.

12.1.1.3 Effective July 1, 2017, 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 employees are set forth in Addendum A.

12.1.2 Psychologists, Nurses, Counselors, and Program Specialists shall be paid on the certificated salary schedule in a like manner to other bargaining unit members. However, Psychologists, Nurses, Counselors, and Program Specialists hired before July 1, 1990 shall be guaranteed, at the employee's option, 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, employees 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.

#### 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 employee'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 in the amount set forth in the salary schedule. Ongoing salary increases will be applied to the Master's/Doctorate stipends.

#### 12.1.4 New Inmate Hourly Rate Employees

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.

#### 12.1.6 IEP Support Team

The County Office shall offer the IEP Cadre Program to provide support to staff in the IEP process. The plan shall include a training component and identify a team of administrative designees. Participants shall be provided a stipend of \$900.00 for acting as the IEP Designee at 10 IEP meetings. If an IEP Cadre team member is not able to act as the IEP Designee at 10 IEP meetings as assigned, the team member will contact the Program Administrator who will attempt to reassign the team member to other IEP meetings. If the team member is not able to complete 10 IEP meetings, he/she, with Program Administrator approval, may be paid \$90 per meeting at which he/she acted as the IEP Designee.

### 12.2 Health & Welfare Benefits

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

12.2.1 The adjustments set forth below in the County Office's maximum contribution towards the health and welfare benefit package for bargaining unit employees, reflects a non-precedent setting compromise, arising from the parties' negotiations in the 2015-16 school year, between SMCEA's desire to have fully paid employee only medical coverage and the County Office's desire to have a fixed and pre-determined maximum contribution amount due to the uncertainty associated with health care costs, the budget and its need to remain fiscally responsible.

#### 12.2.1.1 2016 Calendar Year Benefits Cap

12.2.1.1.1 Effective January 1, 2016, the County Office will contribute a maximum of \$875 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$875. The remainder will be applied towards medical coverage for the employee. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$875 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; and/or (2) vision coverage for employee only vision coverage.

12.2.1.1.2 Effective January 1, 2016, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$875 per month towards

their medical benefits package.

12.2.1.2 2017 Calendar Year Benefits Cap

12.2.1.2.1 Effective January 1, 2017, the County Office will contribute a maximum of \$925 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$925. The remainder will be applied towards medical coverage for the employee. The remainder will be applied towards medical coverage for the employee. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$925 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; and/or (2) vision coverage for employee only vision coverage.

12.2.1.2.2 Effective January 1, 2017, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$925 per month towards their medical benefits package.

12.2.1.3 2018 Calendar Year Benefits Cap

12.2.1.3.1 Effective January 1, 2018, the County Office will contribute a maximum of \$975 per month towards the benefit package for those employees who participate in one of the County Office medical plans. Single dental coverage and basic life insurance will be deducted from the \$975. The remainder will be applied towards medical coverage for the employee. The remainder will be applied towards medical coverage for the employee. After deducting the cost of single dental coverage, basic life insurance, and the cost of medical coverage for an employee only, to the extent there is any unused money from the \$975 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; and/or (2) vision coverage for employee only vision coverage.

12.2.1.3.2 Effective January 1, 2018, all employees who work 0.50 FTE or more will be eligible to receive the maximum of \$975 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 as set forth in Addendum B.

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

12.2.5 The County Office agrees to provide dental benefits as set forth in Option “F” of the San Mateo County Schools Insurance Group JPA. Any increase in premium costs associated with this dental plan shall be included within the County Office’s maximum contribution per



month for each eligible employee towards the monthly premiums for employee only medical, dental, and basic life insurance coverage.

- 12.2.6 Employee 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 employee, except as specified in Article 12.2.1.1.1, Article 12.2.1.2.1, and Article 12.2.1.3.1.
- 12.2.7 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.
- 12.2.8 The County Office will contribute a maximum of \$275 per month to employees 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 employees, and paid to employees 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.

### **12.3 Golden Handshake Program**

- 12.3.1 The Golden Handshake Program, as offered under law by the State Teachers Retirement Program, may be offered by the County Office in each year covered by this agreement to unit members eligible under the law.
- 12.3.2 There are three provisions that would make an employee eligible to receive the Golden Handshake. In calculating the net savings, the County Office shall calculate the net savings generated by the Golden Handshake retirement as those net savings (if any) projected over the 3 succeeding years after the Golden Handshake retirement.
- 12.3.3 The County Office shall notify the Association in writing, no later than January 31st of each contract year, if the County Office intends to implement the provision so that the Association and the County Office may mutually set and agree upon the legally mandated 60-120 day window of opportunity for employees to indicate their desire to utilize the Golden Handshake retirement.

### **12.4 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 employees who previously worked full-time as follows:

#### **12.4.1 Eligibility**

The employee must have reached the age of 55 prior to reduction in workload. The employee 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 employee, and can be revoked only with the mutual consent of the County Office and employee.

#### 12.4.2 Conditions

The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee'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 employee 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.

#### 12.4.3 Compensation

The employee 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 employee shall receive health benefits as provided in Government Code section 53201 in the same manner as a full-time employee. The employee 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 employee would be earning were he/she employed full-time.

### 12.5 Retiree Health Benefits

12.5.1 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 employee must have worked for the County Office for 10 years (consecutive or non-consecutive) before the effective date of retirement.

#### 12.5.2 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.

### 12.6 Certificated Job Sharing

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

12.6.2 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.

12.6.3 Entry into the program shall be voluntary and at the request of the employee. There shall be no age requirement for participating in the program. Employees 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 employees. 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.

- 12.6.4 Employees requesting a job share must develop a written proposal and submit that proposal to their Director/Manager.
- 12.6.5 At the conclusion of the approved job sharing period, the employee shall be entitled to a full-time position for which he or she is qualified.

## **12.7 Employee Contributions to STRS**

- 12.7.1 The County Office implemented the provisions of Section 414(h)(2) Internal Revenue Code by making employee contributions to the STRS on behalf of all those employees who are members of STRS. "Employee contributions" shall mean those contributions to STRS, which are deducted from the salary of employees and are credited to individual employees' accounts. The amount of contributions designated as employee contributions and transmitted by the County Office to STRS on behalf of an employee shall be the entire contribution required of the employee by STRS.
- 12.7.2 Employees 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 employee 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.

## **12.8 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 employee portion (1.45%). The cost of this benefit shall be regarded as a driven cost of the salary schedule.

## **12.9 Liability Insurance**

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

## **12.10 Electronic Deposit of Paychecks**

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

## **12.11 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.

## **12.12 Mileage Reimbursement**

Use of an employee's own vehicle in their performance of duties shall be reimbursed at the prevailing IRS rate.

## **12.13 Vehicle Repair**

In case of needed repair of demonstrated unusual need, the employee 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 4 persons. The Superintendent shall appoint not more than 4 management members and the Association shall appoint not more than 4 Association 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 management representative from the committee, one Association representative from the committee, and a third person mutually agreed upon by these two representatives. The management and Association 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 employee members to any Special Education Services Housing Committee or Committees.

### **13.3 The Lottery Committee**

A committee composed of 2 administrators and 2 members selected by the Association shall review certificated employee 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 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.

## **ARTICLE 14 – EMPLOYEE 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 Employees**

The County Office shall provide reasonable accommodation for disabled employees.

## **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 employee which may serve as a basis for affecting the status of his/her employment, are to be made available for the inspection of the employee, provided the inspection is made at a time when the employee 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 employee is given notice and an opportunity to review and comment thereon. An employee 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 employee 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 employee 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 employees shall assist in maintaining safe and clean conditions in their teaching or work areas of responsibility.

**15.3** Employees shall not be required to work under unsanitary or hazardous conditions, or to perform tasks which endanger their health, safety, or well-being.

Employees shall not be required to work under unsanitary or hazardous conditions, or to perform tasks that endanger their health or safety. SMCEA unit members will report unsafe or hazardous conditions on the appropriate form to the employee'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 employees shall report to the County Office any practice or condition which poses a threat to health or safety. Employees, 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 employees to notify the central office, or to have outside phone access, shall be available during all times when employees are on duty.

**15.6** The County Office shall make every effort to ensure that employees 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 employee 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 employees 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 employee 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.

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 an employee.

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

16.1.2.1 The employee was acting within the scope of employment.

16.1.2.2 The employee 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 employee.

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 employee.

**16.2** If the County Office provides for the defense of an employee under this Article, the employee 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 an employee 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 employee 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 employees.**

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 employees. The Director/Manager may suspend the student up to 5 days. The employee 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 employees.
- 16.6.10 Employees at integrated sites or employees 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 Any unit member who is a member of the San Mateo County Educators Association/CTA/NEA, or who has applied for membership, may sign and deliver to the County Office an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the County Office shall deduct one-tenth of such dues from the regular salary check of the unit member each month for 10 months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

**17.2** Any unit member who is not a member of the San Mateo County Educators Association/CTA/NEA, or who does not make application for membership within 30 days of the effective date of this Agreement, or within 30 days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Article 17.1. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Article 17.1, the Association shall so inform the County Office, and direct the County Office to deduct such fee through automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in Article 17.1. There shall be no charge to the Association for such mandatory agency fee deduction.

### **17.3 Religious Exemption**

17.3.1 Any member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support San Mateo County Educators' Association/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of the Title 26 of the Internal Revenue Code:

17.3.1.1 San Carlos Recreation Department Special Needs Program

17.3.1.2 Easter Seal Society

17.3.1.3 Big Brothers and Big Sisters of the Peninsula

17.3.1.4 A similar charitable organization as those listed above and approved by the Superintendent and the Association.

17.3.2 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Article 17.3.1 above, shall be made on an annual basis to the County Office as a condition of continued exemption from the provisions of Article 17.1 and 17.2. Payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before (same date as cash dues/fees) of each school year. The Association shall have the right of inspection in order to review said proof of payment.

17.3.3 Any unit member making payments as set forth in Article 17.3.1 and 17.3.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

**17.4** With respect to all sums deducted by the County Office pursuant to Article 17.1 and 17.2, whether for membership dues or agency fee, the County Office agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

**17.5** The Association agrees to furnish any information needed by the County Office to fulfill the provisions of this Article.

- 17.6** The California Teachers Association agrees to pay to the County Office all legal fees and legal costs incurred in defending against any court action and/or administrative actions before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provision of this Agreement or their implementation.

The California Teachers Association shall have the exclusive right to decide and determine whether any such action or proceedings referred to in this paragraph shall or shall 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**

<b>Type of Class</b>	<b>Program Standard</b>
Deaf and Hard of Hearing	10
Visually Impaired	9
Orthopedically Impaired	10
Severely Multiply Handicapped	10
Emotionally Disturbed (Segregated Site)	9
Emotionally Disturbed (Integrated Site)	10
Autism (Segregated Site)	8
Autism (Integrated Site)	9
Milieu	8

- 18.2** As soon as it is known that the class size will exceed the class standard by one student, the Director/Manager 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 Director/Manager's notification to the Special Education Office. Every effort will be made to notify and meet before the placement of a student in that class. In the event that the notification and meeting cannot be accomplished, service to the student will not be delayed or compromised.

- 18.3** When a class exceeds the class standard by 1 student, the classroom teacher will receive a \$20 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, Director/Manager, 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. 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 must 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, 1 paraeducator for Camp Glenwood, and 1 paraeducator for Hillcrest.

## **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 employees who are directly engaged in the performance of work pursuant to the provisions of a grant or contract. See Addendum D.

## **ARTICLE 20 – RESTRUCTURING**

The County Office shall bargain changes within the scope of negotiation prior to implementing a School Restructuring Program.

## **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 employee for an extended period of time or that incapacitates a member of the employee’s family which requires the employee 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 employee 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 employees, 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, employees 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 Employee’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 employee’s spouse, domestic partner, parent, grandparent, any child for whom the employee 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 employee.

- 21.2.7 Employees 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. An employee 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 employees 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 employee shall automatically be credited toward the employee's placement on the schedule.

A-2.2 Class placement for employees 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 California credential: year for year.

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

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:

Employee 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 employees' 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 employee's division. Such courses must deal directly with the specific assignment of the employee.
- 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 employees, 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 employees 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 Employee Option for Payroll Installments Over 10 or 12 Months**

An employee 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 employee, 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 employee-originated deductions must be made directly with the organization, credit union, or agency by the employee.



**ADDENDUM B - SALARY SCHEDULE**

**SAN MATEO COUNTY OFFICE OF EDUCATION**

183 DAYS

2016-2017 CERTIFICATED SALARY SCHEDULE

4.00% COLA effective 07/01/16

Based on 183 computational days

	<b>CLASS A</b>	<b>CLASS B</b>	<b>CLASS C</b>	<b>CLASS D</b>	<b>CLASS E</b>	<b>CLASS F</b>	<b>CLASS G</b>
	AB	AB+15	AB+30	AB+45	AB+60	AB+75	AB+90
	or	or	or	or	or	or	or
<b>STEP</b>	120-134	135-149	150-164	165-179	180-194	195-209	210+
	Units	Units	Units	Units	Units	Units	Units
1	44,314	47,393	50,472	53,551	56,630	59,709	62,788
2	47,393	50,472	53,551	56,630	59,709	62,788	65,867
3	50,472	53,551	56,630	59,709	62,788	65,867	68,946
4	53,551	56,630	59,709	62,788	65,867	68,946	72,025
5	56,630	59,709	62,788	65,867	68,946	72,025	75,104
6	59,709	62,788	65,867	68,946	72,025	75,104	78,183
7	62,788	65,867	68,946	72,025	75,104	78,183	81,262
8	65,867	68,946	72,025	75,104	78,183	81,262	84,341
9	x	72,025	75,104	78,183	81,262	84,341	87,420
10	x	x	78,183	81,262	84,341	87,420	90,499
11	x	x	x	84,341	87,420	90,499	93,578
12	x	x	x	x	90,499	93,578	96,657
<b>Longevity step</b>							
17	68,946	75,104	81,262	87,420	93,578	96,657	99,736
or							
5 (for F12/G12)							
<b>Longevity step</b>							
22	72,025	78,183	84,341	90,499	96,657	99,736	102,815
or							
10 (for F12/G12)							
<b>Longevity step</b>							
24	75,104	81,262	87,420	93,578	99,736	102,815	105,894
<b>Increment</b>	<b>\$3,079</b>						

**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: \$1331

Head Teacher Stipend: \$3079

**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 employee.
  - 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, 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. Employees 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 employees 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 an employee will result in requiring such employee to participate satisfactorily in a drug-abuse assistance or rehabilitation program approved for such purposes. The employee 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. An employee'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. Employees 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 an employee'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 employees 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 employee assistance programs; and
  - d. the penalties that may be imposed on employees 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-SAN MATEO COUNTY OFFICE OF EDUCATION  
CERTIFICATED STAFF EVALUATION**

**San Mateo County Office of Education  
SMCEA Certificated Evaluation Process**

The purpose of the evaluation process is to improve instruction for students by supporting the professional growth of teachers. The SMCOE evaluation process was developed based on the following core ideas:

- ❖ A teacher is the central person in the process of educating students
- ❖ Evaluation is intended to help a teacher reach his/her full potential and promote continuous professional growth
- ❖ Building trusting relationships and mutual understanding about effective instruction will result in improved educational outcomes for students
- ❖ Purpose of evaluation is to increase a teacher's effectiveness by cultivating powerful instructional practices
- ❖ Professional goals will be developed based on a teacher's strengths and the quality of his/her performance will be determined by the use of evidence and data
- ❖ Collegial interactions are essential to professional growth and development
- ❖ Evaluation process should promote self-analysis and reflection about instructional practices
- ❖ Evaluation process will promote and grow teacher leadership

The following forms have been developed to facilitate the evaluation process:

**Evaluation Timeline (FORM A)**  
**Self-Assessment Summary (FORM B)**  
**SMART Goals (FORM C)**  
**Goal Setting Form (FORM D)**  
**Formal Observation Form (FORM E)**  
**Informal Observation Form (FORM F)**  
**Progress Toward Goals Form (FORM G)**  
**Reflection Form (FORM H)**  
**Final Evaluation Summary (FORM I)**  
**California Standards for the Teaching Profession (CSTP)**  
**Continuum of Teacher Development**  
**Article 10 of the SMCEA Collective Bargaining Agreement**  
**Description of the Evaluation Process**

These forms can also be found on the San Mateo County Office of Education website at [www.smcoe.org](http://www.smcoe.org).

**San Mateo County Office of Education  
SMCEA Certificated Teacher Evaluation Process**

The following is an outline of the evaluation process:

**Goal Setting Conference (REQUIRED)**

- Permanent employees being evaluated and the *supervising* administrator shall meet no later than October 15 for a pre-evaluation conference to discuss and/or review. Probationary, Temporary and employees on an improvement plan shall meet with the supervising administrator no later than September 15.
- Each certificated employee will review the Teaching Standards and the Continuum of Teacher Development to complete a self-assessment summary form prior to the Goal Setting Conference. The purpose of the self-assessment is to support teachers in identifying areas of strength and opportunities for growth as they develop performance goals for the year. The completion of the Self-Assessment Summary Form is a requirement in the evaluation process.
- At the Goal Setting Conference, the evaluator will discuss the following:
  - expectations regarding the employee's duties and responsibilities
  - evaluation forms and procedures
  - tentative schedule including dates and times of observations and conferences
  - any constraints which the Employee believes may inhibit his/her ability to meet the objectives established
- Two performance goals will be established based on the Teaching Standards, one by the employee and one by the evaluator, unless the supervisor elects to have the evaluatee select both goals.

**Formal Observation Process (REQUIRED)**

- One formal scheduled classroom observation of not less than thirty (30) minutes shall be recorded on the Formal Observation Form. An employee who receives a Needs Improvement evaluation shall, upon request, be entitled to additional observations, evaluation conferences and/or written evaluation. The Employee has the option to include a representative at each observation conference.
- Formal observations shall be scheduled two (2) days in advance unless the employee waives such notice.
- Prior to observation, the employee will complete the pre-observation portion of the Formal Observation Form and submit it to the supervisor for review. The employee and supervisor will meet and mutually agree on the content.
- The Formal Observation will last a minimum of 30 minutes, and the supervisor will complete the Formal Observation Form.
- An evaluation conference shall follow within eight (8) working days of the formal observation unless extended by mutual agreement.
- Prior to meeting, the Employee and the Evaluator will record reflections on the Formal Observation Form for the lesson.

- The supervisor shall confer with the employee, to provide verbal and written feedback on the Formal Observation Form based upon their observations as they relate to the *CSTP and goals*.

### **Informal Observation Process (REQUIRED)**

Two informal observations lasting a minimum of fifteen (15) minutes shall take place by April 30. The employee will be provided with notice one working day prior to one of the informal observations and no prior notice is required for the other informal observation. The Administrator shall provide written feedback on the Informal Observation Form within eight working days of each observation unless extended by mutual agreement.

### **Progress Toward Goals Conference (REQUIRED)**

The Employee and the Evaluator will meet by February 28 to discuss progress toward goals. The purpose of the conference is to provide the Employee with oral and written feedback on progress toward goals and overall performance to date. Prior to the meeting, the Employee and the Evaluator will record reflections on the Progress Toward Goals Form.

### **Final Evaluation Conference (REQUIRED)**

The Final Evaluation Form is to be used for a comprehensive evaluation of job performance for the year. Teachers are required to complete and submit the Teacher Reflection Form to the evaluator prior to the final conference. Evaluation results will be reviewed and constructive feedback will be provided during the final evaluation conference. After meeting and receiving the Final Evaluation Form, evaluatees have ten (10) working days to submit comments as an attachment. The form and any employee comments will be placed in the employee's personnel file. The Final Evaluation Form will be placed in the employee's personnel file.

### **Improvement Plan (REQUIRED, IF NEEDED)**

A rating of "Does Not Meet Standard" in any of the six standards (CSTPs) or in the overall performance will prompt a mandatory improvement plan. The Improvement Plan will be jointly developed by the teacher and the administrator. The administrator will have the ultimate approval of the plan.

**San Mateo County Office of Education  
SMCEA Certificated Evaluation Timeline**

Teacher: _____	Permanent: ____
Assignment: _____	Probationary: ____
Program: _____	Temporary: ____
Year: _____	Improvement Plan: ____
	FTE: _____

**Probationary/Temporary/Improvement Plan Employees**

**Timelines:**

- September 15** Goal Setting Form and Conference due (FORMS A-D)
- December 15** Formal Observation Form and Conference due (FORM E )
- February 28** Progress Toward Goals Form and Conference completed by this date (FORM G)
- April 30** Informal observations due (FORM F )
- May 15** Final evaluation summary and conference due (FORMS H AND I )

Note: Probationary and temporary employees shall be evaluated once each school year.

**Permanent Employees**

**Timelines:**

- October 15** Goal Setting Form and Conference due (FORMS A-D)
- December 15** Formal Observation Form and Conference due (FORM E )
- February 28** Progress toward Goals Form and Conference completed by this date (FORM G)
- April 30** Informal observations due (FORM F )
- May 15** Final evaluation summary and conference due (FORMS H AND I )

Note: Permanent employees shall be evaluated every other school year unless the present Evaluation Report substantiates the need for continued evaluation.

Employees with Five-year Agreements shall be evaluated according to the appropriate timeline.



**San Mateo County Office of Education  
Self-Assessment Summary  
Due by September 15 or October 15**

Name:

Program:

Assignment:

Date:

Standard	Strengths	Opportunities for Growth
1. Engaging and Supporting All Students in Learning		
2. Creating and Maintaining Effective Environments for Student Learning		
3. Understanding and Organizing Subject Matter for Student Learning		
4. Planning Instruction and Designing Learning Experiences for All Students		
5. Assessing Student Learning		
6. Developing as a Professional Educator		

## San Mateo County Office of Education Certificated Evaluation

### SMART Goals

Smart goals are developed to improve performance by clarifying what is expected and the measures that will be used to determine whether goals have been met at the end of the evaluation process.

#### A SMART goal is:

**Specific:** Linked to the job responsibilities, organizational mission and program goals. What is the teacher expected to do or deliver?

**Measureable:** Goals are stated in terms of quantity, quality and timeliness. How will the teacher and the evaluator determine success in meeting the goals?

**Attainable:** Goals are reasonable so they can be achieved in a specific amount of time. Are the goals realistic so they can be met by the end of the evaluation period?

**Relevant:** Goals are aligned to research based instructional practices and are results-oriented to improve educational outcomes for students. Are the goals appropriate to the teacher's assignment and practical to his/her work?

**Timely:** Goals have a clearly defined time-frame including a target or deadline date. When are the goals expected to be met?

Examples:

#### Not a SMART goal:

- Student will improve their writing skills.

*Does not identify a measurement or time frame, nor does it identify why the improvement is needed or how it will be used.*

#### SMART goal:

- By June 30, 80% of students in my class will know their multiplication facts from 0-12 with 100% accuracy, as measured by classroom assessments conducted bi-monthly (provide standard content if applicable).
- By June 30, 80% of students who attend school for at least one semester will show a minimum of 20% growth on the MAP test for English as measured by pre and post tests.

**San Mateo County Office of Education**  
**Goal Setting Form**  
Due by September 15 or October 15

Teacher: _____	Evaluator: _____
Assignment _____	
Program: _____	
Date: _____	

SMART Goal selected by: \_\_Teacher      \_\_Evaluator

1) Identify a teaching standard that will improve your instructional practice to increase educational outcomes for students.

CSTP Teaching Standards:

- Standard 1: Engaging and Supporting All Students in Learning
- Standard 2: Creating and Maintaining Effective Environments for Student Learning
- Standard 3: Understanding and Organizing Subject Matter for Student Learning
- Standard 4: Planning Instruction and Designing Learning Experiences for All Students
- Standard 5: Assessing Student Learning
- Standard 6: Developing as Professional Educator

2) Identify SMART Goal related to teaching standard:

3) What data or evidence led you to select this standard and SMART Goal?

**San Mateo County Office of Education  
Goal Setting Form  
Due by September 15 or October 15**

4) What are the steps that you will take to meet this goal?

5) How will meeting this goal impact student learning?

6) Describe the kind of evidence that will be used to determine whether you met the goal?

7) What kind of support and/or resources will you need to meet this goal?

**San Mateo County Office of Education  
Formal Observation Form  
Due by December 15**

Teacher:	Evaluator:
Assignment:	Program:

<b>Pre-Observation Meeting</b>	Date:
<p><u>CSTP Teaching Standard:</u></p> <ol style="list-style-type: none"> <li>1) Engaging and Supporting Student Learning</li> <li>2) Creating and Maintaining Effective Environment</li> <li>3) Understanding and Organizing Subject Matter</li> <li>4) Planning Instruction/Designing Learning For All Students</li> <li>5) Assessing Student Learning</li> <li>6) Developing as Professional Educator</li> </ol> <p><u>SMART Goal(s):</u></p>	Meeting Summary:
<p>Suggested questions for discussion:</p> <ul style="list-style-type: none"> <li>• What are the standard(s) and/or objectives to be addressed in the lesson?</li> <li>• How do these standard(s) and/or objectives relate to the SMART goals?</li> <li>• Provide a brief summary of your lesson and strategies to be used in the lesson.</li> <li>• How will you know that students have met the standard(s) and/or objectives have been met?</li> <li>• What would you like the evaluator to focus on during the lesson in order to provide you with meaningful feedback that will help you grow as a professional?</li> <li>• Is there any other information that you would like to share with the evaluator?</li> </ul>	





**San Mateo County Office of Education**  
**Informal Observation Form**  
Due by April 30

Teacher: \_\_\_\_\_ Evaluator: \_\_\_\_\_

Date and Time of Observation	Observation Summary	Feedback Toward Goal(s)
Date: Time in: Time out:		Teacher Comments (optional):
Date: Time in: Time out:		Teacher Comments (optional):



**San Mateo County Office of Education  
Progress Toward Goals Form  
Due by February 28**

Teacher: \_\_\_\_\_ Date: \_\_\_\_\_

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

Evaluator: \_\_\_\_\_

Progress Toward SMART Goal:     1     2

1) SMART Goal:

2) Evidence and/or data of progress toward goal:

3) Feedback on progress toward goal:

4) Next steps:

5) Comments:

**San Mateo County Office of Education  
Teacher Reflection Form  
Due to evaluator prior to final evaluation conference**

Teacher: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

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

Suggested prompts:

- What are some of the accomplishments that you are most proud of this year?
- Discuss how your SMART goals impacted student learning. Include successes and challenges.
- What are next steps in your professional growth and career?
- What did you learn about yourself during the evaluation process?

## San Mateo County Office of Education Final Evaluation Summary Due by May 15

Name: \_\_\_\_\_ Date of Meeting: \_\_\_\_\_

Evaluator: \_\_\_\_\_

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

- Final Evaluation Summary based on:
- SMART Goals
  - Pre/Post Observation Conference
  - Formal/Informal Observations

California Standards for the Teaching Profession	Meets Standard	Progressing Toward Standard	Does Not Meet Standard
1. Engaging and Supporting All Students in Learning			
2. Creating and Maintaining Effective Environments for Student Learning			
3. Understanding and Organizing Subject Matter for Student Learning			
4. Planning Instruction and Designing Learning Experiences for All Students			
5. Assessing Student Learning			
6. Developing as Professional Educator			
Overall Performance			

Summary including progress toward SMART goals and overall performance:

  
  
  
  

Commendation(s):

**San Mateo County Office of Education**  
**Final Evaluation Summary**  
**Due by May 15**

Recommendation(s) for future growth:

I have read and received a copy of this final evaluation. Signature does not signify agreement and a written reply may be attached to this document for placement in the personnel file.

Teacher Signature \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATED EVALUATION FORM**

This form is to be completed by the employee: 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 employee: 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 employee 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: \_\_\_\_\_

EMPLOYEE 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 Employee Performance and Suggestions for Succeeding Year:  
(Supervisor completes subsequent to summary evaluation conference with copy to certificated employee and copy to employee's personnel folder)

---

Certificated Employee Response:  
(Optional)

---

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

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Employee

\_\_\_\_\_  
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



**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.**

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)



§ 825.300(a) may require additional 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:

Jul Wilson

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

Date: August 31, 2016.

For SMCEA:

Pellegrine  
Rebecca Will<sup>2</sup>

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

Date: Aug 31, 2016

Approved by the San Mateo County  
Superintendent of Schools

Date: August 31, 2016

By: AEC  
Anne E. Campbell

